

**AGENDA
BOARD OF SELECTMEN
MONDAY, MARCH 21, 2022
WAQUOIT MEETING ROOM
MASHPEE TOWN HALL
16 GREAT NECK ROAD NORTH
MASHPEE, MA 02649**

Broadcast Live on Local Cable Channel 18

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

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

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

MINUTES

Approval of the following: Monday, February 28, 2022 Regular Session; Monday, March 7, 2022 Regular Session

APPOINTMENTS & HEARINGS

- Public Comment
- Discussion, Certification and Confirmation of the Hiring of the Fire Chief: *John Phelan*
- Discussion and Approval of the Following Special Events and Temporary Sign Permit:
Heroes in Transition, Ruck4HIT Pass Through, April 29 – April 30, 2022 4:30 – 7 am & 11 – 1:30 pm: *Nicole Spencer*
Santuit Pond Bass Fishing Tournament, May 21, 2022 6 am – 2 pm: *Cabin Fever Bass Club - Brian LeBrun*
- Discussion and Approval of the Following:
Resignation: Planning and Construction Committee: Steven H. Cook, Architectural, Term Expires June 30, 2024
Appointments:
Mashpee Inclusion and Diversity Committee: *Rachael Hicks, Member at Large, Term Expires June 30, 2022*
Americans with Disabilities Act Committee: *Colleen Meehan, Merrill Blum, Terms Expire June 30, 2022*
Mashpee Election Wardens: *George Schmidt, Meredith Kilpatrick, Andrew Varelas: Terms Expire March 31, 2025*
- Discussion and Approval of Amendment of Board of Selectmen Policy #050 – Discriminatory Harassment
- 6:35 pm - Public Hearing: 2022 Shellfish Regulations
Discussion and Approval of 2022 Shellfish Regulations
- 6:40 pm – Public Hearing: 2022 Seasonal Alcoholic Beverages and Entertainment License Renewals
Discussion and Approval of 2022 Seasonal Alcoholic Beverages and Entertainment Licenses

COMMUNICATIONS & CORRESPONDENCE

- Consideration of Establishment of a New Open Space Committee: *Planning Board*

OLD BUSINESS

- Review and Approval of Comcast License Renewal
- Presentations on Petition Articles: Solar Overlay District: *NextGrid Daniel Serber*; Tax Cap: *Timothy Martin*
- Discussion and Action on Draft #3 May 2, 2022 Special and Annual Town Meeting Warrant

NEW BUSINESS

- Execution of the May 2, 2022 Special and Annual Town Meeting Warrants
- Discussion and Possible Action with Regard to a Debt Exclusion Ballot Question for May 7, 2022 Town Election
- Discussion and Approval of May 7, 2022 Annual Town Election Warrant

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

LIAISON REPORTS

TOWN MANAGER UPDATES

EXECUTIVE SESSION

ADJOURNMENT

MASHPEE TOWN CLERK

MAR 17 2022

RECEIVED BY: 

**AGENDA
BOARD OF SELECTMEN
MONDAY, FEBRUARY 28, 2022
WAQUOIT MEETING ROOM
MASHPEE TOWN HALL
16 GREAT NECK ROAD NORTH
MASHPEE, MA 02649**

Broadcast Live on Local Cable Channel 18

Public Call in Number: (508) 539-1449

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

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

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

MINUTES

Approval of the following: Monday, February 7, 2022 Regular Session

APPOINTMENTS & HEARINGS

- Public Comment
- Discussion and Approval of the Following Appointments and Resignation:
 - Appointment: Community Park Committee: *Richard DeSorgher, Member at Large, Term Expires June 30, 2022*
 - Appointment: Affordable Housing Committee: *Cassie Jackson, Tribal Representative, Term Expires June 30, 2022*
 - Resignation: Inclusion and Diversity Committee (MIDC): *JoAnn Nadeau, Member at Large, Term Expires June 30, 2022*

CONVENE JOINT MEETING WITH THE CAPITAL IMPROVEMENT PROGRAM COMMITTEE

6:35 pm – Fiscal Year 2023 Capital Improvement Program Hearing

ADJOURN JOINT MEETING WITH THE CAPITAL IMPROVEMENT PROGRAM COMMITTEE

COMMUNICATIONS & CORRESPONDENCE

OLD BUSINESS

NEW BUSINESS

1. Discussion and Approval of 2022 Shellfish Regulations: *Shellfish Constable Donovan McElligatt*
2. Discussion and Approval of Draft #1 May 2, 2022 Special and Annual Town Meeting Warrant Articles
3. Discussion of and Approval of Adding Articles to the May 2, 2022 Special and Annual Town Meeting Warrants

ADDITIONAL TOPICS

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

LIAISON REPORTS

TOWN MANAGER UPDATES

EXECUTIVE SESSION

ADJOURNMENT

Mashpee Select Board
Minutes
February 28, 2022

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

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

MINUTES

Monday, February 2, 2022 Regular Session:

Motion made by Selectman Gottlieb to approve the Regular Session minutes of Monday, February 2, 2022 as presented.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

**Selectman Sherman, yes
Selectman Cotton, yes**

**Selectman Weeden, yes
Selectman O'Hara, yes**

**Selectman Gottlieb, yes
Opposed, none**

APPOINTMENTS & HEARINGS

Public Comment:

Wendy Williams, Simmons Narrows Road commented on a petition article she sponsored proposed to instruct the Select Board to replace no later than (3) months from the date of Town Meeting the current shoulder patch worn on Mashpee Police Department uniforms with the newly adopted Town Seal.

Ms. Williams indicated this is an agenda topic of discussion whereby the Select Board has the ability to accept this recommendation. In doing so, Ms. Williams as lead petitioner would take the petition off the May 2, 2022 warrant.

An additional petition article is proposed to authorize the Select Board to acquire, by purchase, gift, eminent domain, or otherwise for conservation, open space and recreation, the Trout Pond area to protect natural resources. Ms. Williams indicated she is willing to un-sign the petition if the Select Board authorizes the start of conversations with the property owner.

Chad Smith of Quinaquisset Avenue submitted a petition for the May warrant to instruct the Select Board to immediately address the growing burden of onerous property tax increases on low and moderate income properties by adopting a split tax rate exempting year-round residents.

Mashpee Select Board
Minutes
February 28, 2022

Discussion and Approval of Following Appointments and Resignation:

Appointment: Community Park Committee – Richard DeSorgher, Member at Large, Term to Expire June 30, 2022:

Members of the Mashpee Select Board met with Richard DeSorgher to review his interest in filling the vacancy on the Mashpee Community Park Committee. Mr. DeSorgher is a member of the historical Commission and is well-qualified for this position.

Motion made by Selectman Gottlieb to appoint Richard DeSorgher to the Community Park Committee as a Member at Large with a term to expire; June 30, 2022.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Appointment: Affordable Housing Committee – Cassie Jackson, Tribal Representative, Term to Expire June 30, 2022:

The Select Board was in receipt of a letter of interest from Cassie Jackson, Secretary to the Mashpee Wampanoag Tribal Council expressing interest in serving on the Affordable Housing Committee as the Tribal Representative. Ms. Jackson is well versed in affordable housing resources.

Motion made by Selectman Gottlieb to appoint Cassie Jackson to the Affordable Housing Committee as the Tribal Representative with a term to expire; June 30, 2022.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Resignation: Inclusion and Diversity Committee (MIDC) – JoAnn Nadenau, Member at Large, Term to Expire June 30, 2022:

Correspondence was received from JoAnn Nadenau dated February 11, 2022 resigning from the Mashpee Inclusion and Diversity Committee effective March 1, 2022.

Motion made by Selectman Gottlieb to accept with appreciation the resignation of JoAnn Nadenau from the Mashpee Inclusion and Diversity Committee as presented.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Mashpee Select Board
Minutes
February 28, 2022

CONVENE MEETING CAPITAL IMPROVEMENT PROGRAM COMMITTEE

Fiscal Year 2023 Capital Improvement Program Hearing:

The Select Board in conjunction with the Capital Improvement Program Committee convened to conduct a Public Hearing on the proposed Capital Improvement Plan for Fiscal Year 2023.

Capital Improvement Program (CIP) members in attendance include; Rodney Collins, Andrew Gottlieb, Dawn Thayer, Patti DeBoer, Mike Richardson and Chuck Gasior.

In accordance with posting procedures, the Public Hearing notice was read aloud into the record.

After conducting due diligence, the Capital Improvement Program Committee recommended a total FY2023 Capital Budget of \$3,073,805. Funding is proposed as follows;

Capital Stabilization:	\$1,285,740
Revenue Available for Appropriation (formerly identified as Free Cash)	\$1,688,065

A total of (3) Articles are proposed for the Special Town Meeting to fund the following with Revenue Available for Appropriation; \$1,688,065;

DPW Purchase of Compact Track Loader with V-plow attachment:	\$57,900
Planning & Construction – MM/MHS Track & Field Improvements:	\$1,260,950
Planning & Construction – DNR Facility Improvements	\$369,215

The remainder of recommended capital items would be placed on the Annual Town Meeting warrant and funded by the Capital Stabilization Fund; \$1,285,740. Projects include;

DPW: Replacement of 2014 Ford F550:	\$110,000
Replacement of 2017 John Deere mower:	\$63,500
Replacement of 2022 Evaco Trailer:	\$35,000
Replacement of 1997 CAT Loader (Year 1 of 3 Year Lease/Own):	\$80,000
	Total Annual Town Meeting: \$288,500
(Compact Track Loader with V-plow; \$57,900)	Total DPW: \$346,400

FIRE: Replacement of 2 vehicles; Utility & Inspector Vehicles:	\$130,000
Replacement of SCBA Compressor & Fill Station:	\$85,000
	Total FIRE: \$215,000

IT: VMWare Server-Town Hall:	\$50,000
------------------------------	----------

DNR: Truck Replacements:	\$90,200
Water Quality Sonde Replacements (3@ \$30,000):	\$90,000
	Total DNR Annual Town Meeting: \$180,200

Mashpee Select Board
Minutes
February 28, 2022

Fiscal Year 2023 Capital Improvement Program Hearing: (continued)

PLANNING & CONSTRUCTION: Flooring Replacement-Various Buildings:	\$89,640
MM/MHS Gymnasium Upgrades:	\$75,000
Quashnet School Gymnasium Upgrades:	\$155,000
Total Annual Town Meeting:	\$319,640
(MM/MHS Track & Field Improvement; \$1,260,950)	
(DNR Facility; \$369,215)	
Total Planning & Construction:	\$1,949,805

POLICE: Continuation of Vehicle Replacement Program: 10 Line Vehicles:	\$156,000
Continuation of Vehicle Replacement Program: 4 Non-Line Vehicles:	\$56,000
Total Police:	\$212,000

SCHOOL: Kitchen Equipment Upgrades:	\$25,000
Chromebook Leases:	\$45,000
Interactive Board Systems in Classrooms:	\$25,000
IPAD Replacement:	\$25,400
Total School:	\$120,400

Discussion followed with respect to the proposed CIP Program. It was recommended the year of vehicles to be replaced should be reflected in the Capital report and in the CIP article.

With regards to the proposed Fire Department vehicle replacement there was a request for information regarding the vehicle mileage.

It was noted the gymnasium upgrades include repairs the flooring and improvements to electronic scoreboards and sound systems.

Being no further comment, the Select Board and CIP motioned as follows;

Motion made by Selectman Gottlieb to adjourn the CIP Meeting.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 10-0.

Roll Call Vote:

Selectman Sherman, yes	Selectman Weeden, yes	Selectman Gottlieb, yes
Selectman Cotton, yes	Selectman O'Hara, yes	
Mr. Collins, yes	Mrs. Thayer, yes	Mr. Richardson, yes
Ms. DeBoer, yes	Mr. Gasior, yes	Opposed, none

Motion made by Mr. Richardson to adjourn the CIP Meeting.

Motion seconded by Mrs. Thayer.

VOTE: Unanimous. 6-0.

Roll Call Vote:

Mr. Collins, yes	Mrs. Thayer, yes	Mr. Gottlieb, yes
Mr. Richardson, yes	Ms. DeBoer, yes	Mr. Gasior, yes
Opposed, none		

Mashpee Select Board
Minutes
February 28, 2022

NEW BUSINESS

Discussion and Approval of New Shellfish Regulations: Shellfish Constable, Donovan McElligot:

The Select Board met with Donovan McElligot, Shellfish Constable to review recommended changes to the Mashpee Shellfish Regulations. It was noted the Shellfish Commission unanimously voted to approve the regulations at their meeting of January 25, 2022. If approved by the Select Board the regulations would be promulgated effective April 1, 2022 for the upcoming shellfish season.

The Select Board is the Regulatory Authority authorized by Massachusetts General Laws to issue policies and regulations for shellfishing in the Town of Mashpee.

Mr. McElligot indicated the shellfish regulations would bring the Town of Mashpee to the same level as surrounding towns, and conform to State Regulations.

It was agreed the Select Board would schedule a Public Hearing on Monday, March 21, 2022 to further review the proposal and gain additional public input. With regards to the matter of aboriginal rights it was further determined Town Counsel would be consulted to ensure the appropriate language is contained in the document.

In reviewing this matter, it was also recommended the Town of Mashpee work within the practice of co-management with the Mashpee Wampanoag Tribe. This would include matters regarding the reaffirmation of additional language relative to aboriginal rights codified to bylaws. A cohesive approach may also bring forth additional federal monies for joint endeavors.

Motion made by Selectman Gottlieb to schedule a Public Hearing on the 2022 Mashpee Shellfish Regulations to March 21, 2022 at a time to be designated.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes
Selectman Cotton, yes

Selectman Weeden, yes
Selectman O'Hara, yes

Selectman Gottlieb, yes
Opposed, none

Mashpee Select Board
Minutes
February 28, 2022

Discussion and Approval of Draft #1 May 2, 2022 Annual and Special Town Meeting Warrant Articles:

The Mashpee Select Board reviewed and took the following action on Draft #1 of the May 2, 2022 Special and Annual Town Meeting warrants as follows;

Special Town Meeting Warrant:

Article 1: To fund a deficit in the Snow & Ice Account – HELD

Article 2: To pay bills received after the end of a previous fiscal year.

Motion made by Selectman Gottlieb to include & support STM Article #2.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Article 3: To establish and adopt a new Town Seal.

Motion made by Selectman Gottlieb to include & support STM Article #3.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Article 4: To set aside funds to the Capital Stabilization Account in compliance with annual funding associated to the Capital Stabilization Policy.

Motion made by Selectman Gottlieb to include & support STM Article #4.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Article 5: To customize the previously purchased building units of the Department of Natural Resources - \$369,215 using Revenue Available for Appropriation (Free Cash).

Motion made by Selectman Gottlieb to include & support STM Article #5.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Mashpee Select Board
Minutes
February 28, 2022

Discussion and Approval of Draft #1 May 2, 2022 Annual and Special Town Meeting Warrant Articles: (continued)

Article 6: To appropriate funds to the DPW Capital Account for the MM/MHS Track & Field Improvement project - \$1,260,950 using Revenue Available for Appropriation (Free Cash).

Motion made by Selectman Gottlieb to include & support STM Article #6.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

This article is associated with CPC - Article 17 of the Special Town Meeting Warrant.

Article 7: To appropriate \$57,900 for the purchase of a DPW Compact Truck Loader.
The purchase is contingent upon the Town receiving \$50,000 in grant funds.

Motion made by Selectman Gottlieb to include & support STM Article #7.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Article 8: To provide \$25,000 in funding for costs associated with the preparation and possible implementation of the Residential Tax Exemption for FY2023.

Motion made by Selectman Gottlieb to include & support STM Article #8.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Article 9: CPC: To meet the requirement of reserving funds from the CPA FY 2022 Trust Fund distribution. The reimbursement was \$286,926 high than the initial estimate.

Motion made by Selectman Gottlieb to include & support STM Article #3.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Mashpee Select Board
Minutes
February 28, 2022

Discussion and Approval of Draft #1 May 2, 2022 Annual and Special Town Meeting Warrant Articles: (continued)

Article 10: CPC: To fund the Town's Housing Production Plan, \$50,000. Additional grant funds may offset the expenditure.

Motion made by Selectman Gottlieb to include & support STM Article #10.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Article 11: CPC: To fund a split HVAC unit, electrical work and site preparation; \$19,680 to the Mashpee One-Room Schoolhouse to maintain the integrity of the historic building and its program offering.

Motion made by Selectman Gottlieb to include & support STM Article #11.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Article 12: CPC: To complete the Mashpee War Monument project; \$ 86,000.

Motion made by Selectman Gottlieb to include & support STM Article #12.

Motion seconded by Selectman Weeden.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Article 13: CPC: To restore the Lakewood Cemetery; \$42,438.

Motion made by Selectman Gottlieb to include & support STM Article #13.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Mashpee Select Board
Minutes
February 28, 2022

Discussion and Approval of Draft #1 May 2, 2022 Annual and Special Town Meeting Warrant Articles: (continued)

Article 14: CPC: To expand the Community Garden; \$18,086.

Motion made by Selectman Gottlieb to include & support STM Article 14.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Article 15: CPC: To Fund the Homeyer Village Roof Replacement project; \$168,084.

Motion made by Selectman Gottlieb to include & support STM Article #15.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Article 16: CPC To Fund the Breezy Way Roofs, Siding & Windows Project; \$264,893.

Motion made by Selectman Gottlieb to include & support STM Article #16.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Article 17: CPC: To sustain the current athletic program at the MM/MHS by funding the MM/MHS Track & Multi-purpose Field project; \$1,709,400.

Motion made by Selectman Gottlieb to include & support STM Article #17.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Mashpee Select Board
Minutes
February 28, 2022

Discussion and Approval of Draft #1 May 2, 2022 Annual and Special Town Meeting Warrant Articles: (continued)

Article: To rescind loans authorized by capital projects that have been completed.

Motion made by Selectman Gottlieb to include & support the referenced STM Article.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Article: To use funding available for appropriation to fund a groundwater infiltration test to quantify the amount of treated wastewater effluent that may be discharged.
HELD.

Article: To appropriate funds for the preparation of engineering & design sufficient to estimate total construction costs for wastewater collection, pumping, discharge and treatment facilities required to implement Phase II. HELD

Article: To appropriate \$450,000 to fund the Santuit Pond Resiliency Projects; stormwater improvements and nutrient inactivation.

Motion made by Selectman Gottlieb to include & support the referenced STM Article.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Annual Town Meeting Warrant:

Article 1: To accept the 2020 Annual Town Report.

Motion made by Selectman Gottlieb to include & support ATM Article #1.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Mashpee Select Board
Minutes
February 28, 2022

Discussion and Approval of Draft #1 May 2, 2022 Annual and Special Town Meeting Warrant Articles: (continued)

Article 2: To fund the Annual Operating Budgets for the various Town Departments. HELD.

Article 3: To appropriate \$1,385,740 from the Capital Stabilization Fund to various department Capital Accounts.

Motion made by Selectman Gottlieb to include & support ATM Article #3.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Article 4: To approve the annual Cape Cod Regional Technical High School District budget, and appropriate \$1,011,446 to meet Mashpee's share of operational and maintenance costs. HELD.

Cape Cod Regional Technical High School Superintendent Robert Sanborn will be invited to attend the next meeting.

Article 5: To approve Mashpee's share of the Cape Cod Regional Technical High School Building project for FY 2023; \$473,869.

Motion made by Selectman Gottlieb to include & support ATM Article #5.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Article: To add funds to the OPEB Irrevocable Trust Fund; \$250,000 to assist the Town in meeting its potential post-employment benefits obligation.

Motion made by Selectman Gottlieb to include & support the referenced ATM Article.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Mashpee Select Board
Minutes
February 28, 2022

Discussion and Approval of Draft #1 May 2, 2022 Annual and Special Town Meeting Warrant Articles: (continued)

Article: A "housekeeping" article to reference "Select Board" in place of Board of Selectmen.

**Motion made by Selectman Gottlieb to include & support the referenced ATM Article.
Motion seconded by Selectman O'Hara.**

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Article: To remedy an encroachment of Town owned land at 3 Santuit Lane by a land swap between the owners and the Town.

**Motion made by Selectman Gottlieb to include & support the referenced ATM Article.
Motion seconded by Selectman Cotton.**

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

*It was agreed the duplicate article on page 25 would be removed. The map referenced in Appendix A is recommended to be included with this article.

Article: To establish the FY 2023 expenditure limits for departmental revolving funds.

**Motion made by Selectman Gottlieb to include & support the referenced ATM Article.
Motion seconded by Selectman Cotton.**

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Article: To deposit \$250,000 to the special Injury Leave Indemnity Fund (Injured on Duty Fund).

**Motion made by Selectman Gottlieb to include & support the referenced ATM Article.
Motion seconded by Selectman O'Hara.**

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Mashpee Select Board
Minutes
February 28, 2022

Discussion and Approval of Draft #1 May 2, 2022 Annual and Special Town Meeting Warrant Articles: (continued)

Article: To appropriate \$522,112 to establish a budget for the PEG Access and Cable Related Fund for FY 2023.

**Motion made by Selectman Gottlieb to include & support the referenced ATM Article.
Motion seconded by Selectman Cotton.**

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Article: To appropriate \$14,712 from the Ambulance Receipts Account to the Fire Department Expense Account to purchase chairs, one for each ambulance to move patients from their home to an ambulance.

**Motion made by Selectman Gottlieb to include & support the referenced ATM Article.
Motion seconded by Selectman O'Hara.**

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Article: To authorize the creation of employment positions for the hiring of (4) additional Firefighters funded for three years by the SAFER Grant program. HELD for figures regarding the costs associated to the positions including benefits.

Article: To authorize the appropriation of the Chapter 90 program for road improvement projects. HELD for dollar amount.

Article: To appropriate \$446,205 for the operation of the Kids Klub Enterprise Fund for Fiscal Year 2023.

**Motion made by Selectman Gottlieb to include & support the referenced ATM Article.
Motion seconded by Selectman Cotton.**

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Mashpee Select Board
Minutes
February 28, 2022

Discussion and Approval of Draft #1 May 2, 2022 Annual and Special Town Meeting Warrant Articles: (continued)

Article: To provide annual funding in FY 2023 for the administrative and operational costs of the Community Preservation Committee; \$40,000.

**Motion made by Selectman Gottlieb to include & support the referenced ATM Article.
Motion seconded by Selectman Cotton.**

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Article: To vote to continue to participate in the Community Septic Management Program and the Massachusetts Clean Water Trust for the purpose of making loans to residents.

*To read Clean Water Trust versus Water Pollution Abatement Trust. It was noted the County is seeking to improve the conditions of the loans in this program.

**Motion made by Selectman Gottlieb to include & support the referenced ATM Article.
Motion seconded by Selectman O'Hara.**

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Article: Deposit of Snow on Town Ways and Property, Violations & Enforcement.

**Motion made by Selectman Gottlieb to include & support the referenced ATM Article.
Motion seconded by Selectman Cotton.**

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Article: To provide funds for various Waterways projects; \$195,000.

**Motion made by Selectman Gottlieb to include & support the referenced ATM Article.
Motion seconded by Selectman Cotton.**

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Mashpee Select Board
Minutes
February 28, 2022

Discussion and Approval of Draft #1 May 2, 2022 Annual and Special Town Meeting Warrant Articles: (continued)

Petition Articles:

Article: To prepare a plan to layout and define Christopher Lane; \$5,000.

Motion made by Selectman Gottlieb to support the referenced Petition Article.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Article: To complete the private to public road conversion process of Oldham Circle.

Motion made by Selectman Gottlieb to support the referenced Petition Article.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Article: To affirm the center of community in Mashpee confluent of Main Street (Route 130) and Great Neck Road North.

Motion made by Selectman Gottlieb to support the referenced Petition Article.

Motion seconded by Selectman Weeden.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Article: To replace the current shoulder patch worn on Mashpee Police uniforms no later than (3) months from the date of Town Meeting with the newly adopted Town Seal.

Discussion followed with respect to the intended time limit of the petition article. The Select Board requested the Town Manager develop a plan to convert the new Town Seal on patches to be worn by members of public safety, Town facilities and other applicable items. It was agreed it would be difficult to adhere to a specific timeline to fully implement the display of the new Town Seal.

Wendy Williams proponent of the petition indicated the timeline would give assurance that action is taken, and not allowed to drift to an enormity amount of time. If the action is approved, the petition would be withdrawn.

It was agreed the Select Board would further review the implementation plan next week.

Mashpee Select Board
Minutes
February 28, 2022

Discussion and Approval of Draft #1 May 2, 2022 Annual and Special Town Meeting Warrant Articles: (continued)

Petition Articles: (continued)

Article: To acquire by purchase, gift, eminent domain, or otherwise for conservation, open space and recreation, the Trout Pond area to protect natural resources. HELD.

There was a question regarding the update of the open space/conservation plan as it relates to the timeline for implementation. It was agreed Town Counsel would be consulted regarding the language of this article.

Article: To instruct the Town Select Board to begin each meeting with an acknowledgement of land that recognizes and respects various Indigenous Peoples as traditional stewards of the land. HELD

The Select Board agreed to schedule a meeting with the Tribal Council prior to the execution of the Warrant on March 21, 2022.

Article: To instruct the Select Board to address immediately the growing burden of onerous property tax increases on the Town's low- and moderate-income property owners. HELD

There is an article on the Annual Town Meeting warrant to move forward with respect to this regard.

Article: To reverse the impending ban on the sale of single use water bottles throughout the Town of Mashpee which is set to go into effect on September 30, 2022.

Motion made by Selectman Gottlieb to oppose the passage of the above referenced Petition Article.

Motion seconded by Selectman Weeden.

VOTE: Motion carries. 3-2. To not recommend this article.

Roll Call Vote:

Selectman Sherman, yes	Selectman Weeden, yes	Selectman Gottlieb, yes
Selectman Cotton, no	Selectman O'Hara, no	Opposed, (2)

Article: To establish a 10% limit on the amount by which the Town can increase residential real estate tax in a single tax year on any property owned, directly or indirectly, by one or more individuals aged 65 years or older.

Motion made by Selectman Gottlieb to oppose the passage of the above referenced Petition Article.

Motion seconded by Selectman Weeden.

VOTE: Motion carries. 4-0-1. To not recommend this article.

Roll Call Vote:

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

Mashpee Select Board
Minutes
February 28, 2022

Discussion and Approval of Draft #1 May 2, 2022 Annual and Special Town Meeting Warrant Articles: (continued)

Petition Articles: (continued)

Articles: Solar Related Articles - HELD
 Review was deferred to the next meeting.

Article: To add a new sub-Section to any solar Energy System Overlay District zoning bylaw by adding wording to the Required Performance Standards for Small, Medium and Large-Scale Solar Energy Systems.

Motion made by Selectman Gottlieb to support the referenced Petition Article.
Motion seconded by Selectman Weeden.
After discussion the motion was withdrawn and the article was HELD to the next meeting.

Discussion and Approval of Adding Articles to May 2, 2022 Town Meeting Warrants:

Adding Articles to May Special Town Meeting Warrant:

The Select Board reviewed and approved of the following articles for placement on the Special Town Meeting Warrant of May 2, 2022.

Article: To appropriate \$253,500 to cover costs associated with the identified priority restoration projects including improvements to fish passage on Johns Pond and Mashpee Pond, improvements to storm water runoff treatment at Mashpee Neck Road for water quality and the replacement of the culvert at Red Brook.

The identified (3) projects are eligible for federal funding. To qualify, the Town is required to contribute a 25% match.

Motion made by Selectman Gottlieb to include & support the referenced STM Article.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

**Selectman Sherman, yes
Selectman Cotton, yes**

**Selectman Weeden, yes
Selectman O'Hara, yes**

**Selectman Gottlieb, yes
Opposed, none**

Mashpee Select Board
Minutes
February 28, 2022

Discussion and Approval of Draft #1 May 2, 2022 Annual and Special Town Meeting Warrant Articles: (continued)

Discussion and Approval of Adding Articles to May 2, 2022 Town Meeting Warrants:

Adding Articles to May Special Town Meeting Warrant: (continued)

Article: To appropriate \$35,000 for planning, permitting, treatment and eradication of invasive milfoil on Johns and Santuit Ponds.

**Motion made by Selectman Gottlieb to include & support the referenced STM Article.
Motion seconded by Selectman Cotton.**

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Article: To fund Deputy Harbormaster position; 40 hours per week.
WITHDRAWN.

TOWN MANAGER REPORTS

COVID Update: With the decrease in COVID, the Town-wide mask mandate has lifted.

Town Meeting: Town Meeting is scheduled to be held on May 2, 2022 at the Mashpee High School in normal course, indoors.

ADJOURNMENT

Motion made by Selectman Gottlieb to adjourn at 8:14 p.m.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Respectfully submitted,

Kathleen M. Soares
Secretary to the Select Board

**AGENDA
BOARD OF SELECTMEN
MONDAY, MARCH 7, 2022
WAQUOIT MEETING ROOM
MASHPEE TOWN HALL
16 GREAT NECK ROAD NORTH
MASHPEE, MA 02649**

Broadcast Live on Local Cable Channel 18

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

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

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

MINUTES

Approval of the following: Monday, February 28, 2022 Regular Session

APPOINTMENTS & HEARINGS

- Public Comment
- Discussion and Approval of the Following Special Events: *Recreation Director Mary Bradbury*
 - Annual Fishing Derby: John's Pond, Saturday, April 4, 2022 9 – 11:30 am.
 - Annual Easter Egg Hunt: Mashpee Community Park, Saturday, April 9, 2022 10 am -12 pm; 4-16-22 rain date
 - Memorial Day Ceremony: Mashpee Community Park Veteran's Garden, Monday, May 30, 2022; 10-11:30 am
 - Annual Super Swim: John's Pond, Saturday, June 11, 2022 9 am – 12 pm
 - Mashpee Fireworks Display and Community Picnic: Mashpee High School, Friday, June 24, 2022; 5 – 9:30 pm
- Discussion and Approval of FY23 Transfer Station Fees: *DPW Director Catherine Laurent*
- Discussion and Approval of Appointment to the Conservation Commission:
Erin Copeland, Associate Member, Term Expires June 30, 2022
- Discussion and Possible Action on Kayak Storage: *Shelly Goverman*
- Discussion and Possible Action with Regard to a Non-Binding Ballot Question on the May 7, 2022 Election:
Holtec, LLC Withdrawal of Plans to Discharge Radioactive Water into Cape Cod Bay: *Arlene Williamson*
- Presentation on the Cape Cod Technical High School FY23 Budget: *Superintendent Robert Sanborn*
- Presentation on Petition Articles with Regard to the Solar Overlay District: *NextGrid Daniel Serber (via ZOOM)*

CONVENE JOINT MEETING WITH THE SEWER COMMISSION

Discussion of Town Meeting Articles submitted by the Sewer Commission

ADJOURN JOINT MEETING WITH THE SEWER COMMISSION

NEW BUSINESS

- Town Manager Discussion with Regard to Implementation of the Town Seal

COMMUNICATIONS & CORRESPONDENCE

OLD BUSINESS

- Discussion and Approval of Draft #2 May 2, 2022 Special and Annual Town Meeting Warrant Articles

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

LIAISON REPORTS

TOWN MANAGER UPDATES

EXECUTIVE SESSION

ADJOURNMENT

Mashpee Select Board
Minutes
March 7, 2022

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

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

MINUTES

Monday, February 28, 2022 Regular Session: None at this time.

APPOINTMENTS & HEARINGS

Public Comment:

At the start of Public Comment, Selectman John J. Cotton urged the townspeople to bring the temperature down. While noting the Town is moving forward in the right direction, Selectman Cotton requested the citizens be cognizant and courteous of others in the manner to which they would want to be treated. Appreciation was given to those who take the time to give their opinion and to those who are considerate of others while respecting their right to voice an opinion.

Lynne Barbee of Surf Drive stated she is looking forward to the ZOOM presentation of Daniel Serber regarding the Solar Overlay District petition articles. Ms. Barbee is also a lead petitioner recommending the amendment of the Zoning Bylaw by adding Section F. Required Performance Standards: Small, Medium and Large-Scale Solar Energy Systems. The petition article adds paragraph 12 and 13 by requiring any Solar Energy Systems development of 7 acres or more to provide open space (one half acre open space per one acre development) as well as setbacks from water bodies (300') and wetlands (100') in order to preserve the Town's environment.

Ms. Barbee in closing expressed appreciation to Selectman Cotton for his comments in support to end unnecessary dialogue.

Tim Martin of Russell Road noted he has submitted a petition proposing a 10% real estate cap for individuals aged 65 years or older. Mr. Russell indicated he would like the opportunity to speak with the Select Board on this topic at the next meeting. A meeting on this topic is scheduled with the Finance Committee.

In other business Mary Adams Oleksak of Capstack Circle spoke in full support of the wastewater planning process slated to begin Phase II. Appreciation was given to the Select Board, Sewer Commission and Town staff for their actions and support. It was recommended the Town vigorously debate the plan and acquire professional support to assist in the planning process. Ms. Oleksak indicated that everyone seems to agree on the matter of Clean Water and that it is time to lower the temperature as previously stated.

Mashpee Select Board
Minutes
March 7, 2022

Discussion and Approval of the Following Special Events: Recreation Director Mary Bradbury;

Mary K. Bradbury, Recreation Director was in attendance to request the Select Board approve the following Special Events planned through the end of June. To ease the burden on emergency personnel during the 4th of July, the Annual Fireworks Display and Community Picnic has been rescheduled to Friday, June 24, 2022.

The Recreational events as noted have been signed off by applicable regulatory agencies with stipulations as detailed in the memorandum to the Select Board and Town Manager dated March 2, 2022.

Annual Fishing Derby: John's Pond, Saturday, April 4, 2022 9 – 11:30 am:

Annual Easter Egg Hunt: Mashpee Community Park, Saturday, April 9, 2022 10 am -12 pm; 4-16-22 rain date:

Memorial Day Ceremony: Mashpee Community Park Veteran's Garden, Monday, May 30, 2022; 10-11:30 am:

Annual Super Swim: John's Pond, Saturday, June 11, 2022 9 am – 12 pm:

Mashpee Fireworks Display and Community Picnic: Mashpee High School, Friday, June 24, 2022; 5 – 9:30 pm:

Motion made by Selectman Cotton to approve the Special Event Applications of the Recreation Department as referenced.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes

Selectman Weeden, yes

Selectman Gottlieb, yes

Selectman Cotton, yes

Selectman O'Hara, yes

Opposed, none

Discussion and Approval of FY23 Transfer Station Fees: DPW Director Catherine Laurent:

Catherine Laurent, Director of Public Works was present to discuss and recommend the sticker fees at the Transfer Station for Fiscal Year 2023 scheduled to be made available for sale on June 1, 2022. With approval, the new guide booklet for the Transfer Station will be printed, distributed and made available on the Town's website.

As per the Select Board's directive, users of the Transfer Station would fund 100% of the operation of this facility. Sticker fees are the primary source of revenue. Monies are also received at the gate for disposal and recycling as well as sales from recyclables.

It is recommended the 1st household sticker fee be increased by \$15 to \$205 to achieve the 0% subsidy goal. No other increases in sticker fees are proposed.

It was noted last year the 1st household sticker sales decreased by approximately 200 and the 2nd household sticker purchased increased by 50 users. Single trip passes also showed decline while recycling monies increased last fiscal year. The fluctuation is attributed to COVID.

Motion made by Selectman Gottlieb to approve and recommend the 1st Household Sticker Fee of \$205 for FY2023 as provided.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes

Selectman Weeden, yes

Selectman Gottlieb, yes

Selectman Cotton, yes

Selectman O'Hara, yes

Opposed, none

Mashpee Select Board
Minutes
March 7, 2022

Discussion and Approval of Appointment to the Conservation Commission:
Erin Copeland, Associate Member, Term Expires June 30, 2022:

Correspondence was received from Andrew McManus, Conservation Agent dated February 25, 2022 relative to the unanimous recommendation of the Conservation Commission to appoint Erin Copeland as Associate Member. Attached to the communication was a letter of interest and resume for the Select Board's review.

Motion made by Selectman Gottlieb to appoint Erin Copeland to the Conservation Commission as an Associate Member with a term to expire; June 30, 2022.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Discussion and Possible Action on Kayak Storage: Shelly Goverman:

The Select Board met with Shelly Goverman to consider her request to create kayak storage areas for easy access to the waterways. For comparison, the Town of Barnstable has areas to leave kayaks on town-owned land in proximity to the water when they purchase a seasonal pass for \$50. It can be physically challenging to load and unload kayaks onto vehicles to enjoy this type of recreational activity.

The Select Board was receptive of the concept. It was agreed the Department of Natural Resources (DNR) would be consulted to determine proposed locations for kayak storage racks.

Discussion and Possible Action with Regard to a Non-Binding Ballot Question on the May 7, 2022 Election:
Holtec, LLC Withdrawal of Plans to Discharge Radioactive Water into Cape Cod Bay: Arlene Williamson:

Arlene Williamson, Surf Drive discussed her memorandum of February 1, 2022 regarding a Non-Binding Advisory Question on the Spring Ballot to all upon Holtec Pilgrim, LLC, owner of the closed Pilgrim Nuclear Power Station and Holtec Decommissioning International, LLC, to immediately withdraw any plans to discharge any radioactive water into Cape Cod Bay.

Ms. Williamson in concern indicated there is no clear concise breakdown of the pollutants to be discharged and no control of other sites to be decommissioned. A non-binding question would be a way to allow the voices of Mashpee residents to be heard on this critical matter. Ms. Williamson indicated Cape Cod Bay is vital to our economy and its waters should remain safe and clean for our fishing industry, tourism for to those who reside and enjoy recreation within the waters. Although the Town of Mashpee has gone on record in opposition, the Select Board agreed to accept the Non-Binding Ballot Question.

Motion made by Selectman Gottlieb to approve the Non-Binding Ballot Question as referenced, and execute said document on March 21, 2022.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Mashpee Select Board
Minutes
March 7, 2022

Presentation on the Cape Cod Technical High School FY23 Budget: Superintendent Robert Sanborn:

The Mashpee Select Board met with Cape Cod Technical High School Superintendent Robert Sanborn to review matters associated to the FY 2023 School budget. Mr. Sanborn acknowledged the school's Finance Committee representative Dave Bloomfield and School Building Committee member Dawn Thayer for their contributions on behalf of the Town of Mashpee.

Mr. Sanborn was pleased to announce the enrollment trend is escalating. The number of Mashpee students has risen by 4 in FY2023. Of the four, three attend the Falmouth High School under the School Choice program funded by the technical school budget. This brings forth a total enrollment of 48 students which represents 7.7% of the student enrollment.

The FY 2023 budget has increased by 1.99% or \$16,127,000. This represents a \$335,000 increase over last year. The primary source of revenue derives from district assessments. The total assessments is \$12,708,963. Mashpee's share is 4.8% or \$1,011,446. Additional revenue sources include State Aid and Local revenue.

Discussion followed with respect to capital debt from the new school building project. A bond was issued in the amount of 468,985,000 at a rate of 3.32%, 20-years fixed principal. The nine-year mark opens the door for refinance if it is viable in 2028.

Graduate follow up studies have remained consistent with past years having 84% of the students living and working on the Cape.

The Other Post-Employment Benefits (OPEB) is noted to be substantial with nearly \$2,000,000 in reserve. The sum of \$250,000 is earmarked for the FY 2023 budget moving forward in ensuing years to \$300,000 to fully fund health insurance over a 28-year period.

COVID relief funds have provided for an additional nurse and two custodians, positions not in the funded budget. Remaining funds would be devoted to mental health, and social and emotional learning. A summer camp is planned for incoming freshmen, and a new animal science program is being developed. Grant funds may be sought to increase the technical programming to advocate for future clean energy studies.

Presentation on Petition Articles with Regard to the Solar Overlay District: NextGrid Daniel Serber (via ZOOM):

The Select Board met with Daniel Serber of NextGrid via ZOOM to review the proposed Solar Overlay District in the Town of Mashpee. Several petition articles are proposed on the May Town Meeting warrant for this purpose.

NextGrid is a company specializing in repurposing rooftops, parking lots and distressed land into clean energy-producing solar plants. NextGrid has repurposed sandpits with permitted projects in the Towns of Brewster, Bourne and Harwich. This firm has also constructed solar at a sandpit project in the Town of Chatham.

Mr. Serber indicated the site under review in Mashpee is located at 420 Nathan Ellis Highway and is comprised of approximately 38 acres. This includes residential parcels to the east and south with a 24.5-acre primary parcel which is partially zoned C2 and R5 located at the site of a former sandpit.

Mashpee Select Board
Minutes
March 7, 2022

Presentation on Petition Articles with Regard to the Solar Overlay District: NextGrid Daniel Serber (via ZOOM):
(continued)

Mr. Serber indicated the sandpit site is the highest and best use for a solar project. The topography is costly for other traditional development. With solar there will be no impact on traffic, no impact on schools, no impact on groundwater, and no additional strain on town services or resources.

There would be no visual impacts as equipment pads would be located at minimum, 800' from residential structures with at least 50' of vegetated buffers on residential sites with additional berms and plantings. Native pollinator plants would create a meadow underneath the structures to enhance wildlife.

Alternative uses for this property include a livestock or poultry farm, a church, government building, cemetery, residential and agriculture uses. By special permit a large retail store, auto sales, parking lot or strip mall could be constructed.

It is estimated the 9-megawatt ground-mounted fixed tilt solar field with battery storage would generate \$12,000 per MWdc annually, \$1,872,000 per term of 20 years. Rent is considered at \$9,450 per MWdc annually with an estimated \$73,710 - \$1,474,200 over the period. After the useful life of the project NextGrid would have the option to reacquire the land for \$2,180,000.

In discussing this proposal, it was noted there has been no environmental assessment to date.

It was disclosed the proponent of this project differs from the original petitioner.

The parcels to the south and to the east of the 24.5 acres is owned by the original petitioners.

For comparison purposes it was agreed there should be further information and discussion regarding the current tax payment on the subject properties, the annual revenue and revenue assumed over a 20-year period as well as actual values if the property was not improved upon.

This is the first presentation brought before the Select Board, and potential offerings have not been fully vetted. It was agreed the Select Board would meet with the project proponent at the next meeting to further review this matter. The next scheduled meeting is March 21, 2022.

CONVENE JOINT MEETING WITH THE SEWER COMMISSION

The Sewer Commission convened their joint meeting with the Select Board to review matters associated to wastewater including (2) articles proposed for funding at the May 2, 2022 Special Town Meeting. In attendance was Michael Rapacz, Joe Lyons, Anne Malone, Thomas Burns and Kenneth Dunn.

Mashpee Select Board
Minutes
March 7, 2022

Discussion of Town Meeting Articles submitted by the Sewer Commission: (continued)

Article 19 of the Special Town Meeting warrant proposes to appropriate a sum of money, up to \$80,000 to fund a groundwater infiltration test to quantify the amount of treated wastewater effluent that may safely and responsibly be discharged at the Town's wastewater treatment facility.

It was explained the Town has a groundwater discharge permit that limits effluent disposal to 120,000 gallons per day (gpd). This is sufficient for wastewater being collected and treated in Phase I (approved and funded) of the Clean Water Plan. It is hopeful the hydraulic loading test would allow for the increased capacity of treated water effluent to allow the Town to consider Phase II at this site location.

This is a proactive and cost-effective approach to collecting and treating wastewater. The use of ARPA funds would be considered as a funding source.

Motion made by Selectman Gottlieb to include and support Article 19 of the Special Town Meeting warrant in the not to exceed amount of \$80,000 modifying the source of funding from revenue available for appropriation to ARPA funding or however it is so determined by Town Counsel.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Article 20 of the Special Town Meeting warrant proposes to appropriate funding for the preparation of design and engineering sufficient to estimate total construction costs for the wastewater collection, pumping, discharge and treatment facilities required to implement Phase II sections 2A through 2E of the Mashpee Clean Water Plan.

This action would fund 25% design to meet the obligations to reduce nitrogen as required and to meet the water quality standards for the Town's two estuaries while improving water quality in the major freshwater ponds in the Town of Mashpee.

It was noted that (2) bid proposals have been received to conduct the revised 25% design of Phase II. It is anticipated the bid selection would be made by June 30, 2022. The aggressive timeline is planned to adhere to the requirements of the SRF loan for submittal in August. The bid would provide for cost estimates of each of the 5 segments and what would be required of the modular treatment plant.

Two bids were received today. However, being late filed it was difficult to determine the highly advantageous submission. Therefore, approval of the referenced article was held to finalize the article language and to obtain a cost estimate as well as financing options for the completion of the 25% design.

The Select Board directed the Town Manager to seek financing solutions for this article. Funds to be considered include nitrogen mitigation funds, ARPA funding and Local Receipts of which the Town has set aside 75% for wastewater.

Moving forward as envisioned, the 2023 Spring Town Meeting would request construction and final design for Phase II with construction commencing in 2024.

Mashpee Select Board
Minutes
March 7, 2022

Discussion of Town Meeting Articles submitted by the Sewer Commission: (continued)

It is expected the groundbreaking for Phase I of the Mashpee Clean Water Plan would commence in the early summer of 2022.

As the Town moves forward in a fast pace process, it is important to realize the Town of Mashpee is mandated to remove nitrogen from its waters, and federal funding is readily available for those projects advancing forward. The Town is not expected to begin making payment until project completion, six months after a project is certified. Realistically it is a five-year notice to plan for expenditures.

ADJOURN JOINT MEETING WITH THE SEWER COMMISSION

The Joint Meeting between the Select Board and Sewer Commission adjourned at 8:14 p.m.

NEW BUSINESS

Town Manager Discussion with Regard to Implementation of the Town Seal:

Acting under the direction of the Select Board, Town Manager Rodney C. Collins made recommendation regarding the implementation of policy to display the new Town Seal, subsequent to its official adoption at the May 2, 2022 Town Meeting.

It is expected the new Town Seal would replace the former Town Seal and appear on all Town facilities, signs, flags, vehicles, uniform/attire, insignia, patches, stationary, business cards and/or any other depiction of the Town Seal adopted prior to 2022. This shall include any patches worn by members of the Mashpee Police and Fire Departments.

The transition cannot be immediate and as a cost-effective means must be a deliberate, but gradual process.

Town Manager Rodney C. Collins recommended that all patches worn by members of the Mashpee Police Department be replaced by June 30, 2023, with all other items to be replaced within a reasonable time period and within budgetary constraints. It was disclosed that Police Chief Scott Carline maintains authority to design the patch for his department. Chief Carline has reviewed the design of the proposed new patch without objection.

Motion made by Selectman Gottlieb to accept the timeline and procedures of policy for the Implementation of the New Town Seal pending its adoption as recommended by the Town Manager.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes
Selectman Cotton, yes

Selectman Weeden, yes
Selectman O'Hara, yes

Selectman Gottlieb, yes
Opposed, none

Mashpee Select Board
Minutes
March 7, 2022

OLD BUSINESS

Discussion and Approval of Draft #2 May 2, 2022 Special and Annual Town Meeting Warrant Articles:

Due to the late hour of the meeting, the Select Board agreed to finalize the Special and Annual Town Meeting Warrant on March 21, 2022. However, the following articles were voted upon to facilitate the compilation process.

Annual Town Meeting Warrant:

Article 2: To Fund the Annual Operating Budgets for the various Town Departments; \$64,531,371.

Motion made by Selectman Gottlieb to include and support Article 2 of the Annual Town Meeting Warrant as presented.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Article 4: To Fund the Cape Cod Technical School Budget, Mashpee's Share: \$1,011,446.

Motion made by Selectman Gottlieb to include and support Article 4 of the Annual Town Meeting Warrant as presented.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Article 13: To authorize the creation of employment positions for the hiring of (4) Additional Firefighters funded for three years by the SAFER grant effective July 1, 2022.

Motion made by Selectman Gottlieb to include and support Article 13 of the Annual Town Meeting Warrant as presented.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

LIAISON REPORTS

Assembly of Delegates: There has been some controversy with respect to the use of ARPA funds that would hopefully be equitably resolved in favor of the 15 Cape towns.

Mashpee Select Board
Minutes
March 7, 2022

TOWN MANAGER UPDATES

Joint Meeting with Tribal Council: A meeting is forthcoming between the Town of Mashpee and Wampanoag Tribal Council with location, time and agenda items to be announced.

ADJOURNMENT

Motion made by Selectman Gottlieb to adjourn at 8:28 p.m.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes
Selectman Cotton, yes

Selectman Weeden, yes
Selectman O'Hara, yes

Selectman Gottlieb, yes
Opposed, none

Respectfully submitted,

Kathleen M. Soares
Secretary to the Select Board

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



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

MEMORANDUM

To: Honorable Select Board
From: Town Manager Rodney C. Collins
Reference: Fire Chief
Date: March 17, 2022

As you know, Fire Chief Thomas Rullo has announced his retirement and it is effective April 22, 2022. As a result of the anticipated vacancy, I had the Human Resources Department internally post the position with the related job description. The position was posted February 3, 2022 with minimum requirements consistent with job description and professional standards.

The screening panel, which included the retired Dennis Fire Chief, recommended Deputy Chief John "Jack" Phelan for the position of Fire Chief. I subsequently conducted an Appointing Authority interview. Based upon Deputy Chief Phelan's knowledge, skills and abilities, he is deemed competent and qualified for the position. After reviewing his education, training and experience, I also affirm and attest that this promotion is being made solely on the basis of merit and fitness demonstrated by examination, past performance, or by other evidence of competence and suitability.

I affirm and attest that all Town policies, procedures and selection protocols were adhered to. Therefore, I request that the Select Board certify the selection process consistent with Section 5-4 of the Town Charter. I further strongly recommend Deputy Chief Phelan to be appointed as Fire Chief. Therefore, I request that the Select Board confirm the appointment and promotion of Deputy Chief Phelan to the position of Fire Chief consistent with Section 4-2(b) of the Town Charter.

Upon certification of the process and confirmation of the appointment, I will initiate negotiations for terms and conditions of a Personal Services Agreement. I will subsequently seek ratification of such agreement.

IN-HOUSE POSTING

FIRE CHIEF

The Town of Mashpee Fire Department seeks candidates for Fire Chief. This is a full time position, 40 hours/week; 8:00am – 4:00pm, Monday-Friday; salary to commensurate with qualifications and experience.

Provides the community, residents and others with an effective and efficient fire service according to all applicable laws and current professional fire service standards and practices. The Fire Chief identifies, manages and provides for the attainment of fire service objectives through the deployment of resources and the conduct of fire service operations according to departmental policies, procedures and other authorized practices. Works cooperatively with other governmental agencies to achieve fire service and other related community objectives within the limitations of the available resources. Manages and provides for the administration of the Mashpee Fire Department, its authorized personnel, financial, and other resources to deliver emergency medical, fire fighting, rescue, hazmat, fire investigation, fire prevention, disaster planning and related services.

Bachelor's degree from a recognized and accredited institution in fire science, fire protection engineering, public safety administration, business administration, or a closely related discipline; more than ten (10) years of progressively responsible fire service experience as a member of a fire department providing fire and EMS services with a minimum of five (5) years of experience as a Shift Supervisor (three (3) years as Lieutenant and two (2) years as Captain). Three (3) years as a Deputy Fire Chief preferred; or any equivalent combination of education, training, and experience, and be a person of good financial and personal standing. Fire Chief Accreditation by the Commonwealth of Massachusetts Fire Commission is highly desirable. CFO or EFO graduate is preferred. Must have and maintain a valid Massachusetts EMT or Paramedic Certification. Must be able to successfully implement and apply the National Incident Command System (N.I.C.S.); must have received formal training and demonstrated experience in fire behavior, EMS and mass casualty incident management; hazmat response management, multiple alarm fire incident management and disaster response management. Must reside within 15 miles of the Town of Mashpee (home to closest border).

Interested candidates must submit a fully completed original Town of Mashpee employment application (available on the HR Dept. Employment Opportunities webpage at mashpeema.gov), resume and cover letter to Human Resources Director Kimberly Landry, Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA 02649. The original application must be received by no later than **4:30pm on Monday, February 14, 2022.**

The Town of Mashpee is an EEO/AA Employer
Applications from Women and Minorities are Encouraged

Posted: February 3, 2022

**FIRE CHIEF – JOB DESCRIPTION
FIRE DEPARTMENT
TOWN OF MASHPEE, MASSACHUSETTS**

SUMMARY

The purpose of this position is to provide the community, residents and others with an effective and efficient fire service according to all applicable laws and current professional fire service standards and practices. The Fire Chief identifies, manages and provides for the attainment of fire service objectives through the deployment of resources and the conduct of fire service operations according to departmental policies, procedures and other authorized practices. S/he works cooperatively with other governmental agencies to achieve fire service and other related community objectives within the limitations of the available resources. S/he manages and provides for the administration of the Mashpee Fire Department, its authorized personnel, financial, and other resources to deliver emergency medical, fire fighting, rescue, hazmat, fire investigation, fire prevention, disaster planning and related services. The Fire Chief is responsible for maintaining and improving upon the efficiency and effectiveness of all areas under his/her direction and control.

SUPERVISION

Supervision Received: Works under the policy direction of the Town Manager, and according to the applicable provisions of Federal, Massachusetts, and Mashpee laws. The position is subject to review and evaluation according to the Town's personnel policies and practices.

Supervision Given: Supervises employees directly, through others, and through established departmental policy, general, specific and special orders; supervises and is responsible for the supervision and performance of all people within the operating units under his/her direction and control.

JOB ENVIRONMENT

Work is performed in indoor and all outside seasonal environmental conditions. Fire and Rescue services working environmental conditions range from average indoor conditions to extremes of heat and cold and all New England weather conditions. During Fire and Rescue operations the noise levels are loud to very loud. The job involves recurring exposure to body fluids, infectious pathogens, fire, toxic materials and fumes and hazardous electrical, mechanical and other devices. Work may be performed at extreme heights, below grade level, in very confined and fully exposed spaces or locations and requires wearing the appropriate protective clothing and gear. Most of the work performed is of a management or administrative nature.

The work is physically and intellectually demanding because it requires the capacity to manage and provide for the development of all phases of departmental operations, and to personally direct and implement the appropriate responses, strategies and methods for protecting life, property and controlling a wide variety of incidents.

During Fire and Rescue operations the employee has recurring contact with the general public, the media, other emergency personnel and law enforcement. During normal duty hours most contacts are with fellow employees, vendors, other departments, civic groups and community leaders and representatives. Contact is made in person, by phone, email, in writing or through the mail.

ESSENTIAL FUNCTIONS

[The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.]

1. Manages, directs, supervises, coordinates and otherwise provides for the fire service and its operations for the Town; formulates and implements plans, policies and procedures to provide for the management of the department, the development of its capacities and its effective and efficient delivery of emergency and non-emergency services, including but not limited to, emergency medical services, fire fighting, disaster planning, containing and mitigating hazardous materials incidents, preventing emergency incidents through inspections and education, and providing other emergency management programs.
2. Coordinates with other Town, area, regional, state and federal fire, emergency management and related departments and agencies to develop and provide coordinated effective responses to emergencies that require resources and capabilities beyond the Mashpee Fire Department; negotiates, administers and implements mutual aid agreements.
3. Provides for the training of all personnel in all required competencies and certifications through in-service training, classroom instruction, seminars, the fire service academy, other recognized resources and practical exercises.
4. Establishes and maintains an effective and efficient organization structure and command that collects, organizes, maintains and administers personnel, equipment, facilities, programs and information necessary to conduct fire service operations; inspects operations to ensure compliance with and or conformity to department policies, procedures, rules, regulations, training expectations and other professional fire service standards.
5. May personally take command responsibility at any incident involving the Mashpee fire service, particularly major or other critical incidents.
6. Prepares, submits, defends, administers and controls the Department's operating and capital budgets including recommendations regarding personnel, apparatus, equipment, supplies, training, communications and other matters requiring the expenditure or commitment of funds and other resources.

7. Manages, administers or provides for the administration of all matters involving personnel including their appointment, promotion, recognition, discipline, scheduling, supervision, deployment, the administration of labor agreements, the review of disputes or differences and providing for their resolution.
8. Works cooperatively and in concert with other Town officials and adopted policies, procedures and information management systems; prepares and submits reports regarding the Department's operations as determined necessary and appropriate.
9. Coordinates requirements with the Water District, the Department of Community Development and Environmental Management, and the associated boards and committees to assure that the interests and needs of the fire service are taken into consideration and adequately addressed; reviews and comments upon proposed development plans in coordination and cooperation with other Town departments.
10. Attends and practically applies information obtained at professional development conferences, meetings, seminars and training programs.
11. Personally conducts and provides for the inspection of new and existing premises structures, occupancy and egress for compliance with adopted fire and related codes.
12. Reviews, requires or recommends or provides for the review, stipulation of requirements and recommendations regarding licenses and permits involving the Fire Department.
13. Serves as the Town of Mashpee Emergency Management Manager under the direction of the Town Manager, who is the Emergency Management Director. Responsible for coordinating the response of municipal agencies or county officials during disaster declarations and/or other emergency activities.
14. Maintains assigned vehicle in a neat and orderly manner consistent with sanitary requirements and job expectations established by proper authority. Reports any damage or inadequacies as required.
15. Maintains confidentiality of department records and information on a "need to know basis."
16. Performs other similar or related duties as required or as the situation dictates.

ERRORS AND OMISSIONS

Errors or omissions, inadequate coordination, untimely work, inaccuracies, or actions and inactions beyond one's delegated scope of authority may result in technical flaws triggering assumed decisions, may produce extra work, may impose injurious financial loss or have other legal ramifications. Errors or omissions can result in injury to employees, other emergency services personnel or the public, damages to buildings or equipment; liability

from malfeasance, misfeasance or nonfeasance, delays or otherwise inept or ineffective services including the loss of life.

MINIMUM QUALIFICATIONS

Education, Training and Experience: Minimum requirements of the position include a bachelor's degree from a recognized and accredited institution in fire science, fire protection engineering, public safety administration, business administration, or a closely related discipline; more than ten (10) years of progressively responsible fire service experience as a member of a fire department providing fire and EMS services with a minimum of five (5) years of experience as a Shift Supervisor (three (3) years as Lieutenant and two (2) years as Captain). Three (3) years as a Deputy Fire Chief preferred; or any equivalent combination of education, training, and experience, and be a person of good financial and personal standing. Fire Chief Accreditation by the Commonwealth of Massachusetts Fire Commission is highly desirable. CFO or EFO graduate is preferred. Must have and maintain a valid Massachusetts EMT or Paramedic Certification.

Knowledge, Skills and Abilities:

Knowledge: Thorough knowledge of the management, organization, development, principles, and practices of contemporary, effective fire service, its functions, policies and procedures, rules, and regulations and specifically of the Town of Mashpee Fire and Rescue Department; thorough knowledge of fire suppression, emergency medical services, emergency management, hazardous materials incident management and mitigation, rescue, fire inspections, the adopted fire codes, public education and the use and care of apparatus and equipment; thorough knowledge of local and state laws governing fire/rescue activities; thorough knowledge of the geographic, climatic, and structural characteristics of the Town of Mashpee.

Skills: Skill in using fire and rescue emergency vehicles, equipment and tools; skillfully apply emergency medical capabilities; skill in public speaking, representing the Town and the Department and in managing people. Skill in operating a keyboard at an efficient speed. Must be capable of reporting to work punctually and dependable in attendance.

Abilities: Ability to effectively manage, direct and supervise fire/rescue operations and personnel and work for long hours as may be necessary; to develop and effectively maintain good discipline, teamwork and cooperation amongst officers and line staff; to exercise good judgment and to provide clear and appropriate oral and written instructions; ability to provide for the safety of personnel and other department resources; ability to analyze emergency situations and to develop and implement effective courses of action, giving appropriate regard to surrounding hazards and circumstances; ability to drive all apparatus and operate equipment; ability to properly work in confined places, toxic atmospheres, and extreme heat; ability to properly lift, carry and otherwise move and utilize heavy fire/rescue/emergency medical equipment and victims; ability to think clearly, respond immediately, and act quickly, calmly, and effectively in emergency situations; ability to engage in strenuous physical effort as may be required; ability to work from heights; ability to communicate tactfully and effectively with the public and employees; ability to cope with

stressful situations; ability to prepare, manage and implement budgets; ability to develop, and manage programs and projects.

Physical Requirements: Required to stand and bend for extended periods; may come in contact with toxic or caustic chemicals or fumes and risk of electrical shock; frequently required to talk, speak in public, listen, smell and walk; frequently uses hands to finger, handle, or feel objects, tools, or controls; reaches with hands and arms; kneels and bends to work on equipment or patients; required to sit for extended periods to perform office work and to move about incident scenes; specific vision abilities required include close, color and distance vision, peripheral and depth perception and the ability to adjust focus; ability to operate a vehicle safely and efficiently; ability to occasionally lift up to 100 lbs and over 100 lbs with assistance; must be able to hear normal sounds, distinguish sound as voice patterns or vehicle sounds and communicate through human speech using clear American English. Must be able to operate a keyboard at an efficient speed.

Special Requirements: Must be able to successfully implement and apply the National Incident Command System (N.I.C.S.); must have received formal training and demonstrated experience in fire behavior, EMS and mass casualty incident management; hazmat response management, multiple alarm fire incident management and disaster response management. Must reside within 15 miles of the Town of Mashpee (home to closest border). Must be able to demonstrate, through references or otherwise, the ability to assign priorities to varied work demands, independently and effectively accomplish detailed work requirements, and provide high levels of courteous service. Must possess and maintain a valid Commonwealth of Massachusetts driver's license (Class D) to operate a motor vehicle. Must successfully be able to complete a comprehensive background investigation and criminal record check. Must be able to provide proof of eligibility to work in the United States.

[This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.]

Adopted: August 21, 2017

Revised: February 1, 2022

Pages: (5) Five



TOWN OF MASHPEE


OFFICE OF SELECTMEN

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

MEMORANDUM

Date: March 16, 2022

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

From: Stephanie A. Coleman, Administrative Secretary 

Re: Special Event and Temporary Sign Permit Application – Heroes in Transition, Ruck4HIT

Description

Discussion of the Special Event and Temporary Sign Permit Application for the Ruck4HIT, hosted by Heroes in Transition.

Background

The proposed event is scheduled to take place beginning 1:00 A.M. Friday, April 29, 2022 through 8:00 P.M. Saturday, April 30, 2022.

The Ruck4HIT race will pass through the Town on April 29 and April 30, 2022. Attached are the volunteer exchange times and route information. Cape Cod Coffee and the Mashpee Commons will play host at the finish line, located at 53 Market Street in the Mashpee Commons. The Finish line team is comprised of Jan Aggerback from Cape Cod Coffee, as well as Krysten Kelliher from the Mashpee Commons who will serve food for the event.

Pass through/Exchange times:

5:07 AM:	Route 28 Mashpee
5:28 AM:	28 Great River Road
5:58 AM:	Cape Cod Children's Museum, 577 Great Neck Road South
6:21 AM:	Smitty's Ice Cream, 538 Falmouth Road
12:18 PM:	Heritage Park, 520 Main Street
12:53 PM:	Mashpee Public Library, 64 Steeple Street
1:01 PM	Cape Cod Coffee, Market Street Mashpee Commons

***The applicant is also requesting up to 24, 18"x24", directional signs at the following locations:**

Route 28

Redbrook Road

Monomoscoy

Great Neck

Quinaquissett

Route 130

Mashpee Veterans Park

Mashpee Commons

Recommendations

Health – Approved. No additional comments.

Building – Approved. No additional comments.

DPW – Approved. Applicant is responsible for picking up litter exchanges. Applicant is responsible for providing portable toilets at Heritage Park.

Fire – Approved. No additional comments.

Police – Approved. No Details will be required for this event.

SAFETY & VOLUNTEER EXCHANGE TIMES

EXCHANGE #	RUNNER MUST leave exchange by:	Address of Exchange / Special Instructions/ Stops	Overall Dist (MI)
	1:00 AM	Start: Shining Sea bikepath	0.00
1	1:33 AM	Old Dock Road, Falmouth MA	3.23
2	2:07 AM	Seafood Sam's, 356 Palmer Ave, Falmouth (Exchange is on the bikepath) "SEAFOOD SAM'S"	6.56
3	2:30 AM	Parking area off Shining Sea Bikeway @ Oyster Pond Rd., Falmouth "OYSTER POND"	8.86
4	2:51 AM	Captain Kidd Rest., 77 Water St, Falmouth (Falmouth Road Race Start Line) "GET TO THE KIDD"	10.90
5	3:16 AM	564 Surf Dr, Falmouth (Parking lot across the street) "HANG 10 ON SURF DR"	13.30
6	3:54 AM	Fal. Heights Beach parking lot (use BBC Rest., 263 Grand Ave, Falmouth) "FALMOUTH ROAD RACE FINISH"	17.03
7	4:21 AM	Menauhant Beach parking lot (2nd dirt lot on right) "MENAUHANT BEACH"	19.65
8	4:41 AM	Kenyon's Market, 769 Rt 28, E. Falmouth "CENTRAL AVE STRAIGHT SHOT"	21.65
9	5:07 AM	Martin Rd & Rt 28 Mashpee "ENTERING MASHPEE"	24.16
10	5:28 AM	The Jones Residence, 28 Great River Rd, Mashpee "JETHRO" - FOOD & COFFEE	26.16
11	5:58 AM	Cape Cod Children's Museum, 577 Great Neck Rd, Mashpee "CHILD'S PLAY"	29.13
12	6:21 AM	Smitty's Ice Cream/MOCEAN Adventures, 538 Falmouth Rd, Mashpee "MOCEAN OF THE OCEAN"	31.38
13	7:00 AM	Loop Beach, Ocean View Ave, Cotuit "LOOP BEACH"	35.18
14	7:32 AM	Mid-Cape Animal Hospital (near DD's), 3821 Falmouth Rd #8B, Marstons Mills "DUNKIN DONUTS"	38.28
15	8:05 AM	McBarron Fields, 940 Old Falmouth Rd, Marstons Mills "MCBARRON FIELDS" - PT STOP	41.48
16	8:39 AM	Cooperative Bank of Cape Cod, 1121 Main St (Rt 6A) West Barnstable "THE COOP"	44.79
17	9:16 AM	St Mary's Church, 3055 Main St, Barnstable "HAIL MARY!"	48.43
18	9:43 AM	Cummaquid Golf Club, 77 Marstons Lane, Yarmouth Port "THE QUID"	51.05
19	10:14 AM	Royal II Rest. & Grill, 715 MA 6A, Yarmouth Port, "ROYAL" - PT STOP	54.11
20	10:46 AM	Dennis Council on Aging/Senior Center, 400 Setucket Rd., Dennis "SETUCKET"	57.26
21	11:21 AM	Brewster Transfer Station, 201 Run Hill Rd, Brewster "BREWSTER"	60.62
22	11:47 AM	Brewster Town Offices, 2198 Main St, Brewster "BREWSTER BALL"	63.18
23	12:17 PM	Crosby Beach Landing, Brewster "CROSBY" - COFFEE & PT STOP	66.07
24	12:49 PM	Parking lot across from Orleans Police Dept., 90 Eldredge Parkway, Orleans "ACROSS FROM OPD"	69.18
25	1:27 PM	Eastham Suprette-2475 US-6, Eastham "EASTHAM SUPRETTE"	72.93
26	1:56 PM	Intersection of Nauset Rd/Cape Cod Rail Trail, Eastham "NAUSET"	75.80
27	2:33 PM	BEHIND S. Wellfleet Post Office, 1426 US RT.6, South Wellfleet, MA (exchange in bikepath pkg lot) "WELLFLEET" - COFFEE, FOOD & PT STOP	79.41
28	2:59 PM	The Beachcomber, 1120 Cahoon Hollow Rd, Wellfleet "THE COMBER"	81.87
29	3:32 PM	Moby Dick Rest., 3225 US 6, Wellfleet "GROSS HILL"	85.16
30	4:09 PM	Intersection of Collins Rd/S. Parnet Rd, Truro "SOUTH PAMET"	88.70
31	4:32 PM	Whitmanville Rd (aka Hill Rd), Truro "HILLS AWAY"	90.94
32	4:52 PM	Intersection of South Highland Rd & South Hollow Rd, Truro "SOUTH"	92.95
33	5:14 PM	Terra Luna Rest., 101 MA 6A N. Truro "TERRA LUNA" - COFFEE & PT STOP	95.05
34	5:46 PM	Kalmar Village, 671 MA 6A, Truro "SHORE"	98.17
35	6:44 PM	Pilgrim Monument, 1 High Pole Hill Rd, Provincetown "MONUMENT" - TEAM CHALLENGE	100.88
36	7:10 PM	Kalmar Village, 671 MA 6A, Truro "HEADING HOME"	103.50
37	7:43 PM	Terra Luna Rest., 101 MA 6A N. Truro "BACK TO TRURO" - COFFEE & PT STOP	106.64
38	8:04 PM	Intersection of South Highland Rd and South Hollow Rd, Truro "HIGHLAND HILLS"	108.73
39	8:25 PM	Whitmanville Rd (aka Hill Rd), Truro "HILLS HOME"	110.75
40	8:48 PM	Intersection of Collins Rd/S. Parnet Rd, Truro "SOUTH PAMET 2"	112.99
41	9:24 PM	Moby Dick Rest., 3225 US 6, Wellfleet "AHOY"	116.52
42	9:57 PM	The Beachcomber, 1120 Cahoon Hollow Rd, Wellfleet "GROSS HILL AGAIN"	119.78
43	10:23 PM	BEHIND S. Wellfleet Post Office-1426 US RT.6, South, Wellfleet, MA (exchange in bikepath pkg lot) "LECONY HOLLOW" - COFFEE, FOOD & PT STOP	122.26
44	11:00 PM	Intersection of Nauset Rd/Rail Rd Ave, Eastham "NAUSET RD"	125.86
45	11:29 PM	Eastham Suprette, 2475 US-6, Eastham "EASTHAM SUPRETTE"	128.73
46	12:01 AM	St. Joan of Arc Church, 61 Canal Rd, Orleans "JOAN OF ARC"	131.86
47	12:31 AM	Nickerson State Park, 3448 Main St, Brewster "NICKERSON STATE PARK"	134.82

48	12:59 AM	Cape Cod Rail Trail Parking Lot - Intersection of Long Pond Rd/Underpass Rd, Brewster "UNDERPASS"	137.48
49	1:33 AM	Cape Cod Rail Trail - Headwaters Drive, Harwich "HARWICH"	140.82
50	1:56 AM	PARK"	143.11
51	2:27 AM	Old Colony Rail Trail Parking Area - 39 Meetinghouse Rd, Chatham "CHATHAM"	146.05
52	3:00 AM	Old Colony Rail Trail - Meet at intersection of Stepping Stones Rd/Nob Hill Rd, Chatham "STEPPING STONE"	149.32
53	3:54 AM	Parking Lot across from Chatham Light House, 37 Main St, Chatham "CHATHAM LIGHT" - TEAM CHALLENGE	151.67
54	4:27 AM	Ocean State Job Lot, 1674 Main St, Chatham "OCEAN STATE"	154.87
55	5:05 AM	Squatucket Marina, 715 Rt 28, Harwichport "THE MARINA"	158.58
56	5:39 AM	Seaview Park, 475 Lower County Rd, Dennis Car "SEAVIEW PARK"	161.95
57	6:09 AM	Good Friends Café, 83 School St, W. Dennis "GOOD FRIENDS"	164.82
58	6:47 AM	Mobil Gas Station, 601 Rt. 28, W. Yarmouth "BACK TO YARMOUTH"	168.49
59	7:26 AM	Subway, 14 West Main St, Hyannis "SUBWAY" (vans park at West End Restaurant)	172.34
60	7:59 AM	Barnstable Police Station, 1200 Phinneys Ln, Hyannis "BARNSTABLE PD"	175.55
61	8:29 AM	1540 Rt. 6A, W. Barnstable "YANNOUGH"	178.47
62	9:01 AM	Amari Bar & Rest., 674 Rt. 6A, E. Sandwich "AMARI" - COFFEE & PT STOP	181.59
63	9:34 AM	Scenic Roots, 349 Rt. 6A, E. Sandwich "SCENIC ROOTS"	184.82
64	10:37 AM	Sandwich Boardwalk, Boardwalk Rd, Sandwich "THE BOARDWALK" - TEAM CHALLENGE	188.05
65	10:58 AM	STOP	190.05
66	11:27 AM	Fitzie's Barber Shop, 280 Rt. 130, Sandwich "FITZIES"	192.96
67	11:48 AM	Forestdale Church, 110 Rt. 130, Forestdale "FORESTDALE"	195.02
68	12:18 PM	Heritage Park, 520 Main St Mashpee	197.88
69	12:53 PM	Mashpee Public Library, 64 Steeple St, Mashpee (GRASS AREA)	201.31
Finish	1:01 PM	END OF EVENT: Cape Cod Coffee Market St, Mashpee Co	201.81

Ruck4HITS

Distance: 2.51 mi

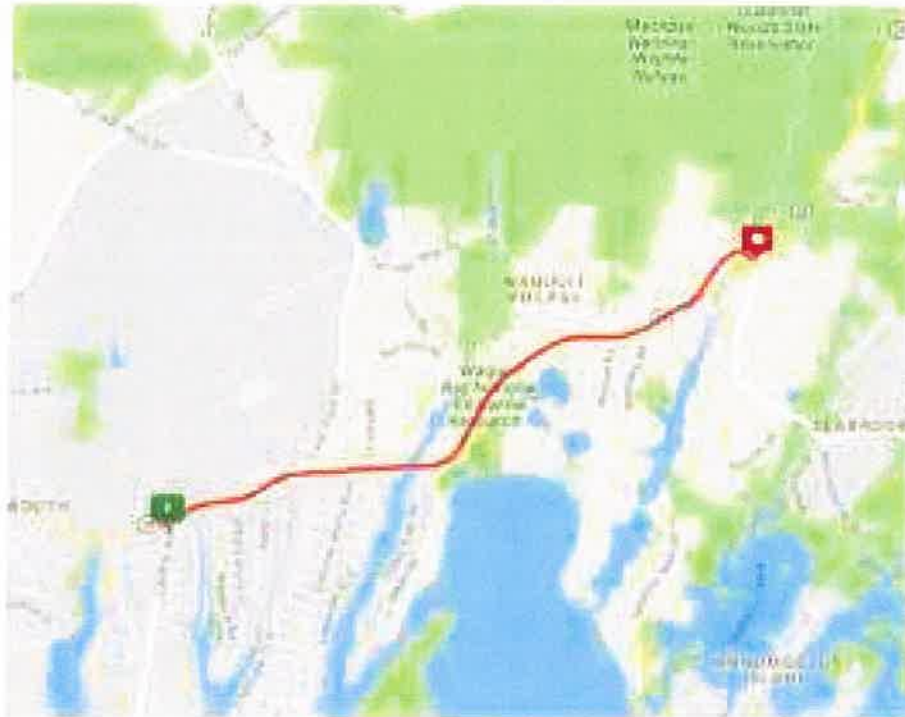
Elevation Gain: 70 ft

Elevation Max: 54 ft

Easy, Small Rolling Hills - "Entering Mashpee"

PROCEED WITH CAUTION ON ROUTE 28

**Runner Leave Kenyon's Market by
4:41 am**



**Drivers:
Exchange 9 -**

**Martin Road &
Route 28
(on left)
Falmouth, ma.**



Head east toward Central Ave

0.01 mi Head north on Central Ave toward MA-28 N

0.06 mi Turn right onto MA-28 S

2.22 mi Left on Martin Rd

2.51 mi Exchange 9 Martin Road and Route 28 Mashpee

Ruck4HIT10

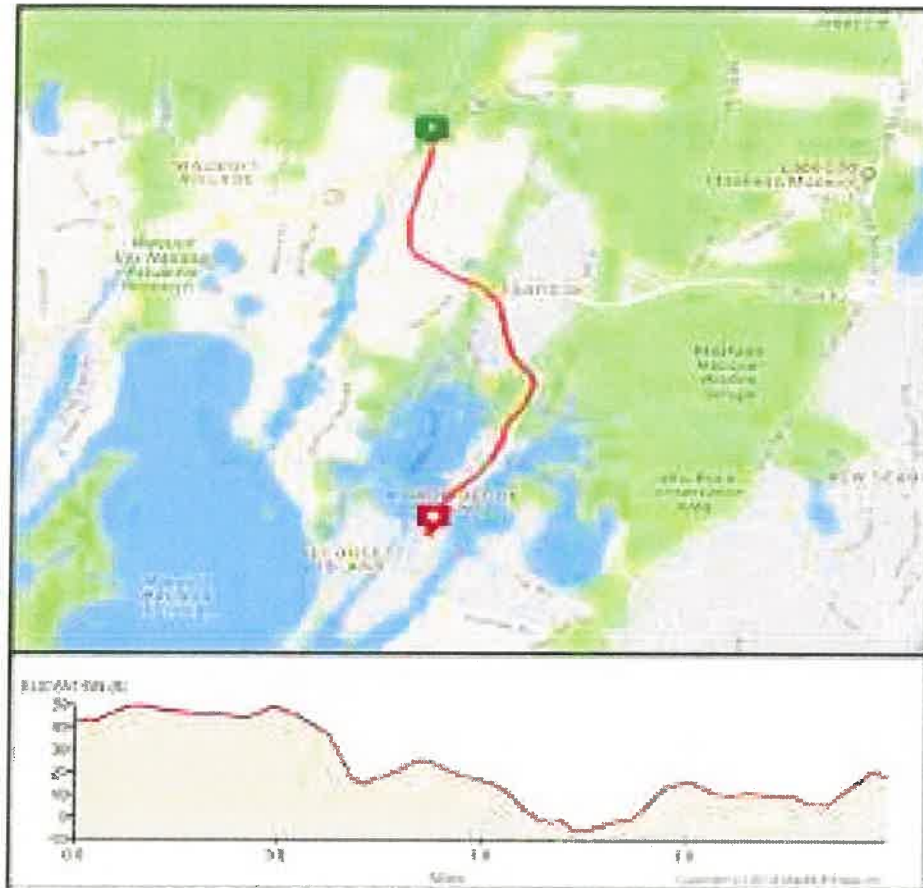
Distance: 2.00 mi

Elevation Gain: 27 ft

Elevation Max: 49 ft

Easy Run - "JETHRO"

Runner Leave Martin Road & Route 28 by
5:07 am



Drivers:
Exchange 10 -

314 Monomoscov Rd

—
take left at Jones'
mailbox to get to
exchange. Park
pointing to left and
parallel to house.

**COFFEE &
FOOD STOP
BATHROOM**

Head southeast on Martin Rd toward MA-28 S

0.01 mi Turn right onto MA-28 N

0.03 mi Turn left onto Red Brook Rd -
USE CAUTION CROSSING ROUTE 28

0.84 mi Slight right onto Monomoscov Rd

1.98 mi Turn Left at JONES RESIDENCE - First Food Stop

2.01 mi Exchange 10 - The Jones Residence

Ruck4HIT11

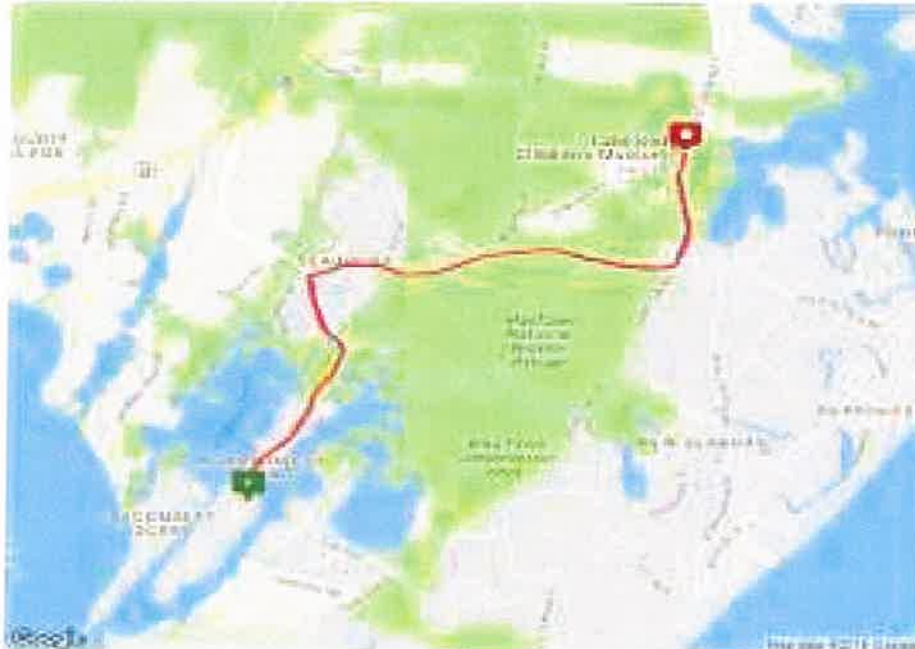
Distance: 2.97 mi

Elevation Gain: 77 ft

Elevation Max: 52 ft

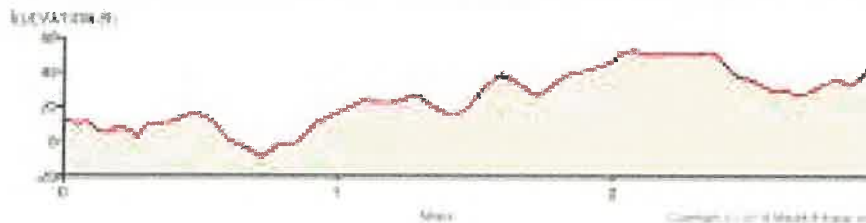
Easy Run - "Child's Play"

Runner Leave Jones Residence by 5:28 am



Drivers:
Exchange 11 -

**Cape Cod Children's
Museum - 577 Great
Neck Rd S,
Mashpee, Ma.**



HEAD down Jones's Driveway

- 0.05 mi Head north on Monomoscoy Rd**
- 1.07 mi Turn right onto Red Brook Rd**
- 2.45 mi Turn left onto Great Neck Rd S**
- 2.97 mi Exchange 11 Cape Cod Children's Museum**

Ruck4HIT12

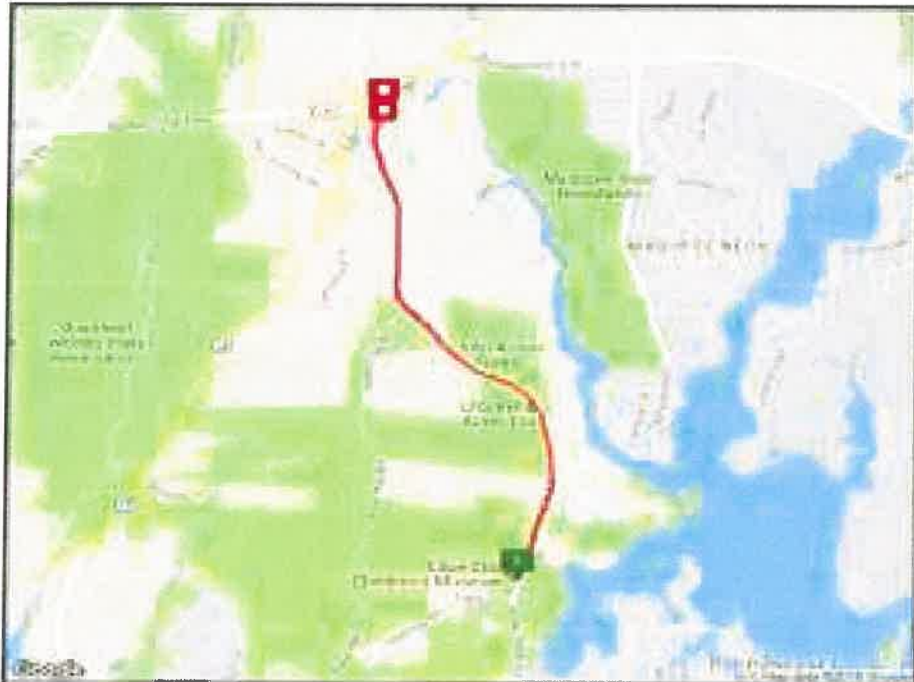
Distance: 2.35 mi

Elevation Gain: 43 ft

Elevation Max: 72 ft

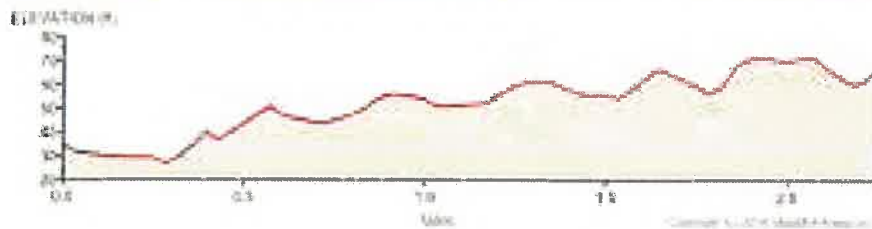
Easy Run - "MOCEAN of the Ocean"

Runner Leave Children's Museum by
5:58 am



Drivers:

Exchange 12 -
Smitty's Homemade
Ice Cream
538 Falmouth Rd,
Mashpee, Ma @
Mashpee Rotary



Follow Parking lot out of Children's Museum

0.08 mi Left on Great Neck Rd S

2.25 mi Exchange 12 - right into Smitty's Ice Cream @ Mashpee Rotary

Ruck4HIT13

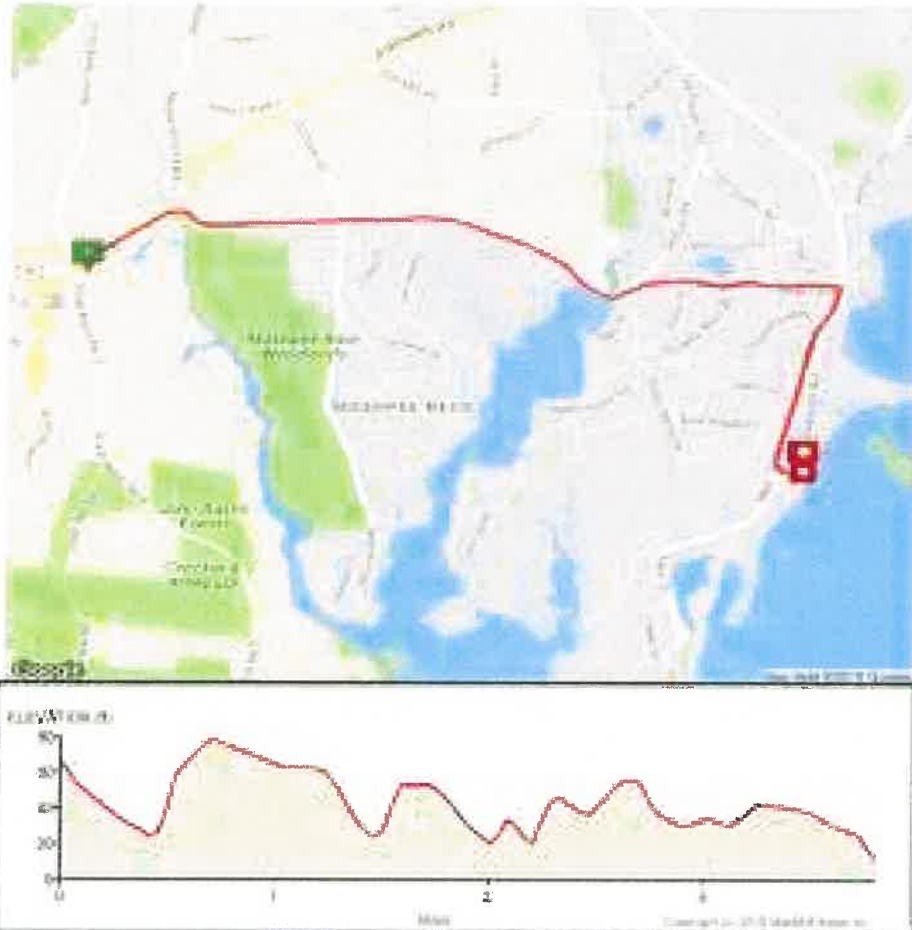
Distance: 3.78 mi

Elevation Gain: 113 ft

Elevation Max: 79 ft

Medium Rolling Hills, Long Run - "LOOP Beach"

Runner Leave Mashpee Rotary by 6:21 am



Drivers:
Exchange 13 –

Loop Beach,
281 Ocean View
Avenue,
Cotuit, Ma. –
Parking Lot

Follow Old Putnam Rd left, Carefully exit onto MA-28 S and continue Right

0.35 mi Continue onto Quinaquisset Ave on Right

2.00 mi Head east on School St

2.82 mi Turn right onto Main St

3.59 mi Turn left onto Oceanview Ave

3.78 mi Exchange 13 – Loop Beach Parking

Runner Leave Forestdale Church by
by 11:48 am

Ruck4HIT68

Distance: 2.86 mi

Elevation Gain: 45 ft.

Easy Run - "BACK TO WASHPEE"



Drivers:

Exchange 68 -

Heritage Park 520

Main St. (route
130)

Mashpee, Ma

BATHROOM



0.00 mi Left on MA-13- S/Forestdale Rd.

2.86 mi Exchange 68 - Heritage Park Mashpee, Ma.



TOWN OF MASHPEE

OFFICE OF SELECTMEN

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

MEMORANDUM

Date: March 16, 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 – Santuit Pond Bass Fishing Tournament

Description

Discussion of the Special Event application for the Santuit Pond Bass Fishing Tournament, hosted by the Cabin Fever Bass Club.

Background

The proposed event is scheduled to take place Saturday, May 21, 2022 from 6:00 AM to 2:00 PM on Santuit Pond. This is a members only catch and release tournament.

The event details are as follows:

1. 5:30 AM – Members arrive at the Santuit Pond ramp to launch boats and park vehicles/trailers
2. 6:00 AM – Start time, boats launch to begin tournament
3. 2:00 PM – End time, boats return to ramp
4. 2:01 PM – Members load boats on trailers and parked vehicles
5. 2:30 PM – Weighing in of fish begins
6. 3:00 PM – Members exit ramp area

Recommendations

Health – Approved. No additional comments.

Building – Approved. No additional comments.

DPW – Approved. Participants shall not park on Timberlane Road or other neighborhood roads. Applicant shall be responsible for picking up any litter after the event.

Fire – Approved. No additional comments.

Police – Approved. No Details will be required for this event.

Cabin Fever Bass Club - Bass tournament

Event plan for Santuit pond on 5/21/2022

1. 5/21/2022 - Bass fishing tournament (Catch and release only)
2. 5:30am - Members arrive @ ramp to launch boats & park vehicle/trailers
3. 6:00am - Start time, Boats take off and start fishing
4. 2:00pm - End time, Boats return to ramp
5. 2:01pm - Members load Boats on trailers and park vehicles
6. 2:30 - Weighing in of fish begins and released safely
7. 3:00 - 3:30 - Members exit ramp/parking area
8. FYI – Members only tournament (Currently 8 Boaters, 5 Non-boaters in Club) Non-boaters get paired up with a Boater for the Tournament



TOWN OF MASHPEE

OFFICE OF SELECTMEN

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

MEMORANDUM

Date: March 15, 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 Planning and Construction Committee

Description

Discussion and acceptance of the resignation of Steven H. Cook from the Planning and Construction Committee as the Architectural Design member.

Background

The attached correspondence was received on March 9, 2022 from Steven Cook expressing his decision to resign from the Planning and Construction Committee. The term of the appointment expires June 30, 2024.

Steven H. Cook

Mashpee, MA 02649

To: Town of Mashpee Select Board

3/8/2022

**Cc: Rodney Collins Town Manager
Catherine Laurent DPW Director**

I am resigning my appointment on the Planning and Construction Committee due to personal and business reasons. I enjoyed the time spent on the committee to assist the Town with building projects such as the Library, Fire station and the schools. If my situation changes in the future, I will be open to service on a board or committee.

Best Regards

A handwritten signature in black ink, appearing to read 'Steve H. Cook', written in a cursive style.

Steven H Cook

MAR 9 2022 PM2:19



TOWN OF MASHPEE

OFFICE OF SELECTMEN

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

MEMORANDUM

Date: March 16, 2022

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

From: Stephanie A. Coleman, Administrative Secretary

Re: Appointments - Mashpee Inclusion and Diversity Committee, Americans with Disabilities Act
Committee, Mashpee Election Wardens

Description

Discussion and approval of the following appointment:

- Mashpee Inclusion and Diversity Committee: *Rachael Hicks*, Member at Large: Term Expires June 30, 2022
- Americans with Disabilities Act Committee: *Colleen Meehan, Merrill Blum*: Terms Expire June 30, 2022
- Appointment as a Mashpee Election Wardens: *George Schmidt, Meredith Kilpatrick, Andrew Varelas*: Terms Expire March 31, 2025

Recommendation

Attached are the recommendations for appointment from the Mashpee Inclusion and Diversity Committee, Americans with Disabilities Act Committee and the Town Clerk. The letters of interest and/or resumes for each candidate are included with the recommendations.

From:

Sent: Wednesday, March 16, 2022 12:10 PM

To: Terrie Cook <tmcook@mashpeema.gov>

Subject: Appt Rachel Hicks

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.

The MIDC voted to recommend that the Board of Selectmen appoint Rachael Hicks as a voting member at the MIDC February 15, 2022 meeting.

Thank you

February 10, 2022

Re: Mashpee Inclusion and Diversity Committee

To Whom It May Concern:

My name is Rachael Hicks I have been a resident of Mashpee for 44 years. My children attended Mashpee schools and graduated from Mashpee High Class of 2000. I spent much time volunteering in the Mashpee schools when my children were in early grades.

I was a business owner in Mashpee for 16 years. Several years as an active board member on the Mashpee Chamber I participated in many of the events put on by the Chamber. For many years my business was behind the creativity of the Santa float.

I sold my business 2 years ago and have been enjoying retirement while waiting for the right committee to come along that sparks my interest. Through a friend on the committee I learned there was a seat that was vacated and thought...this is what I've been waiting for.

My household is biracial and I have melded well with native community as well as Mashpee on the whole. A couple of years ago I joined an Anti-Racist book club and have gratefully become much more aware of my own shortsightedness and the concerns of POC. I am embarrassed to say that I wore blinders for many years in spite of my biracial family. I am however proud to say that I am educating myself through books and classes.

I love Mashpee and this wonderful community with its rich culture. I would like very much to be considered for a seat on your MIDC board. I promise that I will be an active member and participate in any and all events that I possibly can.

If you have any questions I can be reached at

I look forward to meeting with you all

Thank you for your consideration

Rachael M. Hicks

Mashpee




TOWN OF MASHPEE

OFFICE OF SELECTMEN

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

MEMORANDUM

TO: Members of the Select Board

FROM: Kimberly A. Landry, Human Resources Director 

RE: ADA Committee – Appointment Requests

DATE: March 11, 2022

The ADA Committee interviewed two Mashpee residents at the February 10th meeting who had expressed interest in serving on the committee. The members of the ADA committee currently include David Morris, Building Commissioner, Kimberly Landry, Human Resources Director and Jaime Curley, Special Education Director for Mashpee Public Schools. All members were present for the interviews and were provided the opportunity to ask interview questions that had previously been developed by committee members in order to assess a candidate's ability and interest to serve.

The committee voted to strongly recommend the appointment of Merrill Blum and Colleen Meehan to the two current Member-at-Large vacancies.

Mr. Blum brings a wealth of knowledge and experience to the committee having served on a number of Town of Centerville Boards and Commissions over the past 15 years to include: Human Services, Affordable Housing, Disability Commission and Council on Aging. He has also served on Federal, State and Local committees with regard to transportation, homelessness and housing and veterans issues.

Ms. Meehan's civic engagement includes working as an Election Warden for the Town of Mashpee since 2016. She has also served on the Council on Aging since September. She is interested in serving on the ADA for personal reasons, having provided support to her best friend's brother who is handicapped. She is passionate about helping other disabled community members to get the resources that they need.

Thank you for your consideration.

Merrill Blum

2020 SEP 2 PM 2:37

**Mashpee, MA 02649
774.361.6458**

September 21, 2020

Board of Selectman
Town of Mashpee
16 Great North Road North
Mashpee, MA 02649

Dear Board:

I have recently become a resident of Mashpee and am inquiring about volunteer opportunities in Mashpee. I have been a resident of Cape Cod for fifteen years and lived in the village of Centerville. During this period, I served on a number of Town Boards and Commissions.

These include:

Human Services—6 years
Affordable Housing—8 years
Disability Commission 8 years including 2 years as Chair
Council on Aging 2 years , elected as Vice Chair this year but declined due to move

I served on Federal, State, and Local committees with regard to transportation, homelessness and housing, veterans issues.

I have include my resume.

Sincerely,


Merrill Blum

Merrill Blum

Mashpee, MA 02649

Profile

I have experience in private and public sectors as executive, entrepreneur, manager, and administrator. I have developed sales and marketing programs and was instrumental in building the Internet as a sales channel. I have initiated both state and federal grants which have been successfully renewed for six years.

Proven Strengths

Executive decision making, Capacity Building, Fundraising, Strategic Planning

Professional Summary

Viet Nam Veterans Outreach Center

Hyannis, MA

2004-2014 (Retired)

Executive Director—Appointed Executive Director in 2008. Successfully, expanded program to include an additional building which housed six residents. Recruited staff. Added SSVF grant for veterans housing to the Cape (\$230,000 per year). Expanded inter-agency alliances with other Cape agencies, such as Duffy, HAC, Elder Services. Initiated Stand Down. Acquired the Grace Center through donation valued at \$1,000,000. Revalued corporate assets bringing asset value to over \$2,000,000. Initiated operating budgets.

Veterans Transition House

New Bedford, MA

2003-2006

Employment & Training Director/Graduate House Coordinator—I administered two grants. One, Employment & Training Director, which assists veterans back into the job market and to develop life skills. Second, as Coordinator of the Graduate House program which houses seventeen men in three buildings. This program assists them prior to their returning to full independent living. Both grants have been renewed and the grants provide 25% of our total funding. In addition, was responsible for the food services and the operations of the buildings. Responsible for implementation of life safety code project to meet federal standards,

Massachusetts Veterans Inc

Worcester, MA

2001-2003

Employment & Training Specialist—Working within a team environment to train and find jobs for veterans housed in a shelter and bring them back into the job market, able to earn a living wage. Our program was judged to be the model for the entire country by the Department of Labor.

Easter Seals Massachusetts, Inc
Worcester, MA

2000-2001

Marketing Specialist—I initiated contact with employers to sell the graduates of our computer training programs which enabled persons with disabilities to secure employment. I also met with our funding sources and briefed them on continuing progress.

Furniture.com
Worcester, MA

1997-2000

Vice President of Sales—As Vice President of Sales, I worked on a team that was substantially responsible for creating the Internet as a sales channel. We helped to create a whole new technology and as a result we were able to go into the Capital Markets and secure almost a hundred million dollars in venture capital. We had a mid-market cap of about one-hundred and fifty million. During this period our sales grew from one-hundred thousand to twenty-two million. I created a sales department of over 15 sales persons and a customer service department of over twenty.

ReRuns, Inc
Worcester, MA

1985-1997

Entrepreneur—Owner/operator of fine antique retail location and auction gallery.

Education

Bryant College
Smithfield, RI

BS/BA Marketing

Community

Barnstable Human Services Committee, Governor's Advisory Council on Veterans Services, Veterans Administration Homeless Veterans subcommittee, Community Leadership Institute, Town of Barnstable Housing Committee, Policy Board, Regional Network to end Homelessness, Barnstable Citizens Leadership Academy, Barnstable Disability Commission (Chair), Congressman Bill Keating Veteran Advisory Board, Barnstable Council on Aging, member

Military

United States Army

Honorable Discharge

Stephanie Coleman

From: Terrie Cook
Sent: Sunday, June 20, 2021 8:23 AM
To: Stephanie Coleman
Subject: Fwd: Board Vacancy request
Attachments: Colleen A. Meehan.docx

[Get Outlook for iOS](#)

From:
Sent: Friday, June 18, 2021 11:53:50 AM
To: Terrie Cook <tmcook@mashpeeema.gov>
Subject: Board Vacancy request

WARNING! EXTERNAL EMAIL: : This message originated outside the Town of Mashpee mail system. DO NOT CLICK on links or attachments unless you are absolutely certain the content is safe.

Good Morning,

I am very interested in filling the board vacancies listed below:

Americans with Disabilities Act Committee – Member at Large
Community Advisory Council (CAC) of the Environmental Management Commission - Precinct 4 vacancy.
Council on Aging – Member at Large

I have attached my resume for your perusal. Please let me know if you require any additional information.

Best regards,
Colleen Meehan

Colleen A. Meehan
Mashpee, MA 02649

Phone

Email:

SUMMARY

An innovative, results-driven professional seeking a challenging position to exercise her strong leadership, teamwork, and motivational skills to drive and surpass outlined goals and objectives within a position.

SOFTWARE KNOWLEDGE

Microsoft Office Suite
Microsoft XP, XP Pro, Vista
Real World Accounting
Service Assistant
Symantec PC Anywhere

QuickBooks
Pinnacle
Constant Contact
Sage ACT
PBOCS

CounterPoint
Quicken Accounting
DAPPS
Symantec ACT
SPSS

PROFESSIONAL EXPERIENCE

Mahoney's Garden Center, Osterville, MA

Store Controller

7/12 – Present

- Manage general day-to-day business operations focusing primarily on supply chain, accounting and cash management, inventory control, personnel, and customer service management.
- Management of delayed deliveries or errors in product count. Accurate processing and recording of numerical details. Analysis of data such as sales and quantity statistics and product sell-through to forecast supply and demand. Identification of risks and development of solutions useful in minimizing losses.
- Regulation of in-stock level to be compliant with inventory parameters.
- Management of Purchase Orders for incoming equipment, services, and supplies.
- Data entry of shipments and inventory levels into Point of Sale computer system.
- Maintenance of detailed inventory list of all incoming, outgoing, and current supplies.
- Compilation of reports for inventory and supply balances.
- Develop and ensure excellent customer service relationships with retail and wholesale accounts.
- Maintain physical and financial inventory control and audit procedures.
- POS system trainer and IT control management of all location hardware and software.
- Training and development of store personnel.
- Year-end and weekly cycle count physical inventory and financial audit management.
- Ensure positive relationships with outside community organizations.

Mahoney's Garden Center, Falmouth, MA

Assistant Garden-Shop Manager

3/11 – 7/12

- Assist Garden-Shop Manager in all aspects of sales, service, inventory control, logistics, personnel, and customer service management.

US Department of Commerce, Hyannis, MA

3/10 - 10/10

US Census Bureau, Office Operations Supervisor - Field Operations (Temp Assignment)

- Designed and implemented various procedures and reports allowing for increased efficiency, productivity and data management.
- Daily task management, including payroll, termination, kit preparation and logistics, data processing, raw data reporting, and overall office management.
- Supervision and training of over forty clerks while assessing skill levels and assigning various duties to ensure the accuracy and efficiency of multiple Census operations.
- Direct liaison for Field Staff, AMFO, LCOM, and Regional Management.
- Evaluated and made adjustments to workflow to expedite deadlines which ultimately helped to lead our LCO to be one of the top NRFU producers in the region.

CPR Technologies, Inc., Haverhill, MA**Sales and Customer Service Director****2005 – 2010 (Company Closed)****Logistics Director****1999 - 2005****Operations Manager****1995 - 1999**

- Restructured company and established a Master Plan for directional change based on industry shifting.
- Created new product offerings allowing for company longevity, substantial growth while minimizing costs allowing CPR Technologies, Inc. to stay viable in the industry and outlast most major competition.
- Designed sales strategies for market penetration, established and fulfilled workforce requirements for the Business Plan.
- Created and implemented sales development training program for all employees allowing for increased sales potential of new and existing staff, resulting in increased sales revenue.
- Developed and managed the Sales and Customer Service Call Center.
- Developed inventory control procedures which resulted in more significant profit and minimized loss.
- Designed Marketing strategies to increase company exposure resulting in an increased customer base.
- Designed and implemented presentations and promotional materials.
- Negotiate contract pricing with manufacturers, customer base, and vendors.
- Managed and approved all purchasing activities, including sales/service and inventory control.
- Researched, acquired, and implemented new service software to enhance technician time tracking and inventory control resulting in increased production and profit.
- Managed Customer Relations, including sales, scheduling service calls, coordinating technician and driver functions, resolving customer complaints, and follow-up to ensure client satisfaction.
- Developed trade show presentation materials and managed all aspects of trade show involvement.
- Designed and implemented tracking control procedures for all service call issues resulting in quicker response time, better call tracking, and completion increasing customer satisfaction.
- Established cooperative relationships with representatives of the community, clients, employees, and manufacturers.

CIVIC ENGAGEMENT**Town of Mashpee, Mashpee, MA****2016-Present****Election Warden**

- Ensure adherence to election procedures and compliance with state election laws.
- Supervise election precinct, oversee, and assist election officers, troubleshoot and assist with resolving voter and ballot issues, ensure all required materials are available.
- Assist Town Clerk with any task required, including closing the polls and physical breakdown down of materials.

EDUCATION

2013- Present	University of Massachusetts, Dartmouth, MA Pursuing Masters Degree – Public Administration/Management
2020	Received Graduate Degree – Public Administration Certificate
2014-2018	Received BA of Political Science/Public Administration High Honors Student – Golden Key International Honor Society The National Political Science Honors Society Commonwealth Honors Scholar
2011- 2013	Cape Cod Community College, Barnstable, MA Associates of Arts Degree - Political Science/Public Administration High Honors Student – Phi Theta Kappa Member Commonwealth Honors Scholar
2011	Massachusetts Senate 67th Annual Citizens Legislative Seminar State House, Boston MA; Certificate of Completion



Town of Mashpee

Town Clerk

**16 Great Neck Road North
Mashpee MA 02649
P 508-539-1400 ext. 8534
F 508-539-2892
dkaye@mashpeema.gov**

To: Board of Selectmen

From: Deborah F. Dami
Town Clerk

Date: March 9, 2022

Re: Appointments as Mashpee Wardens

Over the last two years, elections have ramped up in many ways never seen before, causing anxiety, anger, questions, and a multitude of misinformation amongst the voters.

The significance of having trained election personnel is key to maintaining integrity and voter confidence. Over the last year, due to health or professional issues, the Town lost three Wardens. With the advertisement to fill the most recent vacancy, three competent voters submitted letters of interest to become part of the electoral process.

They are: George Schmidt, Meredith Kilpatrick, and Andrew Varelas. With the Warden's manual and my on-the-job tutelage, they will be pros by the November 8, 2022 State Election. I fully support their interest in being involved with elections, and would ask that the Selectmen unanimously appoint George, Meredith, and Andrew as Wardens.

Mashpee MA 02649

13 January 2022

Ms. Deborah Dami
Town Clerk
16 Great Neck Road North
Mashpee MA 02649

Hi Deb

Officially offering my services as a voting warden.

Best,

A handwritten signature in black ink, appearing to read "George Schmidt", with a stylized flourish at the end.

George (Schmidt)

MASHPEE TOWN CLERK

JAN 19 2022

RECEIVED BY: _____

Meredith L. M. Kilpatrick

Mashpee, MA 02649

20 January 2022

Deb Dami, MMC, CMMC
Town Clerk – Town of Mashpee
16 Great Neck Road North
Mashpee, MA 02649

RE: Warden for Mashpee Elections

Dear Ms. Dami,

I am interested in your recently posted “Warden for Mashpee Elections” and understand this role requires an individual to be at the election floor from 6:30 am until close up of the last machine, which is 8:45 for the local election but the two elections this fall could have the polls finishing closer to 9-9:30 pm.

While I have not served in a formal election role previously, I am available for any necessary training. My previous experience with politics and elections includes working in various, entry level roles for candidates on their campaigns beginning with Kennedy campaigns back in the 1980’s and more recently with State Senator Julian Cyr’s campaigns. My roles have been in canvassing, collecting signatures and telephone bank work, so I have extensive experience working with the public in a positive role.

I work in real estate sales and have been a Massachusetts licensed salesperson since 1987 and am a registered voter living here in Mashpee since 2005. I look forward to the possibility of learning more and serving the Town of Mashpee.

Please call or email me with any questions.

Kind Regards,

Meredith L. M. Kilpatrick, signed electronically 20JAN22

Meredith L. M. Kilpatrick, Realtor, GRI, RSPS
MA License #100131

Real Estate Cell – 508-687-2010

Real Estate Email – Meredith.kilpatrick@exprealty.com

1-10-62.

To WHOM I MAY CONCERN,

It would BE AN HONOR TO BE
CONSIDERED FOR THE POSITION OF WARDEN
FOR THE MASHPEE ELECTIONS.

Please FEEL FREE TO
CONTACT ME ANYTIME.

THANK YOU,
ANDREW VARELAS VARELAS

MASHPEE TOWN CLERK

JAN 13 2022

RECEIVED BY: _____


MASHPEE, MA.



Town of Mashpee

*16 Great Neck Road North
Mashpee, Massachusetts 02649
Telephone (508) 539-1400*

Memorandum

Date: March 17, 2022
To: Rodney C. Collins, Town Manager
Carol Sherman, Board of Selectmen Chair and Honorable Members of the Board of Selectmen
From: Kimberly A. Landry, Human Resources Director 
Re: Discriminatory Harassment Policy No. 050 – Proposed Updates

The Discriminatory Harassment Policy (No. 050) was recently reviewed and I am proposing content updates to this policy to ensure compliance with the law, including a change to the title of the policy.

I am proposing that the policy title be changed to “Anti-Discrimination and Anti-Harassment Policy, Including Sexual Harassment.” The title change will more clearly define the content of the policy, specifically to identify the inclusion of sexual harassment.

Policy No. 077 “Pregnancy and Pregnancy-Related Conditions” was adopted by the Board of Selectmen in March of 2018. While this policy clearly articulates that discrimination against pregnancy and pregnancy-related conditions is illegal under State and Federal anti-discrimination laws, it is currently not listed as one of the protected classes on the Discriminatory Harassment Policy.

Updates to this policy, as recommended, will also help to limit the Town’s liability in the areas of harassment and discrimination.

Please let me know if you have any questions regarding these proposed updates.

**Town of Mashpee
Board of Selectmen**

Policy No: 050

**Anti-Discrimination and Anti-Harassment Policy
(Including Sexual Harassment)**

I. INTRODUCTION

It is the goal of the Town of Mashpee to promote a workplace that is free of discriminatory harassment ("harassment") of any type, including sexual harassment. Discriminatory harassment consists of unwelcome conduct, whether verbal or physical, that is based on a characteristic protected by law, such as race, color, religious creed, national origin, ancestry, sex/gender, gender identity, age, criminal record (inquires only), handicap (disability), mental illness, retaliation, sexual harassment, sexual orientation, genetics, pregnancy and pregnancy-related conditions, active military status, other bases prohibited under state or federal antidiscrimination statutes, or participation in discrimination complaint-related activities (retaliation) will not be tolerated. The Town of Mashpee will not tolerate harassing conduct that affects employment conditions, that interferes unreasonably with an individual's performance, or that creates an intimidating, hostile, or offensive work environment.

This policy applies to all employment practices and employment programs sponsored by the Town. This Policy shall apply, but not be limited to, the areas of:

- Recruitment
- Selection
- Compensation and benefits
- Professional development and training
- Reasonable accommodation for disabilities or religious practices
- Promotion
- Transfer
- Termination
- Layoff, and
- Other terms and conditions of employment

This Policy may apply to discrimination (including harassment) that occurs between co-workers that takes place outside the workplace (including, but not limited to, online conduct or conduct utilizing the internet or other electronic media). When the conduct complained of occurs outside of the workplace, the Town may consider the following and other factors in assessing whether the conduct constitutes conduct in violation of the Policy:

- whether the event at which the conduct occurred is linked to the workplace in any way, such as at a Town-sponsored function;
- whether the conduct occurred during work hours;

- the severity of the alleged outside-of-work conduct;
- the work relationship of the complainant and the alleged harasser, which includes whether the alleged harasser is a supervisor and whether the alleged harasser and complainant come into contact with one another on the job;
- whether the conduct adversely affected the terms and conditions of the complainant's employment or impacted the complainant's work environment.

Harassment of employees occurring in the workplace, in connection with work-related travel, and/or work-sponsored events will not be tolerated. Further, any retaliation against an individual who has complained about harassment or retaliation against individuals for cooperating with an investigation of harassment complaint is similarly unlawful and will not be tolerated.

Because the Town of Mashpee takes allegations of harassment seriously, we will respond promptly to complaints of harassment. Where it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this policy sets forth our goals of promoting a workplace that is free of harassment as defined above, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of harassment.

II. DEFINITIONS

"Harassment" means unwelcome conduct, whether verbal or physical, that is pervasive and severe and is based on a characteristic protected by law. Harassment includes, but is not limited to:

- a. Displaying or circulating written materials or pictures that are degrading to a person or group as previously described;
- b. Verbal abuse, slurs, derogatory comments, or insults about, directed at, or made in the presence of an individual or group as previously described.

"Sexual harassment" means unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature when:

- a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which, if unwelcome, may constitute sexual harassment depending upon the totality of circumstances including the severity of the conduct and its pervasiveness:

- a. Unwelcome sexual advances – whether they involve physical touching or not;
- b. Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- c. Displaying sexually suggestive objects, pictures, cartoons;
- d. Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- e. Inquiries into one's sexual experiences; and
- f. Discussion of one's sexual activities.

The definition of sexual harassment is broad. In addition to the above examples, other unwelcome sexually oriented conduct that has the effect, whether intended or not, of creating a work environment that is hostile, offensive, intimidating or humiliating to either male or female workers may also constitute sexual harassment.

All employees should take special note that, as stated above, retaliation against an individual who has complained about harassment or discrimination, and retaliation against individuals for cooperating with an investigation of a harassment/discrimination complaint is unlawful and will not be tolerated by the Town of Mashpee.

III. EXAMPLES OF PROHIBITED DISCRIMINATORY BEHAVIOR

It is not possible to list all the circumstances that may constitute discrimination in violation of the Policy. Discrimination may take many forms, including both verbal and nonverbal behaviors. Prohibited behavior includes, but is not limited to, the following behaviors connected to someone's membership in one or more groups protected by law as noted in the first paragraph above: slurs, or other derogatory comments; sharing demeaning pictures, cartoons, or jokes; demeaning gestures, and; any conduct constituting sexual harassment.

IV. COMPLAINT PROCEDURES

All employees, managers, and supervisors of the town share responsibility for avoiding, discouraging and reporting any form of discriminatory harassment. The primary responsibility for ensuring proper investigation and resolution of harassment complaints rests with the Director of Human Resources or the Town Manager, who will administer the policy and procedures described herein.

If any of our employees believe that he or she has been subjected to discriminatory harassment, the employee has the right to file a complaint with our organization. This may be done in writing or orally. In addition, residents, visitors, applicants, vendors, contractors, their agents and employees, or other third parties who believe they have been subjected to discriminatory harassment may also file a complaint with the Town of Mashpee using the procedures described herein. Furthermore, employees may also file a complaint if they have been subjected to harassment from residents, visitors, applicants, vendors, contractors, their agents and employees, or any other third parties in the workplace, while performing work-related duties, or during other work-related activities.

Prompt reporting of harassment is in the best interest of our organization and is essential to a fair, timely and thorough investigation. Accordingly, complaints should be filed as soon as possible following the incident(s) at issue. If you would like to file a complaint you may do so by contacting the Director of Human Resources at 508-539-1409 or the Town Manager at 508-539-1401. They are also available to discuss any concerns you may have and to provide information to you about our policy on harassment and our complaint process.

V. COMPLAINT INVESTIGATION

When we receive the complaint, we will promptly investigate the allegation in a fair and expeditious manner to determine whether there has been a violation of our policy. The investigation will be conducted in a way as to maintain confidentiality to the extent practicable under the circumstances, but confidentiality cannot be guaranteed. An investigation may include private interviews with the person filing the complaint and with witnesses. We may also interview the person alleged to have committed harassment. The complainant, the person alleged to have committed harassment, and all witnesses are required to fully cooperate with all aspects of an investigation. Attorneys are not permitted to be present or participate in the complaint investigation. When the investigation is completed, we will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of the investigation.

Notwithstanding any provision of this policy, the Town of Mashpee reserves the right to investigate and take action on our own initiative in response to behavior and conduct which may constitute harassment or otherwise be inappropriate, regardless of whether an actual complaint has been filed.

If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and where it is appropriate we will also impose disciplinary action.

VI. DISCIPLINARY ACTION

If it is determined that inappropriate conduct has been committed by one of our employees, we will take such action as is appropriate under the circumstances. Such action may range from counseling to termination from employment, and may include such other forms of disciplinary action as we deem appropriate under the circumstances.

VII. STATE AND FEDERAL REMEDIES

In addition to the above, if you believe you have been subjected to discriminatory harassment of any type, including sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies requires that claims be filed within 300 days from the alleged incident or when the complainant became aware of the incident.

The United States Equal Employment Opportunity Commission ("EEOC")

John F. Kennedy Federal Building
15 New Sudbury Street, Room 475
Boston, MA 02203-0506
(800)-669-4000

The Massachusetts Commission against Discrimination ("MCAD")

Boston Office:
One Ashburton Place
Sixth Floor, Room 601
Boston, MA 02108
(617) 994-6000

Worcester Office:
484 Main Street, Room 320
Worcester, MA 01608
(508) 453-9630

Springfield Office:
436 Dwight Street
Second Floor, Room 220
Springfield, MA 01103
(413) 739-2145

Adopted by the
Mashpee Board of Selectmen
December 16, 1996
Amended: December 9, 2010
Amended: June 4, 2012
Proposed for Amendment: March 21, 2022

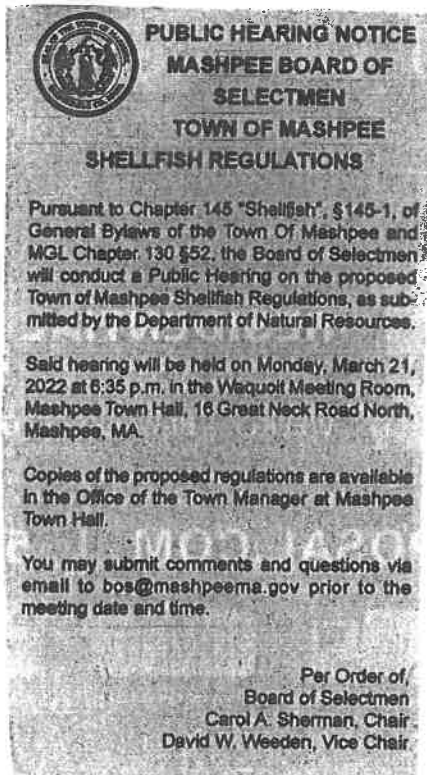
**PUBLIC HEARING NOTICE
MASHPEE BOARD OF SELECTMEN
TOWN OF MASHPEE SHELLFISH REGULATIONS**

Pursuant to Chapter 145 "Shellfish", §145-1, of General Bylaws of the Town Of Mashpee and MGL Chapter 130 §52, the Board of Selectmen will conduct a Public Hearing on the proposed Town of Mashpee Shellfish Regulations, as submitted by the Department of Natural Resources.

Said hearing will be held on Monday, March 21, 2022 at 6:35 p.m. in the Waquoit Meeting Room, Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA.

Copies of the proposed regulations are available in the Office of the Town Manager at Mashpee Town Hall.

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



Per Order of,

Board of Selectmen

Carol A. Sherman, Chair

David W. Weeden, Vice Chair

Andrew R. Gottlieb, Clerk

John J. Cotton

Thomas F. O'Hara

2022 DRAFT

TOWN OF MASHPEE

SHELLFISH

REGULATIONS



PLEASE READ THIS DOCUMENT

IT IS YOUR RESONSIBILITY TO KNOW THE RULES AND
REGULATIONS GOVERNING OUR SHELLFISHERY

Chapter 145-1: All persons shall read, or listen to a reading of, and understand the Mashpee Shellfish Regulations before shellfishing.

The Mashpee Selectboard hereby issues the following regulations for shellfishing in the Town of Mashpee as authorized by Massachusetts General Laws, Chapter 130, and Section 52. These regulations are effective as of _____ and remain in effect until further notice. These regulations supersede all previous regulations, which are hereby rescinded.

Adoption of regulations; posting of changes.

- A. These regulations are made by the Selectboard of the Town of Mashpee, under the authority of General Laws, Chapter 130, and the Town of Mashpee By-Laws. These regulations shall supersede and replace any former shellfish regulations and shall continue in force until rescinded or replaced by the Selectboard, or until the Selectboard's authority to make and enforce such shellfish regulations has been repealed.
- B. These regulations are subject to change from time to time and said changes will be posted at the Town Clerk's Office bulletin board, the Shellfish Division Offices, and the Natural Resources website.
- C. All persons shall read, or listen to a reading of, and understand the Mashpee Shellfish Regulations before shellfishing in the Town.

Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

ANNUAL REPORT - A report that must be submitted to the Town every year before February 28th, which includes the total number of each kind of shellfish planted, produced or marketed during the preceding year upon or from a licensed aquaculture area, and an estimate of the total number of each kind of shellfish at the time of such report, planted or growing thereon (MGL Chapter 130; Section 65).

APPRENTICE COMMERCIAL SHELLFISHING PERMIT — Granted under the authority of the Shellfish Warden to a resident child under the age of 16 for the purpose of assisting a sponsor Town of Mashpee commercial shellfish permit holder.

AQUACULTURE LICENSE- An authorization, granted by a vote of the Selectboard, to utilize a specific tract of land under coastal waters: (1) to plant and grow shellfish using in-bottom or off-bottom culture; (2) to place shellfish in or under protective devices affixed directly to the tidal flats or land under Mashpee's coastal waters out to three miles from the Town coastline, such as boxes, pens, trays, bags or nets; (3) to harvest and take legal shellfish; (4) to plant cultch for the purpose of catching shellfish seed; and (5) to grow shellfish by means of racks, rafts or floats (MGL Chapter 130; Section 57).

BATCH — All shellfish in each separate container.

BLOOD ARK CLAM AND PONDEROUS ARK CLAM - Bivalves of the species *Anadara ovalis* and *Noetia ponderosa* are some of the few marine mollusks having red blood, due to the presence of hemoglobin. Their shells grow to a length of approximately two or three inches and are fairly thick and sturdy. Each of the two valves has approximately 35 radiating ribs. The complete bivalve, when viewed from the end, is heart-shaped.

BUSHEL — Except as otherwise noted, the quantity contained in a tote basket measuring 2,746 cubic inches in volume. Shellfish shall be level with the top of said tote basket.

JERK RAKE (BULLRAKE)- A T-handled hand-held and hauled implement used for the harvesting of shellfish. It shall be 12 inches or wider and have a fixed basket and teeth.

CALENDAR WEEK — Seven full days beginning on any Sunday and ending on the following Saturday.

CHANNEL- The area marked by U.S. Coast Guard navigation buoys or Town PATON's indicating a navigable way of passage.

COMMERCIAL FISHERMAN — Any person who sells or offers for sale, shellfish, sea worms or eels, for cash or other consideration.

COMMERCIAL SHELLFISH PERMIT— Granted under the authority of the Selectboard, for the taking of shellfish for sale or other consideration.

COMMONWEALTH OF MASSACHUSETTS COMMERCIAL SHELLFISHING PERMIT — A permit issued by the Division of Marine Fisheries and defined in General Laws, Chapter 130, § 80.

CONCH — Those species of whelk known as *Busycon carica* (knobbed whelk) and *Busycotypus canaliculatus* (channeled whelk).

CMR - Code of Massachusetts Regulations.

CULL — To sort and measure shellfish; separate seed from adult stock and replant seed.

DOMICILE — That place where (a person) has his true, fixed and permanent home and principal residential establishment, and to which whenever he is absent he has the intention of returning

FAMILY — All those persons of the immediate family (spouse or partner and any unmarried children and grandchildren under the age of 18) domiciled and living under the same roof.

HARVEST — To catch, dig, take or attempt to catch, or take any fish, shellfish or bait.

HINGE WIDTH — The distance between the convex apex of the right shell and the convex apex of the left shell.

HYDRAULIC METHOD — The taking or attempt to take shellfish by means of water pressure pumped through a single pipe (wand), manifold or other device approved by the Shellfish Division, said pressure being supplied by a mechanical pump. The hydraulic method includes the raking or collection of shellfish dislodged from the bottom via said water pressure.

LAND or LANDING — To transfer the catch of fish or shellfish from any vessel to any other vessel or from the waters, flats or any vessel onto any land, pier, wharf, dock or other artificial structure.

MASTER PERMIT — A permit allowing the commercial harvest of scallops, clams, mussels and eels from contaminated areas for relay or depuration granted by the State.

PECK — The quantity contained in a standard metal wire peck basket, level with the top of said peck basket. Said quantity shall not exceed 10 quarts (672 cubic inches) dry measure. The said peck basket shall be the only authorized container allowed to recreationally harvest and contain shellfish unless another container is authorized by the Shellfish Warden.

RECREATIONAL PERMIT — A permit granted under the authority of the Selectboard for the taking of shellfish for noncommercial domestic use only.

RESIDENT — Resident real estate taxpayers, year-round tenants, non-seasonal tenants (with tenancies of six months or more of the calendar year) of residential dwellings located within the Town of Mashpee.

PROOF OF RESIDENCY — Current real estate tax bill, non-seasonal lease or, valid Massachusetts operator's license, or any other ID issued by the Massachusetts Registry of Motor Vehicles, in combination with Massachusetts motor vehicle registration, both listing a residential

dwelling within the Town of Mashpee. The address of a post office box is not acceptable as proof of residency.

SEED CLAM — Soft shell clams measuring less than two inches in the longest diameter.

SEED OYSTER — Oyster measuring less than three inches in the longest diameter.

SEED BAY SCALLOP — Bay scallops which do not have a well-defined raised annual growth line on the shell.

SEED QUAHOG — Quahog measuring less than one inch shell thickness (hinge width).

SHELLFISH — Includes, but not limited to, clams, quahogs, mussels, oysters, scallops, razor clams or razor fish, sea clams, sea scallops, sea quahogs, conchs and whelks.

145.1 Purpose of Regulations

The purpose of these regulations is to foster, protect and preserve Mashpee's shellfish resources and habitats, to maintain and improve conditions permitting sustainable, productive shellfishing and aquaculture, to ensure equitable use of the resource for all persons legally engaged in these activities, and to provide appropriate protection for the reasonable and legitimate interests of all others affected by shellfishing. To that end, these regulations supplement and are consistent with the requirements of the Commonwealth of Massachusetts, including Massachusetts General Law Chapter 130, Title 322 Code of Massachusetts Regulations, applicable orders and directives issued by the Commonwealth of Massachusetts Division of Marine Fisheries, and the current Best Management Practices for the Shellfish Culture Industry in Southeastern Massachusetts, developed by SEMAC (Southeastern Massachusetts Aquaculture Center).

145.2 General Provisions

145.2.1 Poaching

Any unauthorized person who poaches or otherwise disturbs any shellfish in any amount or in any location shall be subject to criminal penalties and potential civil penalties (See MGL Chapter 130, §§ 9, 15A, 17D, 24, 27, 66.)

145.2.2 Daily Time Limits

No person shall harvest, pick, dig, pile, take or carry away any shellfish from the waters of the Town, by any method between one half (1/2) hour after sunset and one half (1/2) hour before sunrise. (MGL Chapter 130; Section 68)

145.2.3 No Same Day Landings in Excess of Daily Limit

No person shall come ashore with shellfish and return to the waters of the Town on the same day for the purpose of taking additional shellfish in excess of the daily permit limit.

145.2.4 Disturbance of Grant by Other than Licensee

No one may in any way disturb the growth or arrangement of shellfish on a licensed area, or work a dredge, or use any other implements to harvest shellfish, or discharge any substance which may directly injure the shellfish upon a licensed area, or willfully damage, remove or tie up to any of a grant's designating boundary markers, without the express consent of the licensee. No one, while upon or sailing over any such licensed acreage may have overboard any implement for the taking of shellfish, under any pretense or purpose whatever, without the expressed consent of the licensee. (See MGL Chapter 130; Section 66 and Section 67)

145.2.5 Inspection on Demand

All persons harvesting, carrying away or otherwise having in their possession shellfish or marine organisms of any kind, in a boat, container or vehicle shall exhibit all such shellfish

for inspection on demand by any Shellfish Officers, Natural Resource Officers or any other duly authorized agents.

145.2.6 Areas Restricted to Use by Permit Class

No holder of a commercial permit shall take shellfish from an area reserved for the holders of noncommercial permits and vice-versa.

145.3 Recreational Shellfishery

145.3.1 Classes of recreational shellfishing permits, licensing requirements and conditions.

Licenses shall be subject to fees that could change annually.

A. Resident recreational permits: Those who pay real estate taxes or are Residents, as defined herein, of the Town of Mashpee are entitled to a Town of Mashpee recreational shellfishing permit. This permit also allows the taking of sea worms, and eels for noncommercial purposes.

1. Family recreational permit: issued on the basis of one per Resident over the age of 18 with a max of two per Family, as defined herein.
2. Nonresident recreational permit: issued to an individual, regardless of residency. The same conditions as Resident recreational permits apply, with the exception of the requirement of Town of Mashpee residency.
3. Senior recreational permit: issued to an individual who has attained the age of 65 and is a legal Resident of, or pays real estate taxes to, the Town of Mashpee; two permits per Family, as defined herein.
4. Veteran recreational permit: issued to a resident of the Commonwealth of Massachusetts who is a veteran, as defined by MGL c. 4, § 7, cl. 43rd, as amended by the Acts of 2005, Chapter 130. The same conditions as Resident recreational permits apply, with the exception of the requirement of Town of Mashpee residency.

145.3.2 Permit conditions.

- A. Permit expiration date: Recreational permits expire on March 31st, each year, except as otherwise noted.
- B. Unlawful harvest without a recreational permit: No person shall take or attempt to take shellfish or sea worms within the Town of Mashpee unless he or she is in possession of a valid Town of Mashpee shellfish permit or is otherwise legally entitled to engage in such activity, including Native Americans with valid tribal identification cards who assert aboriginal rights to harvest for sustenance purposes, as determined by the Director of Natural Resources.
- C. Prohibition of sale of shellfish: No person shall sell or offer for sale, for money or other consideration, any shellfish, sea worms, herring or eels, taken under a recreational permit.
- D. Transfer of permit: The Town of Mashpee shellfish permit is not transferable. An illegally transferred permit shall be considered invalid and revoked.
- E. Child under 12: No person (child) under the age of 12 years shall be allowed to use the recreational permit unless accompanied by an adult with a valid shellfish permit.
- F. Guests of a recreational permit holder: A recreational permit holder may take guests to dig with them as long as only one weekly limit is taken. One limit per permit is allowed. The

permit holder must be present and is responsible for any violations against the shellfish rules and regulations by the guest(s).

- G. The Town of Mashpee shellfish permit shall be visibly displayed to the Shellfish Warden, Deputy Shellfish Warden or Natural Resource Officer upon request.
- H. Landing restriction: All shellfish harvested under a recreational permit shall be landed in the Town of Mashpee.

145.3.3 Harvest time restrictions.

A. Harvest days. Shellfish taken under a recreational permit may be harvested on any day of the week. The shellfishing calendar week consists of seven full days beginning on any Sunday and ending on the following Saturday.

B. Other harvest day restrictions.

(1) Scallops. (See scallop regulations.)

(2) Oysters. Season dates will be posted annually at Mashpee Neck Landing and the Shellfish Division Website.

C. Harvest hours. No person shall take or attempt to take shellfish or sea worms during the nighttime hours, between sunset and sunrise.

145.3.4 Harvest limits.

A. With the exception of scallops, the total amount of shellfish taken on a recreational permit in any one week shall not exceed one peck. The recreational weekly limit for the following species of shellfish, worms and eels, in season, shall be:

1. Soft shell clams: one level peck, as defined.

2. Quahogs: one level peck, as defined.

3. Mussels: one level peck, as defined.

4. Sea scallops: one level bushel, as defined.

5. Sea clams: one level bushel, as defined.

6. Oysters: limits will be posted annually.

7. Razor clams: one level peck, as defined.

8. Jackknife clams: one level peck, as defined.

9. Sea worms: not more than 100.

10. Eels: 5 per day.

B. Authorized recreational shellfish container: All shellfish harvested under a recreational shellfishing permit shall be harvested and contained in a standard metal wire peck basket as defined. No other containers are allowed unless approved by the Shellfish Warden or a Deputy Shellfish Warden.

145.3.4 Minimum size limits.

A. Shellfish shall be culled and all seed returned to the waters and flats immediately. Persons shall not take or have in their possession (in basket, bucket, bag or other container):

1. Soft shell clams less than two inches in longest diameter
2. Quahogs less than one inch shell thickness (hinge width)
3. Bay scallops without a well-defined raised annual growth ring
4. Blue or Ribbed mussels less than two inches in longest diameter
5. Sea scallops less than 3 1/2 inches in diameter from the hinge to the outer edge to the amount of more than 10% of the entire lot. This tolerance of 10% shall be determined by numerical count taken at random of not less than one peck nor more than four pecks of the entire lot.
6. Sea clams less than five inches in longest diameter
7. Oysters less than three inches in longest
8. Eels or elvers less than nine inches in total length.
9. Blue Crabs less than 5 inches Spine to Spine

145.3.5 Gear restrictions and regulations.

1. Clams and razor clams may be taken with a standard clam hoe (rake) or hand plunger. No shovels, forks or other devices or materials shall be used, unless approved by the Shellfish Division.
2. Quahogs and oysters may be taken by hand, rakes, tongs, and dipnet. A bullrake or jerk rake may only be used in the Commercial Fishery. No other device may be used, unless approved by Shellfish Division.
3. Eels and elvers may be taken by pots, spears or angling. A recreational shellfish permit must be in possession; the limit for recreational permit holders is 10 pots; all pots and buoys are to be marked with the permit holder's name, and buoys must be painted bright green.
4. Skin or scuba diving. All people's skin or scuba diving for shellfish shall display the diver-down flag and, upon request, produce a Town of Mashpee shellfish permit.

145.3.6 Shellfishery conservation and management.

1. Temperature restriction. Dry digging for soft shell clams and quahogs is prohibited when the air temperature is 28° F. or below.
2. Backfilling of dig holes. All dig sites shall be backfilled when dry digging all shellfish.
3. Mainland thatch conservation. The digging of shellfish in the thatch (grass) on the mainland shore is prohibited. Shucking restriction. All shellfish harvested shall be brought ashore in the shell.
4. Wet storage prohibition. The wet storage of shellfish in the Town of Mashpee waters is prohibited. The fine for violation of this section is \$200.
5. Transport of seed restriction. No person shall transport or move seed clams, quahogs, oysters or scallops.

6. Area closures. No person shall take or attempt to take shellfish from a closed area. Shellfishing for any purpose is prohibited in these areas. (See also shellfish area status.) Areas may be posted closed from time to time by the Shellfish Division due to high concentrations of seed, point source pollution or health hazard, propagation projects or other purpose. The taking of shellfish from these areas is prohibited. Also, the taking of shellfish from any shellfish culturing gear or tampering with said gear deployed by public and/or private entities on approved designated areas is prohibited. Said approved designated areas shall be considered closed areas.
7. Inspections. All shellfish, eels, lobsters, crab and sea worms harvested in the Town of Mashpee are subject to inspection. Failure to display shellfish upon demand of enforcement personnel shall be a violation.
8. Destruction of shellfish or shellfish habitat. The willful destruction of shellfish and/ or shellfish habitat is prohibited and shall be punishable by a fine up to \$300 per incident, and \$300 per day for any such destruction which continues over more than a twenty-four-hour period of time.

145.3.7 Recreational scallop regulations.

1. Closed season. The harvest of scallops shall be closed (prohibited) effective April 1 annually, MGL C. 130, § 71. Open season will be posted annually.
2. Recreational harvest limit. One peck per week may be harvested.
3. Minimum size limit. Only scallops with a well-defined raised annual growth ring may be taken; all other scallops will be considered seed scallops and must be returned to the water immediately, with one exception provided in 322 CMR 6.11. This exception states bay scallops that have a well-defined raised annual growth line located less than 10 millimeters (mm) from the hinge of the shell shall be lawful to harvest and possess if the shell height is at least 63.5 millimeters or 2.5 inches. It shall not be unlawful to have in possession seed scallops unavoidably left in the catch after it has been culled.
4. Gear restriction. Scallops may be taken by hand, rake, dip net and dragging in all areas that are not closed to dragging. In such areas closed to dragging, they may be taken by hand, dip net, rakes and diving. No other devices may be used.

145.3.8 Regulations pertaining to other species.

145.3.8 Herring and alewife rules and regulations

1. It shall be unlawful hereunder for any person to harvest, possess or sell river herring in the Town of Mashpee or in waters under the jurisdiction of the Commonwealth of Massachusetts unless said person is otherwise legally entitled to engage in such activity, including Native Americans with valid tribal identification cards who assert aboriginal rights to take river herring for sustenance purposes, as determined by the Director of Natural Resources.
2. Conservation. Throwing objects into the water and/or malicious destruction of the herring and alewives is prohibited.

3. Unauthorized alteration of herring runs. No person shall tamper with, adjust or destroy any structure provided for the passage of herring and alewives unless authorized by the Herring Warden.
4. The penalty for violation of any of these regulations shall be \$100. Possession of river herring shall carry the penalty of \$50 per fish, each fish constituting a separate offense.

145.3.8.2 Edible Crab regulation

- A. **Blue crab:** 5 in shell width (spine to spine) Egg-bearers cannot be taken. Limit of 25 crabs/day. No permit required unless using traps or SCUBA. Closed season on harvest is January 01–April 30, inclusive. Closed season on trap gear is November 1 - May 15, inclusive.
*** Prohibition:** Using traps to fish for blue crabs and retaining blue crabs taken by trap gear is prohibited. Only actively fished gear may be fished for blue crabs. This includes trot lines, dip nets, and collapsible traps.
- B. **Other edible crabs:** 50 crabs total per day (including up to 25 blue)—other regulations are the same as for blue crab. Closed season on harvest is January 01–April 30, inclusive. Closed season on trap gear is November 1 - May 15, inclusive.
- C. **Invasive crabs:** In order to harvest green crabs, you must obtain a Letter of Authorization (LOA) from the Division of Marine Fishery's. Closed season on harvest is January 01–April 30, inclusive. Closed season on trap gear is November 1 - May 15, inclusive.

For recreational rules and regulations pertaining to other species including conch, whelk, ocean quahog, sea scallop, lobster, crabs and sea urchins, refer to Massachusetts General Laws Chapter 130 and Title 322 Code of Massachusetts Regulations. All laws within Ch. 130 and CMR 322 pertaining to salt water fisheries are hereby incorporated by reference into these Regulations.

145.4 Commercial Shellfishing

145.4.1 Classes of permits and permit conditions.

1. Town of Mashpee commercial shellfishing permits are granted under the authority of the Selectboard for the taking of shellfish for sale or other consideration, issued to persons, other than aliens, having attained their 16th birthday and who are domiciled in the Town of Mashpee. When the holder of a Town of Mashpee commercial shellfish permit is no longer domiciled in the Town of Mashpee, said Town of Mashpee commercial shellfish permit shall be void.
 - a. Limitation of available licenses. Commercial shellfishing licenses shall be issued each year only to commercial shellfish license holders of the preceding year who apply for license renewal. Commercial shellfish license renewals must be applied for between January 1 and January 31.
 - b. Commonwealth of Massachusetts commercial shellfishing permit.

This permit is required by Massachusetts General Law to dig or take shellfish within the Commonwealth of Massachusetts for commercial purposes and required prior to issuance of the Town of Mashpee commercial shellfish permit.

- c. Town of Mashpee commercial shellfishing permit fee: \$125
- d. Commercial shellfishing permits expire on March 31 each year.
- e. Unlawful harvest without a commercial shellfishing permit. No person shall take or attempt to take shellfish for sale or other commercial purpose, unless said person is the holder of a valid Town of Mashpee commercial shellfish permit. It shall be prima facie evidence that persons shellfishing on a Town of Mashpee commercial shellfish permit are utilizing said permit for commercial purposes, and are subject to all regulations governing such use. This shall not apply to holders while on their licensed site.
- f. Catch report. A catch report for the calendar year shall be submitted to the Shellfish Division, on forms provided, no later than January 15 annually. Failure to submit a catch report will result in a fine of no more than \$300, as per the determination of the Shellfish Division, and may result in a suspension of the Town of Mashpee commercial shellfish permit for one year, commencing the next commercial permit year (April 1 to March 31).

145.4.2 Commercial shellfishing permit application procedure

1. Each applicant for a Town of Mashpee commercial shellfish permit shall fill out and submit an application form, provided by the Town Clerk's Office, with an application fee of \$5; said application fee is not refundable but will be applied to the permit fee when said permit is picked up. Attached to the application shall be a copy of:
 - a. Commonwealth of Massachusetts commercial shellfish permit, valid for the year being applied for.
 - b. Documentation to verify the applicant is domiciled in the Town of Mashpee. This may be current real estate tax, mortgage or lease and copy of motor vehicle registration. (A driver's license is not proof of domicile.) The burden of proof is on the applicant.
 - c. Validated catch report stub from the year previous to the year being applied for.
2. Application window. Each applicant for a Town of Mashpee commercial permit must apply for said permit between January 1 and January 31 annually. Applications will not be accepted after January 31 without written request to the Shellfish Division that establishes significant personal hardship that precluded a timely application. After paying the initial application fee of \$5 for the commercial permit, the applicant must pick up and tender the balance of the permit fee within 90 days after the application deadline.

3. Address change. Should any commercial permit holders address change during the commercial permit year, he/she must notify the Shellfish Division Office, in writing, of said address change.

145.4.3 General commercial shellfishing.

1. No person shall take or attempt to take shellfish or sea worms during the nighttime hours, between sunset and 1/2 hour before sunrise.
2. Tagging shellfish and display of shellfish permit.
 - a. The regulations for tagging shellfish set forth in 322 CMR 16.03 are hereby incorporated and made a part hereof.
3. All shellfish, commercial permits and licenses shall be displayed for inspection upon demand of a Shellfish Warden, Deputy Shellfish Warden, or Town of Mashpee Natural Resource Officers.
4. No person shall possess shellfish in excess of daily commercial limit while in or on the waters of the Town of Mashpee or while landing their catch.
5. After the completion of harvest, all shellfish harvested in the Town of Mashpee under a commercial permit shall be landed at a Town landing. The word "landed" as used herein shall mean the location where shellfish are removed from the shoreline to any point of land above the mean high-water line.
6. A commercial shellfish permit holder shall not take in any one day shellfish in excess of the commercial quantity allowed by statute or regulation, regardless of the fact that he or a member of his Family may hold a Family shellfish permit.
7. The wet storage of shellfish in Town of Mashpee waters is prohibited. The fine for wet storage is \$200.
8. All persons engaged in skin- or scuba-diving for the commercial harvest of shellfish shall display the diver-down flag and, upon request, and produce a Town of Mashpee commercial shellfish permit.
9. Hydraulic method or hand plunger shall be used to harvest subtidal soft-shell clams, jackknife clams and common razor clams. The harvest of other species of shellfish utilizing the hydraulic method is prohibited.

145.5 Commercial Soft-Shell Clam Shellfishing

145.5.1 Other applicable regulations; minimum size limit; harvest limit.

1. All commercial shellfishing permit conditions, general commercial shellfishing rules and regulations, and shellfishery conservation and management regulations apply. In addition, the following conditions, rules, and regulations apply.

2. Minimum size limit. Shellfish shall be culled and all seed returned to the waters and flats immediately. Persons shall not take or have in their possession (in basket, bucket, bag or other container) soft-shell clams less than two inches in longest diameter to the amount of more than 5% of any batch.
3. Commercial soft-shell clam harvest limit. The total daily limit of soft-shell clams commercial harvest shall not exceed three level tote baskets, as defined.
4. Gear restriction. Pumps shall not exceed eight horsepower and shall be equipped with proper muffler and exhaust system. Pumps shall be mounted low in the boat to limit noise.

145.6 Commercial Quahog Shellfishing

145.6.1 Other applicable regulations.

1. All commercial shellfishing permit conditions, general commercial shellfishing rules and regulations and shellfishery conservation and management regulations apply. In addition the following conditions, rules and regulations apply:
 - a Littleneck: greater than or equal to one-inch hinge width; less than 2 1/2 inches in longest diameter.
 - b Cherrystone: greater than or equal to 2 1/2 inches; less than three inches in longest diameter.
 - c Chowder: greater than or equal to three inches in longest diameter.
2. Shellfish shall be culled and all seed returned to the waters and flats immediately. Persons shall not take or have in their possession (in basket, bucket, bag or other container) quahogs less than one inch shell thickness (hinge width) to the amount of more than 5% of any batch.
3. Quahogs may be commercially harvested by hand, rakes, tongs, dipnet and bullrake. No other device may be used, unless approved by the Shellfish Division
4. All helpers actively assisting a commercially licensed shellfisherman harvesting quahogs are not required to hold a valid Massachusetts commercial shellfish and sea worms permit. Said helper shall be allowed to cull and sort the quahog catch and return seed to the water. Said helper shall not be allowed to harvest quahogs. All helpers must present their valid Massachusetts commercial shellfish and sea worms permit, in person, to the Shellfish Division office prior to initially assisting a commercially licensed shellfisherman.
5. The total daily limit of littleneck, cherrystone or mixed (littleneck/cherrystone) shall not exceed three level tote baskets, as defined. The total daily limit of all quahogs (i.e., littlenecks, cherrystones and chowders) shall not exceed five level tote baskets in any combination. Chowder quahogs shall be culled and bagged separately from littlenecks and cherrystones prior to landing, if the total catch exceeds three tote baskets.

145.7 Commercial Scallop Shellfishing

145.7.1 Other applicable regulations.

1. All commercial shellfishing permit conditions, general commercial shellfishing rules and regulations, and shellfishery conservation and management regulations apply. In addition, the following conditions, rules and regulations apply.
2. Scallops may be commercially harvested daily, Saturday thru Sunday.
3. The harvest of scallops shall be prohibited from April 1 through October 1 annually per MGL C. 130, § 71. Open season will be posted annually.
4. Harvest limits will be posted annually at the Town Clerk's Office, the Town of Mashpee Natural Resources website, and at Town owned bulletin boards at Town landings.
5. Only scallops with a well-defined raised annual growth ring may be taken; all other scallops will be considered seed scallops and must be returned to the water immediately. However, it shall not be unlawful to have in possession seed scallops unavoidably left in the catch after it has been culled to the amount of not more than 5% of the total catch remaining.
6. Scallops may be taken by hand, rake, dip net and dragging in all areas that are not closed to dragging. In such areas closed to dragging, they may be taken by hand, dip net, rakes and diving. No other devices may be used.
7. No drags or dredges shall exceed 32 inches in width.
8. No dragging shall be permitted in any of the Town of Mashpee's embayments or saltwater rivers or ponds. Dragging is only permitted in Nantucket Sound.
9. All helpers actively helping a commercially licensed shell fisherman, harvesting scallops, shall be required to hold a valid Massachusetts commercial shellfish and sea worms permit. However, no such permit is required to operate the boat. All helpers must present their valid Massachusetts commercial shellfish and sea worms permit, in person, to the Shellfish Division Office prior to initially helping a commercially licensed shell fisherman.
10. There shall be not more than two harvest limits allowed per boat for commercial permit
11. It shall be unlawful for the holder of any type of permit to sell or offer for sale, or transfer their catch, unless landed ashore.

145.8 Commercial Shellfishing and Fishing Regulations for Other Species

145.8.1 Applicability of other regulations.

All commercial shellfishing permit conditions, general commercial shellfishing rules and regulations, and shellfishery conservation and management regulations (M.G.L. Ch. 130 and CMR 322) apply for each species. In addition, the following conditions, rules, and regulations apply for the individual species as listed.

145.8.2 Commercial jackknife clam and common razor clam shellfishing.

Commercial jackknife clam (*Tagelus plebeius*) and common razor clam (*Ensis directus*) harvest limit. The total commercially harvested daily limit of either species shall not exceed one level tote basket, as defined, whether harvested in the areas open for commercial harvest

145.8.3 Commercial oyster shellfishing.

The commercial harvest of oysters is prohibited in the Town of Mashpee, except for licensed Aquaculturists on their licensed sites.

145.8.4 Commercial elver and eel fishing.

1. It is unlawful for a person to take or possess elvers or eels of a size less than nine inches in total length.
2. No person shall take or attempt to take eels for the purpose of sale or any commercial purpose unless he or she is the holder of a Town of Mashpee commercial permit endorsed for eels.
3. No person shall take or attempt to take eels, *Anquilla rostrates*, by any contrivance other than by pots, spears or angling. The use of eel pots with a wire mesh size smaller than 1/2 inch by 1/2 inch is prohibited.
4. All buoys will be painted the Town eel fishery color, bright red, the Town Shellfish permit number shall be displayed on all buoys. A colored stripe may be added for identification.
5. Pots shall not be set in navigable marked channels. No person shall fish in excess of 2 pots.
6. Freshwater eeling. Commercial eeling in freshwater is allowed by special state permit. A valid Massachusetts fishing license is also required

145.9 Shellfish Area Status

Periodically updated shellfish area maps and shellfish area openings and closures are available online at: Town of Mashpee Natural Resources: Shellfish Division page

Shellfish maps displayed on this web site are to illustrate written geographical definitions of shellfish areas, as defined by the Massachusetts Division of Marine Fisheries and the Town of Mashpee Shellfish Division. In the field, signposts, buoys and landmarks are used to assist in the demarcation of written geographical definitions of shellfish areas. Check with the Shellfish Division Hotline (508) 539-1400 ext. 8592 to verify shellfish area closures. The harvest of shellfish is prohibited in those areas posted by the Shellfish Division, regardless of the fact that weather or man may from time to time remove signage. If an area has been posted and signage is missing, notify the Shellfish Division.

145.10 Aquaculture License Regulations

145.10.1 Proof of residency required.

Aquaculture licenses, herein referred to as the "license," will be issued only to Town of Mashpee residents who prove to the satisfaction of the Selectboard, as licensing authority, that they are a bona fide, principally domiciled Resident of the Town of Mashpee and have been principally domiciled within the Town for at least 12 consecutive months prior to the date of application. Two forms of written proof of residency are required; tax bills paid by the applicant, rent receipts with accompanying lease agreement, utility bills paid by the applicant, driver's license, car registration issued to the applicant, etc., may serve as proof. All local tax obligations must be paid in full in order for an application to be considered in accordance with MGL c. 40, § 57. The license for any area licensed subsequent to the adoption of these rules and regulations shall be forfeited if the holder of the license, herein referred to as the "licensee," ceases to be a bona fide, principally domiciled Resident of the Town of Mashpee. Annual documentation to verify the licensee is principally domiciled in the Town of Mashpee is required. This may be a current real estate tax bill, mortgage statement or residential lease and copy of motor vehicle registration. (A driver's license is

not valid proof of domicile.) The burden of proof is on the licensee and shall be included with the annual license fee, due by February 28th each year.

145.10.2 Moratorium on issuances of new licenses.

The Selectboard may, in its discretion, issue a moratorium on the issuance of new licenses at any time when such action is deemed appropriate and in the best interests of the Town's shellfisheries.

145.10.3 Compliance with all laws required; approval of license.

The approval of any aquaculture license shall be subject to all federal, state and local laws, rules and regulations, as in force and as may be amended from time to time. The licensee shall comply with all such rules and regulations pertaining to the operation of an aquaculture license in the state of Massachusetts. Failure to comply with any of the aforementioned laws, rules and regulations shall be cause to revoke the license.

145.10.4 Exclusivity of license; subleasing prohibited; transfer of license.

Licenses are issued to and for the exclusive use of the licensee, who may contract with or employ others to work for the licensee. Subleasing of the licensed area or portion thereof is prohibited. Licenses are renewable, heritable, and transferable, subject to the Selectboard's written approval and pursuant to applicable provisions of Massachusetts General Law Chapter 130. Licenses are transferable only after five years from the original license issuance date, subject to review by the Shellfish Division for reporting requirements and production standards and pursuant to Massachusetts General Law Chapter 130. A licensee proposing to transfer his or her license shall first notify the Shellfish Warden in writing that he/she no longer wishes to operate the license and requests a transfer of his/her licensed area to a designated recipient. Such recipient shall thereupon file an application. Thereafter, the application shall be treated, insofar as apt, as a new application. If, however, the licensee is under any pending investigations or violations, the license may not be transferred.

145.10.5 Changes to original plans.

All proposed changes to the original working plans as described in the original application, and all additions of material investments, which may include, but are not limited to, rafts, floats, racks, cages, trays, nets, etc., must be submitted in writing to the Shellfish Division and if in the discretion of the Shellfish Division changes are such that further review is warranted then the Shellfish Division may recommend to the Conservation Commission if applicable that further review of the proposed change take place and the Shellfish Warden, upon review of the proposed change may approve or deny said proposed change.

145.10.6 New license period; renewal.

A new license shall be issued for a period not to exceed five years, and for a total maximum area not to exceed two acres. The licensee may apply for renewal of the license at any time within two years prior to the expiration date of the license. The Selectboard shall review, approve, or deny the licensee's request for renewal within 60 days after receipt of the renewal request.

145.10.7 Acreage limitation.

The maximum total acreage licensed to any licensee shall not exceed two acres. This acreage limitation does not apply to any existing so-called grant (now referred to as a "license") which is in excess of two acres and will not prevent the grant holder (now referred to as the "licensee") from future renewals, provided that said licensee abides by all other applicable regulations set forth herewith.

145.10.8 License fee.

An annual license fee of \$25 per acre, or any part thereof, shall be paid to the Town by the licensee upon the issuance of the license and, thereafter, on or before February 28th of each year. If the fee is not paid within 30 days after it becomes due, the license shall be forfeited. A full production report is required to be submitted to the Shellfish Division for approval prior to the yearly renewal.

145.10.9 Reasonable production value.

An annual review of each license will be conducted by the Shellfish Division in order to determine reasonable production value. If, after the third year of a new license, any licensee cannot show that a reasonable amount of shellfish product has been produced on the license during the preceding year, the license shall be forfeited. For purposes stated herein, "reasonable amount of shellfish product" shall mean not less than \$5,000 per acre per year based upon market value. This amount is subject to change with inflation rates. Failure of the licensed shellfish product to meet such a value shall result in a forfeit of the shellfish aquaculture license and licensed area. If, for any year, the licensee does not meet the reasonable production value, then upon written request to the Shellfish Warden, said reasonable production value may be waived at the discretion of the Shellfish Warden for that particular year, provided that the licensee can demonstrate to the Shellfish Warden that the cause of the lower amount produced is the direct result of a natural disaster or other unforeseen personal misfortune.

145.10.10 Filing of annual reports.

Licensees shall file annual reports with The Shellfish Division in accordance with the form provided on or before February 28 of each year and shall produce documents upon the request of the Shellfish Division showing purchase and sale slips stating the total amount of each kind of shellfish planted, produced, or marketed during the preceding year (January 1 through December 31) upon or from the licensed area, and an estimate of the total number of each kind remaining. The report shall disclose all necessary information as required by these regulations which establishes that the licensee reached the reasonable production value. A new license holder is required to submit purchase and sale slips for the source(s) of seed planted on his/her licensed site and/or gear purchased for his/her licensed site for the first three years of his/her original license.

145.10.11 Transplanting seed stock from public fisheries prohibited

No person shall transplant seed, seed stock or stock from the public fisheries within the Town for purposes of stocking licensed aquaculture land with such seed or stock. Noncompliance with this regulation shall subject the licensee to a fine hereunder.

145.10.12 Marking boundaries of licensed areas.

1. Licensees shall use yellow buoys not less than 15.5 inches in shortest diameter to mark only the most external changes of angles on shellfish aquaculture sites. The buoys shall bear the state propagation permit number issued to the licensee and the words

- "Aquaculture Area." Said numbers and letters shall not be less than two inches in height. The minimum weight requirement for said buoys should be at least 75 lbs.
2. All other licensed area boundaries shall be marked at all corners and changes of angles by uniform yellow buoys, not less than 11.5 inches in shortest diameter, and bear the state propagation permit number issued to the licensee. Said numbers shall not be less than two inches in height. Where a licensed area borders another licensed area, a buoy may bear the state propagation permit number of more than one licensee. All said buoys shall be deployed from April 1 until November 15, annually.
 3. Any proposed alternative marking of a licensed area must be submitted in writing to the Shellfish Division and if in the discretion of Natural Resources the changes are warranted, they may be approved in writing. The Harbormaster may direct licensees of licensed areas that border navigational channels to use specified buoys to mark their licensed area boundaries for navigational purposes.
 4. Each licensee is responsible for maintaining the buoys marking their licensed area. Failure to place or reasonably to maintain said buoys shall be sufficient cause for revocation of the license. Said regulation is subject to fine schedule for noncompliance. The Shellfish Warden shall have the authority to temporarily waive these regulations if the presence of ice, severe weather or other condition hampers the ability of the licensee to immediately comply with these regulations.

145.10.13 Conditions for Use of Area Licensed for Aquaculture

The Selectboard may license specific areas beneath the waters of the Town to individuals for the purpose of granting exclusive rights to plant, grow and harvest shellfish from that area. Said license is subject to the provisions of MGL Chapter 130, the regulations and orders/ directives of the Division of Marine Fisheries, these Regulations and other applicable Town By-laws, as well as any specific conditions or restrictions set forth in the license by the Selectboard. A licensee shall have the right to the exclusive use of the lands and waters described in a license for the purposes of growing shellfish thereon. This license does not grant any property rights. Any use of this license for other than the planting, growing, and harvest of shellfish upon privately owned property may not proceed over the objection of the property owner. This license does not authorize any damage to private property or other violation of private rights. The issuance of this license is not a determination or transfer of title or ownership. The licensee acknowledges that it is his/her responsibility to obtain permission, if requested in writing, from a property owner before exercising any rights conferred by the license other than for the planting, growing and harvest of shellfish on that property. However, the licensee is on notice that the owners of the property described in the license may, notwithstanding applicable licensure provisions of General Law and these Regulations, bring an action for trespass in a court of competent jurisdiction. A licensee is further required to comply with other laws of the Commonwealth, including environmental laws and laws concerning interference with navigation.

145.10.14 Working of Grants by Non-Licensees

All individuals authorized by a licensed grant holder to work the grant in the absence of a licensed grant holder must be registered with the Shellfish Division. Licensees are responsible for the actions of all such employees or otherwise affiliated persons while they are working on the grant designated by their license.

145.10.15 Responsibility for gear and tackle

The license holder assumes all liability for all gear and tackle used on the licensed site. If any such gear and tackle is moved to a location off the licensed site, it shall be the responsibility of the licensee to remove said gear. If within 21 days after notification to the licensee by the Shellfish Division that the licensee has not complied with this requirement, the Town may cause such gear and tackle to be removed at the expense of the licensee. Every licensee shall permanently mark or tag, in a conspicuous place, any and all gear and tackle used on the licensed site, including without limitation trays, bags, racks, lines and pipes with the six-digit state propagation permit number issued to the licensee. Netting shall be marked or tagged in a conspicuous place, per every 200 square feet. Said regulation is subject to a fine schedule for noncompliance. The Shellfish Warden shall have the authority to temporarily waive these regulations if the presence of ice, severe weather or other condition hampers the ability of the licensee to immediately comply with these regulations.

145.10.16 Removal of gear upon termination of license.

When a license is discontinued or terminated for any reason, the license holder shall be required to remove all gear from the waters and substrate within 60 days of the license termination date. Any and all equipment not removed within 60 days may be removed by a third party, contracted by the Town, at the expense of the licensee.

145.10.17 Harbor improvements; migration of navigational channels.

No licensee shall hold the Town of Mashpee or the Commonwealth of Massachusetts liable for any damage to a licensed site as a result of harbor improvements. Any license bounded by a navigational channel, as defined by the Harbormaster, that has migrated by natural or man-made causes into or through a permitted shellfish license and has eroded a portion of the permitted land within the license to a navigational depth of at least three feet at mean low water, said channel shall become the natural boundary of the license and supersede any previous agreed boundaries of the license. The license holder shall sacrifice any and all rights of his/her license within this defined navigational channel. Should sediment migrate and settle, due in whole or in part to natural conditions, leaving an area along the channel with less than three feet of water at mean low tide and adjacent to a licensed site less than two acres in size, a licensee may apply in writing to redefine the boundaries of the license along the channel through the Shellfish Division. Final determination of whether or not a redefinition of boundaries is warranted will be decided by the Selectboard at a public hearing.

145.10.18 Inspection of containers; samples for disease testing.

The Shellfish Warden and/or assistants shall have authority to inspect the licensed area at any time, and said inspection may include any and all containers on the site. In the event that the Shellfish Warden and/or assistants have reason to believe that inspection of the contents of any or all containers on the site is in the best interest of the town, the Shellfish Warden and/or assistant shall contact the licensee by telephone or by leaving a notice at the address of the licensee indicated on the license, however, advising the licensee that the Town intends to inspect the contents of containers on the license and further inviting the licensee to be present at the time of said inspection. In the event that the Shellfish Warden and/or assistant does not receive a response from the licensee within 48 hours of notification by phone or by written notice, the inspection of containers may be conducted without the presence of the licensee. The Town of Mashpee reserves the right at any time

to obtain samples of any shellfish from a licensed area for the purpose of certified testing for disease.

145.10.19 Taking without consent from licensed site.

Whoever takes or attempts to take shellfish of any description upon any shellfish grounds or beds covered by a license granted by the Town of Mashpee or Commonwealth of Massachusetts, or in any way disturbs the growth of shellfish thereon, or whoever discharges any substance which may directly or indirectly injure the shellfish upon any such grounds or beds, without the consent of the licensee or transferee shall be subject to fine for said violation as provided in the Fine Schedule herein.

145.10.20 Required Icing and Shading of Product

Annually, during the period of time that the DMF's *Vibrio* control plan is in effect, harvesters must comply with the State's regulations. (See 322 CMR 16.00 Shellfish Harvest and Handling.) With the first offense of this section, the harvester will lose his or her product. With any subsequent offense, the harvester shall lose his or her product and license and/or permit for one year.

145.10.21 Required Notification during Vibrio Season

In order to best safeguard public health and maintain sufficient logging during *Vibrio* season all harvesters must notify the Shellfish Division of any harvests or re-submergence activities prior them taking place. Notice should be given as soon as the harvester can reasonably assume that such activities will be taking place. Penalties for this section will be \$50 for the first offense, \$150 for a second offense and confiscation of product for a third violation within one *Vibrio* season.

145.10.22 Harvest Must Be Tagged

At the time of harvest, any commercial permit holder who has shellfish of any kind for sale, trade or other consideration, must legibly mark all containers of shellfish using legal tags. (CMR 322 sec 16.)

145.10.22 Annual Inspection of Each Grant

The Shellfish Division shall make no less than one visit per year to the site of each licensed area in the company of the license holder.

145.10.23 No Lethal Predator Control Measures

Unless specifically authorized by the Director, in consultation with the U.S. Fish and Wildlife Service and/or the National Marine Fisheries Service, it shall be unlawful to use lethal means to control or exclude predators or other organisms from any area used for aquaculture. Non-lethal enclosures, including, but not limited to, nets, fences, bubble curtains and noise may be used, if approved for a specific site and purpose. Invertebrate predators, pests and fouling organisms may be removed manually from an aquaculture site and disposed of in a lawful manner (See 322CMR 13.7.2).

145.10.24 No Taking of Horseshoe Crabs or Whelks/Conks Without Permit.

Being in possession of horseshoe crabs and whelks (conchs) for any reason requires a State permit. In this regulation, whelk/conch refers to either knobbed whelk (*Busycon carica*) or channeled (smooth) whelk (*Busycotypus canaliculatus*). (See CMR 322 6. 34: Horseshoe Crab Management and 322 CMR Section 6.21: Minimum Size for Conch.) As stated in in above section, neither species shall be intentionally killed while practicing predator control.

145.10.25 Marking of Gear

Every licensee shall clearly and permanently mark any and all trays, boxes, holding cars and all other aquaculture gear with the license number of the license area in a manner that is clearly visible.

145.10.26 Fines for Gear Violations.

Following notice of a violation, either in person, via phone, or by written notice, the licensee has 7 days to comply. After the seventh day, a \$50 ticket shall be issued for each day of noncompliance. After 30 days of non-compliance, the licensee shall have his or her license revoked.

145.10.27 Exception to Hours of Operation

As required in Section 4.7, no license holder shall harvest, dig, pile, take or carry away any shellfish or shell during the period from one half (1/2) hour after sunset to one half (1/2) hour before sunrise by any method whatsoever. In the event of impending natural emergencies due to storms, ice or the like, and only after notifying the Shellfish Warden, a licensee may engage in securing stock and gear during this time period. Licensees must notify the Shellfish Warden in advance of their intention to empty seed trays and plant out seed at such times when the extreme tides needed to conduct such activities occur during this time period.

145.10.28 Extension of Acreage without Permission

No aquaculture license holder may willfully extend or cause to extend his or her grant boundaries, or allow cultivation, operation, propagation or products and equipment to exist beyond the duly recorded boundaries of his or her licensed area. The Shellfish Warden may cause a licensed area to be re-surveyed by a registered civil engineer at the cost of the license holder, in the event that the assigned boundaries of an aquaculture license are called into question. If a violation of this section is then established, the aquaculture license of the individual guilty of the infraction shall then be revoked.

145.10.29 Containers Holding Undersized Shellfish Must Be Tagged

All containers that hold market-bound, aquaculture-raised shellfish whose size is less than that allowed by the State when that species is harvested from the wild (petite oysters whose greatest length is between 2 1/2 and 3", quahogs whose hinge width is between 7/8" and 1", or surf clams whose shell diameter is between 1 1/2" and 5") must be tagged with the words "AQUACULTURE-RAISED" or "FARM RAISED".

145.10.30 Aquaculture Research and Development Projects

1. License for Aquaculture Research and Development

The Selectboard may issue a license to an individual or an institution (including a corporation) which proposes to conduct aquaculture research and development projects if environmentally appropriate, in the best interests of the Town, and beneficial to the aquaculture industry.

2. Initial Term of License

The initial term of a research and/or development license shall not exceed two (2) years. The license may then be renewed for a period of up to eight (8) years, for a total maximum of ten (10) years.

3. Plan of Project

The applicants shall provide a plan of the project including all aspects of the management and operations of the project to the Selectboard, the Shellfish Warden, Shellfish Commission, and the Division of Marine Fisheries.

4. Dissemination of Data and Results

All data and subsequent results and analyses of the project shall be made available to the Selectboard, the Shellfish Commission, the Shellfish Warden, and the Division of Marine Fisheries at predetermined times to be established in the license.

5. Excess Product Returns to Town

Products resulting from the exercise of this license, in excess of those required for the aquaculture research and development shall be turned over to the Town of Mashpee Shellfish Division for use in municipal propagation.

145.10.31 License review and/or revocation.

Violation of these Regulations subjects the licensee to review and possible revocation of the license at the discretion of the Town of Mashpee Selectboard.

145.10.32 Severability.

If any provision of these Regulations is declared invalid by any court or tribunal of competent jurisdiction, the remaining provisions of these Regulations shall remain in full force and effect and not be affected thereby.

145.11 Enforcement and Penalties

145.11.1 Enforcing persons.

The foregoing regulations shall be enforced by the Shellfish Wardens, Deputy Shellfish Wardens, Natural Resources Officers, and for the purposes of herring enforcement only, Conservation Agents, hereinafter called "enforcing persons."

145.11.2 Violations and penalties.

Enforcing persons may in their discretion, initiate criminal proceedings for any violation thereof. Alternatively, enforcing persons may utilize the method of noncriminal disposition

established by Chapter 1, Article III of the Town of Mashpee By-Laws and M.G.L. Ch.40 Section 21D. The fine for violation of regulations not specifically listed in the fine schedule below shall be \$50.

145.11.3 Revocation or suspension of Town permit.

The Town of Mashpee shellfish permit, recreational or commercial, may be revoked or suspended by the Selectboard for any violation of the Town shellfish regulations.

145.11.4 Missing signs.

The harvest of shellfish is prohibited in those areas posted by the Shellfish Division, regardless of the fact that weather or man may from time to time remove signage memorializing the posting. If an area has been posted and signage is missing, notify the Shellfish Division.

145.11.5 Fine Schedule.

Violation	Fee (1st Offence)	Fee (Second Offence)
Shellfishing Without a Permit	\$100.00	\$200.00
Illegal Transfer of Permit	\$50.00	\$100.00
Using False Identification	\$50.00	\$200.00
Selling Shellfish Without a Permit	\$200.00	\$300.00
Possession of Seed	\$50.00	\$150.00
Exceeding Shellfish Limit	\$50.00	\$100.00
Shellfishing in a Closed Area	\$150.00	\$300.00
Shellfishing in a Contaminated Area	\$300.00	Loss of License
Taking Shellfish From a Shellfish Aquaculture License	\$200.00	Loss of License
Taking Shellfish During Closed Season	\$100.00	Loss of License

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

Pursuant to Chapter 138 of Massachusetts General Laws, the Board of Selectmen, acting as the Local Licensing Authority for the Town of Mashpee, will conduct a public hearing on the 2022 Seasonal Alcoholic Beverages and Entertainment License renewals.

Said hearing will be held on Monday, March 21, 2022 at 6:40 p.m., in the Waquoit Meeting Room of Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA 02649.

Broadcast Live on Local Cable Channel 18

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

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



Per order of
The Mashpee Board of Selectmen

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



TOWN OF MASHPEE

OFFICE OF SELECTMEN

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

MEMORANDUM

Date: March 16, 2022

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

From: Stephanie A. Coleman, Administrative Secretary 

Re: 2022 Seasonal Alcoholic Beverages and Entertainment License Renewals

Description

Discussion and approval of the Seasonal Alcoholic Beverages and Entertainment License Renewals for the year 2022.

Background

Pursuant to Chapter 138 of Massachusetts General Laws, the Board of Selectmen, acting as the Local Licensing Authority for the Town of Mashpee, will conduct a public hearing on the 2022 Seasonal Alcoholic Beverages and Entertainment License renewals.

The following licensees have filed complete renewal applications:

Package Store – All Alcohol

Commons Convenience

Mashpee Mart

Restaurant – All Alcohol

Cooke's Seafood

Bob's Seafood Café*

New Seabury Athletic Club and Pool

The Raw Bar*

Hotel/Innkeeper

Popponesset Inn*

Club – All Alcohol

The Lure*

*Morrison Marketplace LLC dba Poppy Market has chosen not to renew for 2022.

* Denotes an establishment that is renewing a license for Weekday Entertainment and/or Entertainment on Sundays.

The Building Department has verified that all licensed establishments have passed building/fire inspections.

The Health Agent has verified that there are no violations to report.

Our office has received no notice of violations from the Police Department.

The Treasurer/Tax Collector's office has confirmed that all licensed establishments are current on their property taxes.

Additionally the ABCC has reported no violations for the calendar year 2021.



Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission

Jean M. Lorizio, Esq.
Commission Chairman

MAR 9 2022 PM12:09

2022
Retail License Renewal

License Number: 89619-PK-0670

Municipality: MASHPEE

License Name : COMMONS CONVENIENCE INC.

License Class: Seasonal

DBA : Commons Convenience

License Type: Package Store

Premise Address: 414 Nathan Ellis Highway Mashpee, MA
02649

License Category: All Alcoholic Beverages

Manager: Ghulam Rasool

I hereby certify and swear under penalties of perjury that:

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

Signature

SAIED A CHAUDHRY

Printed Name

3.8.2022

Date

PRESIDENT

Title

Please sign this form only in the month of March and return to your Local Licensing Authority.

Additional Information:



Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission

Jean M. Lorizio, Esq.
Commission Chairman

MAR 10 2022 AM 11:51

2022

Retail License Renewal

License Number: 89547-PK-0670

Municipality: MASHPEE

License Name : ASZS GROUP INC.

License Class: Seasonal

DBA : Mashpee Mart

License Type: Package Store

Premise Address: 44 Falmouth Rd Mashpee, MA 02649

License Category: All Alcoholic Beverages

Manager: Zohaib Shahid

I hereby certify and swear under penalties of perjury that:

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

Signature

ZOHAIB SHAHID

Printed Name

3.2.2022

Date

OWNER/MANAGER

Title

Please sign this form only in the month of March and return to your Local Licensing Authority.

Additional Information:



Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission

Jean M. Lorizio, Esq.
Commission Chairman

MAR 15 2022 PM 1:12

2022

Retail License Renewal

License Number: 00052-RS-0670

Municipality: MASHPEE

License Name : Azzaro Mashpee Inc

License Class: Seasonal

DBA : Cookes Seafood

License Type: Restaurant

Premise Address: 7 Ryan'S Way Mashpee, MA 02144

License Category: All Alcoholic Beverages

Manager: Angela Asimakopoulos

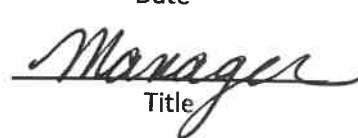
I hereby certify and swear under penalties of perjury that:

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


Signature


Printed Name


Date


Title

Please sign this form only in the month of March and return to your Local Licensing Authority.

Additional Information:




The Commonwealth of Massachusetts
Office of Public Safety & Inspections
New and Renewal Certificate of Inspection - Regular

In accordance with **780 CMR, Chapter 1** (The Ninth Edition of the Massachusetts State Building Code) and Chapter **304 of the Acts of 2004** (an Act to further enhance fire and life safety), this Certificate Of Inspection is issued to the premise or structure or part thereof as herein identified

Issued to	Identify Name of Establishment				Certificate No. CL-21-1340
	COOKE'S SEAFOOD				
Located at	Identify property address including street number, name, city or town and county				Certificate Expiration
	7 RYANS WAY				12/31/22
Use Group Classification (s)	Basement	First Floor	Second Floor	Third Floor	Fourth Floor
		DINING AREA	STANDING SPACE		
Allowable Occupant Load		165	25		

This is hereby issued by the undersigned to certify that the premise, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. **Failure to post or tampering with the contents of the certificate is strictly prohibited.**

Name of Municipal Fire Chief	Name of Building Official	Date of Inspection
Thomas Rullo	David Morris	11/15/21
Signature of Municipal Fire Chief	Signature of Building Official	Date of Issuance
Thomas C Rullo		11/23/21



Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission

Jean M. Lorizio, Esq.
Commission Chairman

MAR 16 2022 AM 9:09

2022
Retail License Renewal

License Number: 03360-RS-0670

Municipality: MASHPEE

License Name : PM Cafe LLC

License Class: Seasonal

DBA : Bob'S Seafood Cafe

License Type: Restaurant

Premise Address: 259 Shore Drive 8 Mashpee, MA 02649

License Category: All Alcoholic Beverages

Manager: Tara Marie Merola

I hereby certify and swear under penalties of perjury that:

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

Signature

MATTHEW KELLY

Printed Name

MARCH 15, 2022

Date

OWNER/OPERATOR

Title

Please sign this form only in the month of March and return to your Local Licensing Authority.

Additional Information:



The Commonwealth of Massachusetts
Office of Public Safety & Inspections
New and Renewal Certificate of Inspection - Regular

In accordance with **780 CMR, Chapter 1** (The Ninth Edition of the Massachusetts State Building Code) and Chapter **304 of the Acts of 2004** (an Act to further enhance fire and life safety), this Certificate Of Inspection is issued to the premise or structure or part thereof as herein identified

Issued to	Identify Name of Establishment POPPONSETT MARKETPLACE LLC / BOB'S SEAFOOD CAFE					Certificate No. CI-21-1344
Located at	Identify property address including street number, name, city or town and county 259 SHORE DR					Certificate Expiration 12/31/22
Use Group Classification (s)	Basement	First Floor	Second Floor	Third Floor	Fourth Floor	Other
Allowable Occupant Load		INSIDE DINNING	OUTSIDE DINNING			
		28	31			
This is hereby issued by the undersigned to certify that the premise, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. Failure to post or tampering with the contents of the certificate is strictly prohibited.						
Name of Municipal Fire Chief	Thomas Rullo		Name of Building Official		David Morris	
Signature of Municipal Fire Chief			Signature of Building Official			
			Date of Issuance		11/23/21	



Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission

Jean M. Lorizio, Esq.
Commission Chairman

2022
Retail License Renewal

License Number: 03325-RS-0670

Municipality: MASHPEE

License Name : NS Beach Club LLC

License Class: Seasonal

DBA : New Seabury Athletic Club And Pool
House

License Type: Restaurant

Premise Address: 60-80 Cross Road Mashpee, MA 02649

License Category: All Alcoholic Beverages

Manager: Scott Mullen

I hereby certify and swear under penalties of perjury that:

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

Signature

3-4-22

Date

Scott A Mullen

Printed Name

F&B Manager

Title

Please sign this form only in the month of March and return to your Local Licensing Authority.

Additional Information:



The Commonwealth of Massachusetts
Office of Public Safety & Inspections
New and Renewal Certificate of Inspection - Regular

In accordance with **780 CMR, Chapter 1** (The Ninth Edition of the Massachusetts State Building Code) and Chapter **304** of the Acts of 2004 (an Act to further enhance fire and life safety), this Certificate Of Inspection is issued to the premise or structure or part thereof as herein identified

Issued to	Identify Name of Establishment NS Beach Club LLC				Certificate No. CI-21-1351	
Located at	Identify property address including street number, name, city or town and county 60 CROSS RD				Certificate Expiration 12/31/22	
Use Group Classification (s)	Basement	First Floor	Second Floor	Third Floor	Fourth Floor	Other
		INSIDE BAR	INSIDE GROUP STUDIO	OUTSIDE DECK	OUTBACK SIDE DECK	OUTSIDE POOL AREA
Allowable Occupant Load		67	17	62	49	720
This is hereby issued by the undersigned to certify that the premise, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. Failure to post or tampering with the contents of the certificate is strictly prohibited.						
Name of Municipal Fire Chief	Thomas Rullo	Name of Building Official		David Morris		Date of Inspection 10/28/21
Signature of Municipal Fire Chief		Signature of Building Official				Date of Issuance 11/23/21



Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission

Jean M. Lorizio, Esq.
Commission Chairman

MAR 16 2022 AM 9:08

2022

Retail License Renewal

License Number: 03356-RS-0670

Municipality: MASHPEE

License Name : PM Raw Bar, LLC

License Class: Seasonal

DBA : The Raw Bar

License Type: Restaurant

Premise Address: 259 Shore Drive Bldg 4 Mashpee, MA
02649

License Category: All Alcoholic Beverages

Manager: Matthew James Gelly

I hereby certify and swear under penalties of perjury that:

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


Signature

MATTHEW GELLY
Printed Name

MARCH 15, 2022
Date

OWNER/OPERATOR
Title

Please sign this form only in the month of March and return to your Local Licensing Authority.

Additional Information:



The Commonwealth of Massachusetts
Office of Public Safety & Inspections
New and Renewal Certificate of Inspection - Regular

In accordance with **780 CMR, Chapter 1** (The Ninth Edition of the Massachusetts State Building Code) and Chapter **304 of the Acts of 2004** (an Act to further enhance fire and life safety), this Certificate Of Inspection is issued to the premise or structure or part thereof as herein identified

Issued to	Identify Name of Establishment <i>The Raw Bar Inc</i>					Certificate No. <i>CI-21-1280</i>	
Located at	Identify property address including street number, name, city or town and county <i>259 SHORE DR</i>					Certificate Expiration <i>12/31/22</i>	
Use Group Classification (s)	Basement	First Floor	Second Floor	Third Floor	Fourth Floor	Other	
Allowable Occupant Load							
This is hereby issued by the undersigned to certify that the premise, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. Failure to post or tampering with the contents of the certificate is strictly prohibited.							
Name of Municipal Fire Chief	<i>Thomas Rullo</i>	Name of Building Official <i>David Morris</i>			Date of Inspection <i>11/08/21</i>		
Signature of Municipal Fire Chief	<i>Thomas C. Rullo</i>	Signature of Building Official <i>David Morris</i>			Date of Issuance <i>11/10/21</i>		



Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission

Jean M. Lorizio, Esq.
Commission Chairman

2022
Retail License Renewal

License Number: 00051-HT-0670

Municipality: MASHPEE

License Name : NS Beach Club LLC

License Class: Seasonal

DBA : Popponesset Inn

License Type: Hotel/Innkeeper

Premise Address: 252 Shore Drive Mashpee, MA 02649

License Category: All Alcoholic Beverages

Manager: Scott Mullen

I hereby certify and swear under penalties of perjury that:

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

Scott A Mullen

Signature

Scott A Mullen

Printed Name

3-4-22

Date

F&B Manager

Title

Please sign this form only in the month of March and return to your Local Licensing Authority.

Additional Information:



The Commonwealth of Massachusetts
Office of Public Safety & Inspections
New and Renewal Certificate of Inspection - Regular

In accordance with **780 CMR, Chapter 1** (The Ninth Edition of the Massachusetts State Building Code) and Chapter **304 of the Acts of 2004** (an Act to further enhance fire and life safety), this Certificate Of Inspection is issued to the premise or structure or part thereof as herein identified

Issued to	Identify Name of Establishment <i>Popponesset Inn</i>				Certificate No. <i>CI-21-1348</i>	
Located at	Identify property address including street number, name, city or town and county <i>252 SHORE DR</i>				Certificate Expiration <i>12/31/22</i>	
Use Group Classification (s)	Basement	First Floor	Second Floor	Third Floor	Fourth Floor	Other
	<i>TENT AREA</i>	<i>PIANO ROOM</i>	<i>POPPY BAR/ POPPY ROOM</i>	<i>POPPY ROOM / OCEAN ROOM</i>	<i>HUTCH ROOM/ FIREPLACE ROOM</i>	<i>GARDEN ROOM</i>
Allowable Occupant Load	<i>82</i>	<i>35</i>	<i>35/71</i>	<i>32/35</i>	<i>30/33</i>	<i>51</i>
This is hereby issued by the undersigned to certify that the premise, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. Failure to post or tampering with the contents of the certificate is strictly prohibited.						
Name of Municipal Fire Chief	<i>Thomas Rullo</i>	Name of Building Official <i>David Morris</i>			Date of Inspection <i>11/28/21</i>	
Signature of Municipal Fire Chief	<i>Thomas C. Rullo</i>	Signature of Building Official <i>[Signature]</i>			Date of Issuance <i>11/23/21</i>	



Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission

Jean M. Lorizio, Esq.
Commission Chairman

2022
Retail License Renewal

License Number: 00081-RS-0670

Municipality: MASHPEE

License Name : NS Beach Club LLC

License Class: Seasonal

DBA : The Lure At Popponeset

License Type: Club

Premise Address: 236 Shore Drive Mashpee, MA 02649

License Category: All Alcoholic Beverages

Manager: Scott Mullen

I hereby certify and swear under penalties of perjury that:

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

Scott A Mullen

Signature

Scott A Mullen

Printed Name

3-4-22

Date

Food & Bev Manager

Title


Please sign this form only in the month of March and return to your Local Licensing Authority.

Additional Information:



The Commonwealth of Massachusetts
Office of Public Safety & Inspections
New and Renewal Certificate of Inspection - Regular

In accordance with **780 CMR, Chapter 1** (The Ninth Edition of the Massachusetts State Building Code) and Chapter **304 of the Acts of 2004** (an Act to further enhance fire and life safety), this Certificate Of Inspection is issued to the premise or structure or part thereof as herein identified

Issued to	Identify Name of Establishment <i>The Lure on the Waterfront at the Poppy</i>					Certificate No. <i>CI-21-1363</i>
Located at	Identify property address including street number, name, city or town and county <i>236 SHORE DR</i>					Certificate Expiration <i>12/31/22</i>
Use Group Classification (s)	Basement	First Floor	Second Floor	Third Floor	Fourth Floor	Other
		<i>FIRST FLOOR</i>	<i>SECOND FLOOR</i>	<i>OUTSIDE</i>		
Allowable Occupant Load		<i>45</i>	<i>68</i>	<i>80</i>		
This is hereby issued by the undersigned to certify that the premise, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. Failure to post or tampering with the contents of the certificate is strictly prohibited.						
Name of Municipal Fire Chief	<i>Thomas Rullo</i>	Name of Building Official		<i>David Morris</i>		Date of Inspection <i>11/15/21</i>
Signature of Municipal Fire Chief	<i>Thomas C. Rullo</i>	Signature of Building Official				Date of Issuance <i>11/29/21</i>



Town of Mashpee

*16 Great Neck Road North
Mashpee, Massachusetts 02649*

MEMORANDUM

To: Carol Sherman, Chair and the Honorable Members of the Select Board
From: Planning Board
Date: March 2, 2022
Re: Establishment of a new Open Space Committee

The Planning Board has recently contemplated the mechanisms available to offer expressions of interest for open space acquisitions and initiate negotiations with private landowners for that purpose.

It is understood that when the Town adopted the Community Preservation Act, the Open Space Committee became the Community Preservation Committee.

While the Community Preservation Committee is empowered to review applications submitted by private property owners for open space acquisitions, they are also charged with reviewing applications that support historic preservation as well as production and/or preservation of affordable housing.

Staff have identified remaining parcels of conservation interest that are shown also on the Town's Conservation, Open Space and Recreation Plan but feel that expressions of interest should come from an appointed committee whose charge is to represent the Town's interests in that regard.

The Planning Board further understands that, while the Community Preservation Committee could submit its own applications, it is not the practice of the Committee to do so.

As such, it is the consensus of the Planning Board that establishing a new committee to follow through on recommended parcels for acquisition be established to work with the Town Planner and Conservation Agent in this regard. The goal of this committee would be to establish communication with private landowners to show the Town's interest in acquiring property for conservation purposes, working with that property owner to negotiate a price, and then submitting applications to the Community Preservation Committee for consideration.

The Planning Board requests the Select Board consider the merits of establishing this new committee on a future agenda and seek a recommendation from the Town Manager regarding the committee's composition and mission.



TOWN OF MASHPEE

OFFICE OF SELECTMEN

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

Date: March 17, 2022

TO: Rodney C. Collins, Town Manager;

Chair Carol Sherman and the Honorable Members of the Select Board

FROM: Terrie M. Cook, Administrative Assistant

RE: Comcast License Renewal Proposal for Approval

Attached is the Comcast License Renewal for the Board's review and approval.

The significant changes to the prior contract appear below:

- The PEG annual capital payments will increase to \$650,000 (\$65,000/year for 10 years)
The previous contract was for \$447,583 (\$44,758.30/year for 10 years)
- The PEG franchise fee has been increased to 5% of gross annual revenues from 4.5%
- Comcast will maintain a full-time customer service office in a town reasonably convenient to Mashpee

 **DRAFT**

CABLE TELEVISION
RENEWAL LICENSE

GRANTED TO

Comcast Cable Communications Management, LLC

TOWN OF MASHPEE
MASSACHUSETTS

Contents

ARTICLE 1	7
DEFINITIONS	7
Section 1.1 – Definitions	7
ARTICLE 2 - GRANT OF RENEWAL LICENSE	12
Section 2.1 – GRANT OF RENEWAL LICENSE	12
Section 2.2 – TERM OF RENEWAL LICENSE	12
Section 2.3 – NON-EXCLUSIVITY OF RENEWAL LICENSE	13
Section 2.4 – POLICE AND REGULATORY POWERS	13
Section 2.5 – REMOVAL	14
Section 2.6 – TRANSFER OF THE RENEWAL LICENSE	14
Section 2.7 – EFFECT OF UNAUTHORIZED TRANSFER ACTION	15
ARTICLE 3 - CABLE SYSTEM DESIGN	16
Section 3.1 – SUBSCRIBER NETWORK	16
Section 3.2 – EMERGENCY ALERT OVERRIDE CAPACITY	16
Section 3.3 – PARENTAL CONTROL CAPABILITY	16
Section 3.4 – PEG ACCESS VIDEO ORIGINATION LOCATIONS	16
ARTICLE 4 - CABLE SYSTEM LOCATION, MAINTENANCE AND OPERATIONAL STANDARDS	17
Section 4.1 – SERVICE AVAILABLE TO ALL RESIDENTS	17
Section 4.2 – LOCATION OF THE CABLE TELEVISION SYSTEM	17
Section 4.3 – ABOVE GROUND & UNDERGROUND FACILITIES	18
Section 4.4 – TREE TRIMMING	18
Section 4.5 – RESTORATION TO PRIOR CONDITION	18
Section 4.6 – TEMPORARY RELOCATION	19
Section 4.7 – DISCONNECTION AND RELOCATION	19
Section 4.8 – SAFETY STANDARDS	19
Section 4.9 – PEDESTALS	19
Section 4.10 – PRIVATE PROPERTY	20
Section 4.11 – RIGHT TO INSPECTION OF SYSTEM	20
Section 4.12 – CABLE SYSTEM MAPS	20
Section 4.13 – SERVICE INTERRUPTION	20
Section 4.14 – COMMERCIAL/ MUNICIPAL ESTABLISHMENTS	21
Section 4.15 – DIG SAFE	21

ARTICLE 5 - SERVICES AND PROGRAMMING	22
Section 5.1 – BASIC SERVICE	22
Section 5.2 – PROGRAMMING	22
Section 5.3 – LEASED CHANNELS FOR COMMERCIAL USE.....	22
Section 5.4 – EQUIPMENT/CABLE COMPATABILITY	22
Section 5.5 – CONTINUITY OF SERVICE	23
ARTICLE 6 - PUBLIC, EDUCATIONAL & GOVERNMENTAL ACCESS FACILITIES & SUPPORT	24
Section 6.1 – PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS.....	24
Section 6.2 – PUBLIC ACCESS PROVIDER	24
Section 6.3 – EDUCATIONAL AND GOVERNMENTAL ACCESS PROVIDER	24
Section 6.4 – PEG ACCESS CHANNELS	25
Section 6.5 – PEG ACCESS AND ISSUING AUTHORITY CABLE RELATED FUNDING ..	25
Section 6.6 – PEG ACCESS FACILITIES/EQUIPMENT CAPITAL FUNDING	26
Section 6.7 – EQUIPMENT OWNERSHIP	27
Section 6.8 – ACCESS PROVIDER ANNUAL REPORT	27
Section 6.9 – PEG ACCESS CHANNELS MAINTENANCE	27
Section 6.10 – PEG ACCESS VIDEO TRANSPORT AND CABLECASTING	28
Section 6.11 – CENSORSHIP	29
ARTICLE 7 - ANNUAL FUNDING TO THE TOWN	30
Section 7.1 – LICENSE FEE PAYMENTS.....	30
Section 7.2 – OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS.....	30
Section 7.3 – LATE PAYMENT	31
Section 7.4 – RECOMPUTATION.....	31
Section 7.5 – AFFILIATES USE OF SYSTEM.....	32
Section 7.6 – METHOD OF PAYMENT	32
ARTICLE 8 - RATES CHARGES	33
Section 8.1 – RATE REGULATION.....	33
Section 8.2 – NOTIFICATION OF RATES AND CHARGES	33
Section 8.3 – PUBLICATION AND NON-DISCRIMINATION	33
Section 8.4 – CREDIT FOR SERVICE INTERRUPTION.....	33
ARTICLE 9 - INSURANCE AND BONDS	34
Section 9.1 – INSURANCE.....	34
Section 9.2 – PERFORMANCE BOND	34

Section 9.3 – REPORTING	35
Section 9.4 – INDEMNIFICATION	35
ARTICLE 10 - ADMINISTRATION AND REGULATION	36
Section 10.1 – REGULATORY AUTHORITY	36
Section 10.2 – PERFORMANCE EVALUATION HEARINGS	36
Section 10.3 – NONDISCRIMINATION	37
Section 10.4 – EMERGENCY REMOVAL OF PLANT	37
Section 10.5 – REMOVAL AND RELOCATION	37
Section 10.6 – JURISDICTION & VENUE	37
ARTICLE 11 - DETERMINATION OF BREACH & LICENSE REVOCATION	38
Section 11.1 – DETERMINATION OF BREACH	38
Section 11.2 – REVOCATION OF RENEWAL LICENSE	39
Section 11.3 – TERMINATION	39
Section 11.4 – NOTICE TO TOWN OF LEGAL ACTION	39
Section 11.5 – NON-EXCLUSIVITY OF REMEDY	39
Section 11.6 – NO WAIVER – CUMULATIVE REMEDIES	39
ARTICLE 12 - SUBSCRIBER RIGHTS AND CONSUMER PROTECTION	41
Section 12.1 – CUSTOMER SERVICE	41
Section 12.2 – TELEPHONE ACCESS	41
Section 12.3 – CUSTOMER SERVICE CALL CENTER	41
Section 12.4 – INSTALLATION VISITS – SERVICE CALLS – RESPONSE TIME	42
Section 12.5 – FCC CUSTOMER SERVICE OBLIGATIONS	42
Section 12.6 – BUSINESS PRACTICE STANDARDS	43
Section 12.7 – COMPLAINT RESOLUTION PROCEDURES	43
Section 12.8 – REMOTE CONTROL DEVICES	44
Section 12.9 – EMPLOYEE IDENTIFICATION CARDS	44
Section 12.10 – PROTECTION OF SUBSCRIBER PRIVACY	44
Section 12.11 – PRIVACY WRITTEN NOTICE	44
Section 12.12 – SUBSCRIBER’S RIGHT TO INSPECT AND VERIFY INFORMATION	45
Section 12.13 – PRIVACY STANDARDS REVIEW	45
ARTICLE 13 - REPORTS, AUDITS AND PERFORMANCE TESTS	46
Section 13.1 – GENERAL	46
Section 13.2 – FINANCIAL REPORTS	46
Section 13.3 – CABLE SYSTEM INFORMATION	46

Section 13.4 – IN-HOUSE TELEPHONE REPORTS	46
Section 13.5 – SUBSCRIBER COMPLAINT REPORT	47
Section 13.7 – QUALITY OF SERVICE	47
Section 13.8 – DUAL FILINGS	47
Section 13.9 – INVESTIGATION	47
ARTICLE 14 - EMPLOYMENT	48
Section 14.1 – EQUAL EMPLOYMENT OPPORTUNITY	48
Section 14.2 – NON-DISCRIMINATION	48
ARTICLE 15 - MISCELLANEOUS PROVISIONS	49
Section 15.1 – ENTIRE AGREEMENT	49
Section 15.2 – CAPTIONS	49
Section 15.3 – SEPARABILITY	49
Section 15.4 – ACTS OR OMISSIONS OF AFFILIATES	49
Section 15.5 – RENEWAL LICENSE EXHIBITS	49
Section 15.6 – WARRANTIES	50
Section 15.7 – FORCE MAJEURE	50
Section 15.8 – REMOVAL OF ANTENNAS	50
Section 15.9 – APPLICABILITY OF RENEWAL LICENSE	51
Section 15.10 – NOTICES	51
Section 15.11 – NO RECOURSE AGAINST THE ISSUING AUTHORITY	51
Section 15.12 – TOWN’S RIGHT OF INTERVENTION	52
Section 15.13 – TERM	52
Section 15.14 – NO THIRD-PARTY BENEFICIARY	52

AGREEMENT

This cable television renewal license entered into by and between the Town of Mashpee, Massachusetts, by the Board of Selectmen of Mashpee in its statutory capacity is Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L. c.166A, and Comcast Cable Communications Management, LLC (“Comcast” or the “Licensee”).

WITNESSETH

WHEREAS, Comcast Cable Communications Management, LLC, (hereinafter “Licensee”), is the duly authorized holder of a renewal license to operate a cable television system in the Town of Mashpee, Massachusetts (hereinafter the “Town”, said licensing having commenced on August 22, 2021);

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated November 7, 2018 in conformity with the Cable Communications Policy Act of 1984 (“Cable Act”) and filed a renewal proposal dated April 22, 2021;

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Act;

WHEREAS, the Issuing Authority has determined that the financial, legal, and technical ability of Licensee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Renewal License with Licensee for the construction and continued operation of a cable system on the terms and conditions set forth herein; and

WHEREAS, the Town’s Board of Selectmen, as the Issuing Authority, finds that Licensee has complied with the terms of its previous license.

NOW THEREFORE, after due and full consideration, the Issuing Authority and Licensee agree that this Renewal License is issued upon the following terms and conditions:

ARTICLE 1

DEFINITIONS

Section 1.1 – Definitions

For the purpose of this Renewal License, the following words, terms, phrases, and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

- (1) Access: the right or ability of any Mashpee resident and/or any Persons affiliated with a Mashpee institution to use designated PEG facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures lawfully established by the Issuing Authority or its Access Provider for such use.
- (2) Access Channel: A video channel which the Licensee owns and shall make available, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and/or similar organizations, subject to the conditions and procedures as lawfully established by the Issuing Authority or its Access Provider for such use.
- (3) Access Corporation or Access Provider: The entity, or entities, as designated by the Issuing Authority from time to time, for the purpose of operating the public, educational and/or governmental access facilities, equipment, and channels on the Cable Television System.
- (4) Affiliate or Affiliated Person: When used in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.
- (5) Basic Service: Any Service tier which includes the retransmission of local television broadcast Signals.
- (6) CMR: The Code of Massachusetts Regulations.
- (7) Cable Act: Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, and as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).
- (8) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable or successor agency, if any.

- (9) Cable Service or Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other Programming services, which the Licensee may make available to all Subscribers generally.
- (10) Cable Television System or Cable System: A facility consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service which includes video programming, and which is provided to multiple Subscribers within the Town, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any public right-of-way; (C) a facility or a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of the Communications Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.
- (11) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Service.
- (12) Complaint: Any written or verbal contact with the Licensee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product, or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.
- (13) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.
- (14) Department of Public Works ("DPW"): The Department of Public Works of the Town of Mashpee, Massachusetts.
- (15) Downstream Channel: A channel over which Signals travel from the Cable System Headend or hub site to an authorized recipient of Programming.
- (16) Drop or Cable Drop: The cable that connects to an Outlet to the feeder cable of the Cable System.
- (17) Educational Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Issuing Authority's Access Designee, for the use of educational institutions and/or the Access Corporation to present non-commercial educational programming and information to the public subject to applicable law and the terms hereof.
- (18) Effective Date of Renewal License (the "Effective Date"): August 22, 2021.
- (19) FCC: The Federal Communications Commission, or any successor agency.

- (20) Government Access Channels: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or its designees for the presentation of non-commercial programming and/or information to the public.
- (21) Gross Annual Revenues: Revenues received by the Licensee and/or its Affiliates calculated in accordance with Generally Accepted Accounting Principles ("GAAP"), from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Services fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service revenues; fees paid on all Subscriber fees ("fee on fee"); all Commercial Subscriber revenues; fees paid for channels designated for commercial use; and Converter, remote control and other cable-related equipment rentals and/or leases and/or sales; leased access revenues, home shopping revenues, and advertising revenues. Gross Annual Revenues shall also include the gross revenue of any other Person who is received directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue was received, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off consistent with Generally Accepted Accounting Principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues shall only include such revenue of such Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself; where unrelated to such Signal carriage.
- (22) Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and coverts incoming Signals for distribution over the Cable System.
- (23) Issuing Authority: The Board of Selectmen or the Town of Mashpee, Massachusetts.
- (24) Leased Channel or Leased Access: A video channel that the Licensee shall make available pursuant to Section 612 of the Cable Act.
- (25) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Mashpee and/or its designee(s), which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. c.166A.
- (26) Licensee: Comcast Cable Communications Management, LLC, or any successor or transferee in accordance with the terms and conditions in this Renewal License.
- (27) Normal Business Hours: Those hours during which most similar businesses in Mashpee are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one night per week and/or some weekend hours.

- (28) Origination Capability or Origination Point: An activated cable and connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.
- (29) Outlet: An interior or exterior receptable, generally mounted in a wall that connects a Subscriber's television set or Subscriber-owned equipment to the Cable System.
- (30) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.
- (31) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.
- (32) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.
- (33) PEG: The acronym "public, educational and governmental", used in conjunction with Access Channels, support and facilities.
- (34) PEG Access Channels: Any Licensee-owned channel(s) made available by the Licensee and provided for use for the presentation of PEG Access Programming.
- (35) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.
- (36) Prime Rate: The prime rate of interest in the Federal Reserve Bank.
- (37) Public Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Access Corporation for use by, among others, Mashpee residents and/or organizations wishing to present non-commercial Programming and/or information to the public.
- (38) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parkways, bulkheads, dedicated public utility easements, and all other publicly owned real property having compatible easements within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.
- (39) Renewal License or License: The non-exclusive Cable Television License granted to the Licensee by its instrument.
- (40) Scrambling/Encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other decoding device.

- (41) Service: Any Basic Cable Service, any Pay Cable Service, and/or any other Cable Service, which is offered to any Subscriber or User in conjunction with, or which is distributed over, the Cable System.
- (42) Signal: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.
- (43) State: The Commonwealth of Massachusetts.
- (44) Subscriber: Any Person, firm, corporation, or other entity, who or which contracts with the Licensee and lawfully receives, for any purpose, a Cable Service provided or distributed by the Licensee by means of, or in connection with, the Cable Television System.
- (45) Subscriber Network: The not less than 750 MHz, bi-directional network, owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.
- (46) Town: The Town of Mashpee, Massachusetts.
- (47) Town Counsel: The Town Counsel of the Town of Mashpee, Massachusetts.
- (48) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drops to Subscribers' residences.
- (49) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.
- (50) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.
- (51) VCR: The acronym for videocassette recorder.
- (52) Video Programming or Programming: Programming provided by, or generally considered comparable to programming provided by a television broadcast station.

ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1 – GRANT OF RENEWAL LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Mashpee, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to operate and maintain a Cable Television System within the corporate limits of the Town of Mashpee.

This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts; the regulations of the FCC, the Cable Act; and all Town, State and federal statutes and by-laws of general application, as all may be amended.

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to lawfully operate and maintain a Cable Television System in, under, over, along, across or upon the Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places having compatible easements and under the jurisdiction of the Town of Mashpee within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has a compatible easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Mashpee. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger the lives of Persons, or interfere with any installations of the Town, any public utility serving the Town, or any other Persons permitted to use Public Ways and places.

Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways or Streets. Disputes between the Licensee and other parties regarding use of Public Ways or Streets shall be resolved in accordance with any generally applicable regulations of the Town and any lawful special laws or Town by-laws and/or regulations enacted thereafter.

Section 2.2 – TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on August 22, 2021 and shall expire at midnight on August 21, 2031 unless sooner terminated as provided herein.

Section 2.3 – NON-EXCLUSIVITY OF RENEWAL LICENSE

- (a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or Streets, or portions thereof, for the construction, upgrade, installation, operation, or maintenance of a Cable Television System within the Town of Mashpee; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.
- (b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome than those contained in this Renewal License.
 - i. In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is reasonably requested.
 - ii. Should the Licensee demonstrate that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.
- (c) The issuance of additional license(s) shall be subject to applicable federal law(s), M.G.L. c.166A and applicable regulations promulgated thereunder.

Section 2.4 – POLICE AND REGULATORY POWERS

By executing the Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable State laws and/or Town by-laws of general applicability, and not specific to this Renewal License, the Cable System or the Licensee rules and regulations governing construction within the Public Way and shall apply all of such standards to construction within a private way in the Town. Any conflict between the terms of the Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of appropriate jurisdiction.

Section 2.5 – REMOVAL

Upon termination of the Renewal License by passage of time or otherwise, and unless (1) the Licensee has its license renewed for another term or (2) the Licensee has transferred the Cable Television System to a transferee approved by the Issuing Authority, pursuant to applicable law, the Licensee shall, if requested by the Issuing Authority, remove all of its supporting structures, poles, Trunk and Distribution System, and all other appurtenances from the Public Ways and places and shall restore all areas. If such removal is not complete within six (6) months after such termination and Issuing Authority request, the Issuing Authority may deem any property not removed as having been abandoned. Notwithstanding the foregoing, the parties reserve all rights they may have under the Cable Act with respect to disposition of the Cable System in connection with termination of this Renewal License as a result of the License not being renewed or otherwise lawfully terminated. Notwithstanding the above, the Licensee shall not be required to remove its Cable System, or to relocate the Cable System as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Comcast from providing Cable Services, if the Cable System is actively being used to facilitate any other services as allowed by applicable law.

Section 2.6 – TRANSFER OF THE RENEWAL LICENSE

- i. Neither this Renewal License, nor control thereof, shall be transferred, assigned, or disposed of in any manner, voluntarily or involuntarily, directly, or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only after a public hearing upon a written application therefor on forms as may be prescribed by the Cable Division and/or the FCC. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.
- ii. Pursuant to applicable federal and State law(s), in considering a request to transfer control of the Renewal License, the Issuing Authority may consider such factors as the transferee's financial capability, management experience, technical expertise, legal ability to operate the Cable System under the existing license and any other criteria allowable under such applicable law(s) and/or regulations.
- iii. For purposes of this Section 2.6, the word "control" shall comply with the definition of such in 207 CMR 4.01, as may be amended from time to time. Pursuant to 207 CMR 4.01(2), a transfer or assignment of this Renewal License or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of this Renewal License or control thereof under M.G.L. c.166A, §7. For purposes of this Section 2.6(c) only, under 207u CMR 4.00, an "affiliated company" is any Person or entity that directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under common control with another Person or entity.

- iv. The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under the Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Renewal License.
- v. The Licensee shall promptly notify the Issuing Authority of any action requiring the consent of the Issuing Authority pursuant to this Section 2.6.
- vi. Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise required, of the application and FCC Form 394 requesting such transfer or assignment consent.
- vii. The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within one hundred twenty (120) days of receipt of said application. To the extent provided for under the Cable Act, after one hundred twenty (120) days, the application shall be deemed approved.
- viii. Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all terms and conditions contained in the Renewal License.

Section 2.7 – EFFECT OF UNAUTHORIZED TRANSFER ACTION

- (a) Any transfer of the Cable System without complying with Section 2.6 above shall be null and void and shall be deemed a material breach of this Renewal License.
- (b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been affected, the Issuing Authority may revoke and terminate the Renewal License, unless such transfer is otherwise allowable by applicable law.
- (c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

ARTICLE 3

CABLE SYSTEM DESIGN

Section 3.1 – SUBSCRIBER NETWORK

- (a) Licensee shall make its Cable Services available to all residents of the Town provided that the Licensee is able to obtain any necessary easements, permits and/or permission from owners of property and multiple dwelling units.
- (b) The Licensee shall transmit all of its Signals to Mashpee Subscribers, including those for local channels, in stereo, provided that such Signals are capable of being furnished to the Licensee in stereo.
- (c) The Cable Television System, pursuant to Section 3.1 herein, shall conform to the applicable FCC technical specifications, as amended, contained in **Exhibit 1** attached hereto and made a part hereof. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

Section 3.2 – EMERGENCY ALERT OVERRIDE CAPACITY

The Subscriber Network described in Section 3.1 herein shall comply with the FCC and MEMA Emergency Alert System (“EAS”) regulations.

Section 3.3 – PARENTAL CONTROL CAPABILITY

The Licensee shall comply with all requirements of federal law(s) governing Subscribers’ capability to control the reception of any channels being received on their television sets.

Section 3.4 – PEG ACCESS VIDEO ORIGINATION LOCATIONS

From the Effective Date of this Renewal License, Licensee shall continue to maintain, operate, and own the existing PEG Access video return lines (“Video Return Lines” or “VRL”) specified herein and as set forth below and at no charge to the Town or Access Designee/Provider, in accordance with this Renewal License. The existing Video Return Lines serving video origination locations listed in Exhibit 3 shall be operated and maintained by Licensee subject to such terms as further provided in Section 6.10 below.

ARTICLE 4
CABLE SYSTEM LOCATION, MAINTENANCE
AND OPERATIONAL STANDARDS

Section 4.1 – SERVICE AVAILABLE TO ALL RESIDENTS

- (a) The area to be served is the entire Town of Mashpee, subject to the limitations set forth herein. Service shall be provided to every dwelling occupied by a Person requesting Cable Service that can be reached by the Cable System via the public right of way in the Town or easements in the Town over which the Town has control, provided that the Licensee is able, in addition, to obtain from owners of private property any necessary easements and/or permits in accordance with applicable law(s). The Licensee shall make reasonable efforts to meet with the Issuing Authority regarding any proposed housing that may have boundary issues, in order to serve customers through legally permissible and cost-effective Mashpee rights-of-way.
- (b) The Licensee shall make its Cable System available to all residents of the Town, unless legally prevented from doing so, subject only to the installation charges herein.
- (c) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than two hundred feet (200') from the existing aerial Trunk and Distribution System and additions thereto. The Licensee may charge residents located more than two hundred feet (200') from the existing aerial Trunk and Distribution System, and additions thereto, time and materials charges subject to Licensee first providing the resident with a verbal estimate, or written estimate if requested, of the costs of a non-standard installation and subject to such resident consenting to same. The Licensee shall have to up, but not more than, ninety (90) days in order to survey, design and install non-standard installations that are more than two hundred feet (200') from the existing aerial Trunk and Distribution System and additions thereto, subject to Force Majeure and the completion of utility pole make ready work. Any dwelling unit within one hundred feet (100') underground from the Trunk and Distribution System shall be entitled to a standard underground installation, unless the sub-surface of an underground installation is a hard surface or requires boring through rock or similar hard surface (i.e. concrete, asphalt, etc.).
- (d) The Licensee shall provide and install, at its expense, necessary drops and outlets pursuant to MGL (I need to find the right section) to make Cable Service(s) available at such Town of Mashpee municipal buildings/ facilities as the Licensor may request, including the Mashpee Town Hall, Mashpee Public Schools, and the Mashpee TV facility.

Section 4.2 – LOCATION OF THE CABLE TELEVISION SYSTEM

The Licensee shall own, install, operate, and maintain the Cable Television System within the Town of Mashpee. Licensee-owned poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all Licensee-owned poles, towers, if any, and other obstructions shall be in accordance with all applicable State laws and Town by-laws and regulations.

Section 4.3 -- ABOVE GROUND & UNDERGROUND FACILITIES

- (a) The Licensee shall comply with applicable law(s) regarding any requirement(s) to remove Licensee-owned poles, overhead wires and associated overhead structures within all or any part or parts of the Town.
- (b) Licensee-owned underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes should be utilized wherever possible and that underground installation is preferable to the placement of additional poles.
- (c) Except as provided for in paragraph (a) herein, in the event that the Licensee is required to place existing aerial plant underground, the Licensee reserves its right to pass those costs through the Subscribers if and to the extent allowed by applicable law.
- (d) Nothing in this Section 4.3 shall be construed to require the Licensee to construct, operate or maintain underground, any ground-mounted appurtenances in the Public Way as of the Effective Date such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

Section 4.4 – TREE TRIMMING

In the installation of amplifiers, poles, or other appliances or equipment and in stringing of cable and/or wires as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade and ornamental trees in and along the streets, alleys, Public Ways, and places in the Town. The Licensee shall be subject to M.G.L. c.87 and shall comply with all rules established by the Issuing Authority and/or its designee(s) during the term of the Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town.

Section 4.5 – RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public space, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

Section 4.6 – TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the Town. The expense of such raising or lowering shall be paid by the Licensee, unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable notice necessary to maintain continuity of Service.

Section 4.7 – DISCONNECTION AND RELOCATION

The Licensee shall, upon reasonable advance notice, without cost to the Town, protect, support, temporarily disconnect, relocate in the same street or other Public Way and place, or remove from any Street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

Section 4.8 – SAFETY STANDARDS

The Licensee shall construct, install, operate, maintain and remove the Cable Television System in conformance with the applicable provisions of the Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Cable Division and the FCC, all State and local laws of general applicability, any other generally applicable regulations, and all land use restrictions as the same exist or may be amended hereafter. Enforcement of such codes shall be by the appropriate regulatory authority.

Section 4.9 – PEDESTALS

Pedestals housing passive devices may be installed and utilized by the Licensee in and on the Town's Public Way(s) for the provision of Cable Service(s), subject to the Licensee applying for and receiving a permit for such installation and/or utilization. In any cases in which Pedestals housing passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at Town approved locations to be determined when the Licensee applies for a permit. All pedestals and low-profile boxes shall be shown on the Cable System maps submitted to the Town in accordance with Section 4.2 *infra*. In the event that the Licensee is no longer utilizing any such Pedestals for Cable Service(s), the Licensee shall remove

any such Pedestals from the Public Ways in a timely manner, unless the Licensee is otherwise permitted to use such Pedestals pursuant to applicable law.

Section 4.10 – PRIVATE PROPERTY

The Licensee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, upgrading, installing, operating, and maintaining the Cable Television System in the Town. The Licensee shall promptly repair or replace all private property, real and personal, damaged, or destroyed as a result of the construction, installation, operation, or maintenance of the Cable System at its sole cost and expense.

Section 4.11 – RIGHT TO INSPECTION OF SYSTEM

The Issuing Authority or its designee(s) shall have the right, at its cost, to inspect all construction and installation work performed subject to the provisions of this Renewal License in order to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations. Except for emergency situations, the Issuing Authority shall provide the Licensee with timely notice of any such inspection(s). The Licensee shall have the right to have a representative present at any such inspection. Both parties shall make a good faith effort to work with each other to schedule any such inspections at a mutually convenient time.

Section 4.12 – CABLE SYSTEM MAPS

The Licensee shall provide the Issuing Authority or its designee, upon written request by the Issuing Authority, with strand maps of the Cable System. If changes are made in the Cable System located in the Public Way, the Licensee shall file updated strand maps not more than once annually; provided, however, Licensee shall not be required to file changed strand map(s) if such a map is filed with a Town department during any Public Way road opening permit, grant of location, etc. application process.

Section 4.13 – SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of repairing or testing the Cable Television System only during periods of minimum use and, when practical, only after a minimum of forty-eight (48) hours' notice to all affected Subscribers.

Section 4.14 – COMMERCIAL ESTABLISHMENTS

The Licensee shall be required to make Cable Service(s) available to any commercial establishments in the Town, provided that said establishment(s) agree to pay for installation and subscription costs as established by the Licensee.

Section 4.15 – DIG SAFE

The Licensee shall comply with all applicable “dig-safe” provisions, pursuant to M.G.L. c.82, §40.

ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1 – BASIC SERVICE

The Licensee shall provide a Basic Service which shall include all Signals which are required to be carried by a Cable Television System serving the Town pursuant to applicable federal statute or regulation.

Section 5.2 – PROGRAMMING

- (a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 2**, attached hereto and made a part hereof. Pursuant to the applicable federal law, all Programming decisions, including the Programming listed in **Exhibit 2**, attached hereto, are at the sole discretion of the Licensee.
- (b) Pursuant to the rules and regulations of the Cable Division, the Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Mashpee Programming line-up at least thirty (30) days before any such change is to take place, and the Licensee shall provide Subscribers with a channel line-up card or other suitable marker indicating the new channel line-up.

Section 5.3 – LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612(b)(I)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

Section 5.4 – EQUIPMENT/CABLE COMPATABILITY

- (a) Licensee will continue to comply with equipment compatibility requirements in accordance with applicable law and regulation.
- (b) The Licensee reserves its right to Scramble or otherwise encode any cable channel(s), as is reasonably necessary, in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals, in accordance with applicable law(s).
- (c) Pursuant to the rules and regulations of the Cable Division, as may be amended from time to time, the Licensee shall give notice in writing of its policies and practices regarding equipment to potential Subscribers before a subscription agreement is reached and annually to all existing Subscribers.

Section 5.5 – CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Cable Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation to provide Cable Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized Converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Cable Service, except for necessary Service interruptions or as a result of Cable System or equipment failures. When necessary, non-routine and material Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

ARTICLE 6

PUBLIC, EDUCATIONAL & GOVERNMENTAL

ACCESS FACILITIES & SUPPORT

Section 6.1 – PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

The Access Provider(s), as designated by the Issuing Authority, shall continue to be responsible for the provision of Public, Educational and Governmental (PEG) Access Programming to Subscribers and the Town, pursuant to the provisions of this Article 6 herein.

Section 6.2 – PUBLIC ACCESS PROVIDER

The Public Access Provider(s), acting as a nonprofit corporation subject to and in accordance with Section 501(c)(3) of the Internal Revenue Code, shall provide services to Subscribers, Public Access Users and the Town, as follows:

- (1) Schedule, operate and program the Public Access Channels provided in accordance with Section 6.4 below;
- (2) Manage Public Access annual funding, subject and pursuant to Section 6.5 below, applicable law regarding cable license funding and the terms hereof;
- (3) Purchase, maintain and/or lease Public Access equipment, with the capital funds if allocated by the Issuing Authority to the Access Provider for such purposes in Section 6.6 below and subject to the terms hereof and as determined by the Issuing Authority;
- (4) Conduct training programs in the skills necessary to produce Public Access Programming;
- (5) Establish rules, procedures and guidelines for use of the Public Access Channels, subject to and in accordance with applicable law and subject to the Issuing Authority review;
- (6) Accomplish such other tasks relating to the operation, scheduling and/or management of Public Access Channels, facilities, and equipment as appropriate and necessary; and
- (7) Produce or train Users in the production of original, non-commercial, Public Access Video Programming of interest to Subscribers and focusing on Town issues, events, and activities.

Section 6.3 – EDUCATIONAL AND GOVERNMENTAL ACCESS PROVIDER

The Town and/or its designee(s) shall provide services to Subscribers, Educational and Governmental Access Users and the Town, as follows:

- (1) Schedule, operate and program the Educational and Governmental Access Channels provided in accordance with Section 6.4 below;

- (2) Manage Educational and Governmental Access annual funding, subject and pursuant to Section 6.5 below, applicable law regarding cable license funding and the terms hereof;
- (3) Purchase, maintain and/or lease Educational and Governmental Access equipment, with the capital funds allocated for such purposes in Section 6.6 below and subject to the terms hereof;
- (4) Conduct training programs in the skills necessary to produce Educational and Governmental Access Programming;
- (5) Establish rules, procedures, and guidelines for use of the Educational and Governmental Access Channels, subject to and in accordance with applicable law and subject to the Issuing Authority review;
- (6) Accomplish such other tasks relating to the operation, scheduling and/or management of Educational and Governmental Access Channels, facilities, and equipment as appropriate and necessary; and
- (7) Produce or train Users in the production of original, non-commercial Educational and Governmental Access Video Programming of interest to Subscribers and focusing on Town issues, events, and activities.

Section 6.4 – PEG ACCESS CHANNELS

- (a) As of the Effective Date, the Licensee shall continue to make available for use by the Issuing Authority and/or the Access Provider four (4) Licensee-owned downstream PEG Access Channels for PEG Access purposes, which shall be used to transmit non-commercial PEG Access Programming to Subscribers, at no cost to the Town and/or the Access Provider and shall be subject to the control and management of the Issuing Authority and/or the Access Provider, subject to the terms herein. Upon receipt of payment by the Town, the Licensee shall make available one (1) High Definition (HD) PEG Access Channel within twenty-four (24) months of the Effective Date of this license, for PEG Access purposes which will replace one of the current four (4) PEG Channels and said Access Channels shall be designated for Public, Educational and/or Governmental Access as determined by the Issuing Authority. The Issuing Authority is responsible for the costs associated with providing an HD PEG Channel and SD/SDI equipment subject to Licensee providing the Issuing Authority with a written cost estimate.
- (b) The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channels, referenced in paragraph (a) above, without the advance, written notice of not less than thirty (30) days to the Issuing Authority and/or its designee(s).

Section 6.5 – PEG ACCESS AND ISSUING AUTHORITY CABLE RELATED FUNDING

- (a) The Licensee shall make quarterly PEG franchise fee payments to the Issuing Authority subject to and in accordance with applicable laws, equal to five percent (5%) of its Gross Annual Revenues.

- (b) The first payments under Section 6.5(a) shall be made on or before _____ for the previous period of _____ to _____. Thereafter, payments pursuant to Section 6.5(a) shall be made on a quarterly basis: (i) on or before _____ of each year of this Renewal License for the previous three (3) month period of October, November and December. (ii) on or before _____ of each year of this Renewal License for the previous three (3) month period of January, February and March; (iii) on or before August 15th for the previous three (3) month period of April, May and June; (iv) on or before _____ of each year of this Renewal License for the previous three (3) month period of July, August and September; and the final payment under Section 6.5(a) shall be made on or before _____ for the period of _____ to _____.
- (c) For each of the quarterly payments made pursuant to Section 6.5(b), Licensee shall file a statement certified by an authorized representative of the Licensee, documenting, in reasonable detail, the total of all Gross Annual Revenues report in a form substantially similar to the form attached as **Exhibit 4**. If the Licensee's quarterly payments to the Issuing Authority's Access Provider and to the Issuing Authority were less than the percent (%) of the Licensee's Gross Annual Revenues required under Section 6.5(a) above for the respective reporting period, the Licensee shall pay any balance due Issuing Authority's Access Provider and/or Issuing Authority, as applicable, no later than the due date of the next quarterly payment subsequent to the discovery of such underpayment. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(21) *supra*.
- (d) In no case shall the payment(s) pursuant to this Section 6.5 include the equipment and related funding required by Section 6.6 below. Said Section 6.5 payments shall be considered a Franchise Fee, unless otherwise provided for by applicable law.
- (e) In the event that the Issuing Authority's Access Provider and/or Issuing Authority payments pursuant to Section 6.5 are not tendered on or before the dates fixed paragraph (b) above, interest due on such fee shall accrue from the date due at the rate of the Prime Rate, on the last day of business of the prior month. Any payments to the Issuing Authority's Access Provider or Issuing Authority pursuant to this Section 6.5(e) shall not be deemed to be part of the funding to be paid to the Issuing Authority's Access Provider or Issuing Authority pursuant to Section 6.5(a) through 6.5(d) and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 6.6 – PEG ACCESS FACILITIES/EQUIPMENT CAPITAL FUNDING

- (a) The Licensee shall make PEG Access capital payments to the Issuing Authority or the designated Access provider, in addition to payments under Section 6.5, subject to and in accordance with applicable laws, equal to ten annual payments of Seventy-Five Thousand Dollars (\$65,000.00) per year, on or before the below referenced dates, as follows:

November 15, 2021	\$65,000.00
November 15, 2022	\$65,000.00
November 15, 2023	\$65,000.00
November 15, 2024	\$65,000.00
November 15, 2025	\$65,000.00
November 15, 2026	\$65,000.00
November 15, 2027	\$65,000.00
November 15, 2028	\$65,000.00
November 15, 2029	\$65,000.00
November 15, 2030	\$65,000.00

- (b) In the event that the payments pursuant to this Section 6.6 are not tendered on or before the due dates set forth above, interest due on such payments shall accrue from the date due at the Prime Rate, on the last day of business of the prior month and shall be payable to the Issuing Authority for late payment to the Issuing Authority; and shall be payable to the Access Provider for late payment to the Access Provider. Any payments to the Issuing Authority pursuant to this Section 6.6(b) shall not be deemed to be part of the funding to be paid to the Issuing Authority and/or to the Access Provider pursuant to Sections 6.6(a) through 6.6(b) and shall be within the exclusions to the term “franchise fee” pursuant to Section 622 of the Cable Act.

Section 6.7 – EQUIPMENT OWNERSHIP

The Town and/or the Access Provider, as determined by the Issuing Authority, shall own all PEG Access equipment purchased with funding pursuant to Article 6. The Licensee shall have no obligation for maintenance, repair, or replacement of such equipment; however, encoders owned by Licensee as provided in Sections 6.10(c) and (d) shall be the responsibility of Licensee.

Section 6.8 – ACCESS PROVIDER ANNUAL REPORT

Upon the written request of the Licensee and/or the Issuing Authority, the Issuing Authority’s Access designee shall provide the Licensee and Issuing Authority with a copy of the Access Provider’s annual Form PC submitted to the Division of Public Charities and the Form 990.

Section 6.9 – PEG ACCESS CHANNELS MAINTENANCE

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained, at a minimum, at the standards commensurate with those which apply to the Cable System’s commercial standards.

Section 6.10 – PEG ACCESS VIDEO TRANSPORT AND CABLECASTING

- (a) In order that the Issuing Authority, its designee(s) and/or the Access Providers can cablecast PEG Access Programming over the Subscriber Network PEG Access Downstream Channels, all PEG Access Programming shall be provided to the Licensee at the input of the Licensee-owned encoders to be located at the PEG Access Studios (Educational and Governmental studio at the Mashpee TV Studio, Mashpee), which shall be the demarcation point between Licensee's equipment and the PEG Access provider's equipment. From the demarcation point (at the input into the Licensee-owned encoders), PEG Access Programming shall be transported via the existing fiber connection between the existing Mashpee Access studio and the Licensee's Headend at no charge to the Town and/or Access designee. Further to the foregoing, from the Effective Date of this Renewal License, Licensee shall continue to maintain, operate and own the existing PEG Access video return lines ("Video Return Lines" or "VRL") specified in Exhibit 3 and as set forth below and at no charge to the Town or Access Designee/Provider to the extent consistent with the cable act and applicable laws, in accordance with this Renewal License. Licensee shall continue the video return line applications and operations from the video return sites as provided as of the Effective Date of this Renewal License and from additional locations, if any, provided pursuant to the terms herein.
- (b) The Licensee shall ensure that said PEG Access Programming is automatically switched electronically at the Headend or hub site to the appropriate Subscriber Network PEG Access Downstream Channel, in an efficient and timely manner. At the Headend or the hub site, said PEG Access Programming shall be retransmitted in the downstream direction on one of the Subscriber Network PEG Access Downstream Channels. The Licensee shall not charge the Issuing Authority, its designee(s) and/or the Access Corporation for such electronic switching responsibility. Any manual switching shall be the responsibility of the Access Corporation or the Issuing Authority. The Licensee and the Issuing Authority shall discuss in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.
- (c) The Licensee shall maintain, repair and/or replace any Licensee-owned Headend or hub site Signal processing equipment including but not limited to the encoders at the existing Mashpee TV studio sites as set forth in Section 6.10(d). The Town's Educational and Governmental Access Provider shall maintain, repair and/or replace the studio or processing equipment, portable modulators and demodulators and processors owned and operated by the Educational and Governmental Access Provider or the Town subject to Licensee being responsible for encoders replacing modulators in accordance with Section 6.10(d) below. Unless otherwise agreed to, the demarcation point between the Licensee's equipment and/or the Town's or the Educational and Governmental Access Provider's equipment shall be at the input of the Licensee-owned encoder(s) or equivalent device used for video Signal transport.

- (d) As part of the PEG access video return system described above in subsection a, upon receipt of payment by the Town, the Licensee shall purchase, install, and operate standard definition serial digital interface (SD/SDI) equipment for three (3) PEG Access Channels and equipment for one (1) high definition (HD) access channel. Said PEG access video return equipment shall be installed by Licensee at the existing Educational and Governmental Access Provider studio at Mashpee TV and its own facilities no later than thirty-six (36) months from the Effective Date of this Renewal License. The Licensee shall own, maintain, and repair, and replace if needed, said equipment for the entire term of this Renewal License. The costs for this SD/SDI/HD upgrade may be passed through by the Licensee to Subscribers if said cost has not been paid for by the Town to the extent allowed by applicable law and regulations.
- (e) In the event of a relocation initiated by the Town and Access Provider of the existing Educational and Governmental Access Provider studio, hubsite and demarcation point from Mashpee TV, Licensee shall interconnect its Cable System to said new location subject to the following. Any such relocation of the Mashpee TV studio, if any, or replacement costs above and beyond said relocation, such as costs related to Licensee replacing, relocating or changing the hub site equipment or connectivity facilities pursuant to this Section 6.10 shall be the sole cost of the Educational and Governmental Access Provider or Town, subject to the Licensee not initiating, causing or being responsible for the need for such equipment or connectivity facilities relocation or replacement. No such additional studio or hub site relocation shall occur at Access Provider or Town expense without Licensee providing a written estimate to the Town and Educational and Governmental Access Provider in advance, and the Town and Access Provider approving and consenting to Licensee's estimate. The Licensee shall not be required to commence relocating said equipment or facilities until it receives from the Access Provider or Town payment of the entire project estimated cost. Licensee shall complete said relocation project, if any, no later than eighteen (18) months after receiving said payment of the entire project cost.

Section 6.11 – CENSORSHIP

Neither the Licensee nor the Town shall engage in any program censorship or any other control of the content of the public access Programming on the Cable System, except as otherwise required or permitted by applicable law. Licensee shall not engage in any program censorship or any other control of the content of the Educational or Governmental Access Programming on the Cable System, except as otherwise required or permitted by applicable law. The Issuing Authority reserves its rights subject to applicable law regarding ultimate control of content on government access and educational access programming.

ARTICLE 7

ANNUAL FUNDING TO THE TOWN

Section 7.1 – LICENSE FEE PAYMENTS

- (a) Pursuant to Massachusetts General Laws Chapter 166A, §9, the Licensee shall pay to the Town, throughout the terms of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year or such other amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for the purposes of this section, shall be calculated in compliance with applicable law(s).
- (b) The Licensee shall not be liable for a total License Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent(5%) shall include the following: (i) the PEG Access Funding pursuant to Section 6.5 *supra* and (ii) any License Fees that may be payable to the Town, the State or other government payments that meet the federal Cable Act definition of Franchise Fee or License Fees; provided, however, that said five percent (5%) shall not include the following: (i) any interest due herein to the Town or the Access Provider because of late payments; (ii) the equipment/facilities funding payments payable to the Issuing Authority and/or the Access Provider pursuant to Section 6.6 *supra*, (iii) any exclusion to the term "franchise fee" pursuant to Section 622(g)(2) of the Cable Act.

Section 7.2 – OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

- (a) The License Fee shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee and/or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee which shall be a separate and distinct obligation of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee, except as permitted by applicable law.
- (b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or the Renewal License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee, or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service or other communications Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such

Person with respect to any such Cable Service or any other communications Service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the System.

Section 7.3 – LATE PAYMENT

In the event that the License Fees herein required are not tendered on or before the dates fixed in Section above, interest due on such fee shall accrue from the date due at rate of the Prime Rate. Any payments to the Town pursuant to this Section 7.3 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 7.1 and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to §622(g)(2)(D) of the Cable Act.

Section 7.4 – RECOMPUTATION

- (a) Tender or acceptance of any payment shall not be construed as an accord that the amount paid pursuant to this Renewal License is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have, including interest, pursuant to Article 6 *supra*. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall be based on the Licensee's fiscal year and shall occur in no event later than three (3) years after the License Fees are tendered with respect to such fiscal year.
- (b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have thirty (30) days to provide the Issuing Authority with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s). Upon reasonable written notice, the Issuing Authority shall have the right to inspect any records relating to Gross Annual Revenues, as defined herein, in order to establish the accuracy of any payments to the Issuing Authority tendered hereunder.
- (c) If, after such audit and recomputation, an additional fee is owed to the Issuing Authority, such fee shall be paid within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at the Prime Rate during the period that such additional amount is owed. If, after such audit and recomputation, the Licensee has overpaid, such overpayment shall be credited against the next required PEG Access payment to the Issuing Authority, without interest charges of any kind.

Section 7.5 – AFFILIATES USE OF SYSTEM

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or Federal laws and shall not detract from Services provided to Mashpee.

Section 7.6 – METHOD OF PAYMENT

All License Fee payments by the Licensee to the Town pursuant to Section 7.1(a) of this Renewal License shall be made payable to the Town and deposited with the Town Treasurer.

ARTICLE 8

RATES CHARGES

Section 8.1 – RATE REGULATION

The Town reserves the right to regulate the Licensee's Basic Service rates and charges to the extent allowable under State and federal laws.

Section 8.2 – NOTIFICATION OF RATES AND CHARGES

- (a) In accordance with applicable law, the Licensee shall file with the Issuing Authority schedules which shall describe all Services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. Thirty (30) days prior to changing one of its policies and/or practices, the Licensee shall notify, in writing, the Cable Division, the Issuing Authority and all affected Subscribers of the change, including a description of the changed policy and/or practice, in a typeface that can be easily read and understood by Subscribers.
- (b) In accordance with applicable law, at the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate Cable Service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade Service or terminate Service altogether without any charge. Change of Service policies shall be in compliance with 207 CMR 10.00 et seq., attached as **Exhibit 6**.

Section 8.3 – PUBLICATION AND NON-DISCRIMINATION

All rates for Subscriber Services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in the Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining Subscribers.

Section 8.4 – CREDIT FOR SERVICE INTERRUPTION

Pursuant to applicable law(s), in the event that Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate.

ARTICLE 9

INSURANCE AND BONDS

Section 9.1 – INSURANCE

- (a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period, pursuant to M.G.L. Chapter 166A, §S(f), with the Town as an additional insured, with an insurance company satisfactory to the Issuing Authority, indemnifying the Town and the Licensee from and against all claims for injury or damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of the Cable Television System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000.00) as to any one occurrence. The amount of such insurance for liability for injury or death to any Person shall be no less than One Million Dollars per occurrence (\$1,000,000.00). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form.
- (b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- (c) All insurance coverage, including Workers' Compensation in amounts as required by applicable law, shall be maintained throughout the entire term of this Renewal License. All expenses incurred for said insurance shall be at the sole cost and expense of the Licensee.
- (d) The following conditions shall apply to the insurance policies required herein:
 - i. Such insurance shall commence no later than the Execution Date of this Renewal License.
 - ii. Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.
 - iii. Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

Section 9.2 – PERFORMANCE BOND

- (a) The Licensee shall maintain at its sole cost and expense throughout the term of the Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of Fifty Thousand Dollars (\$50,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.
- (b) The performance bond shall be effective throughout the term of the Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of the Renewal License, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Section 11.1 *infra*.

- (c) Said bond shall be a continuing obligation of the Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

Section 9.3 – REPORTING

Upon written request of the Issuing Authority, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding (i) all insurance policies as required herein, and (ii) the performance bond as required herein.

Section 9.4 – INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under the Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the maintenance, operation, and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee timely written notice of its obligation to indemnify and defend the Issuing Authority within a reasonable time from receipt of a claim or action pursuant to this section.

ARTICLE 10

ADMINISTRATION AND REGULATION

Section 10.1 – REGULATORY AUTHORITY

The Issuing Authority and/or its designee shall be responsible for the day-to-day regulation of the Cable Television System. The Issuing Authority and/or its designee shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 11.1*infra*.

Section 10.2 – PERFORMANCE EVALUATION HEARINGS

- (a) Licensee shall engage in annual meetings upon request of the Town to address any issues the Town may wish to discuss relative to Subscriber Service. The Issuing Authority may, further, hold a performance evaluation hearing in each year of the Renewal License, conducted by the Issuing Authority and/or its designee(s). All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance with the terms and conditions of the Renewal License, with emphasis on PEG Access Channels, facilities and support, customer service and Complaint response; and (ii) hear comments, suggestions and/or Complaints from the public.
- (b) The Issuing Authority and/or its designees shall have the right to question the Licensee on any aspect of the Renewal License including, but not limited to, the maintenance, operation and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s) and produce such documents or other materials relevant to such review and evaluation as are reasonably requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.
- (c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the Licensee's compliance and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If noncompliance is found which could result in a violation of any of the provisions of the Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1*infra*. Said report shall report on the Licensee's compliance to the terms and conditions of this Renewal License, as well.

Section 10.3 – NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation, service, or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License. This Section 10.3 shall not affect the right of the Licensee to offer discounts.

Section 10.4 – EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee.

Section 10.5 – REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable, or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee, which cost shall be summarized by the Issuing Authority.

Section 10.6 – JURISDICTION & VENUE

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts, and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

ARTICLE 11

DETERMINATION OF BREACH & LICENSE REVOCATION

Section 11.1 – DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of the Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

- (a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position.
- (b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.
- (c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing.
- (d) Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Renewal License and shall issue a written determination of its findings. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:
 - i. Seek specific performance of any provision in the Renewal License that reasonably lends itself to such remedy as an alternative to damages;
 - ii. Commence an action at law for monetary damages;
 - iii. Foreclose on or otherwise lawfully pursue all or any appropriate part of the security (performance bond) provided pursuant to Section 9.2 herein;
 - iv. Declare the Renewal License to be revoked subject to Section 11.2 below and applicable law;
 - v. Invoke any other lawful remedy available to the Town.

Section 11.2 – REVOCATION OF RENEWAL LICENSE

To the extent permitted by applicable law and subject to the provisions of Section 11.1 *supra*, in the event that the Licensee fails to comply with any material provision of the Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

Section 11.3 – TERMINATION

The termination of the Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.2 above; or (ii) the expiration of the term of the Renewal License. In the event of any termination, the Town shall have all of the rights provided in the Renewal License unless the Licensee is otherwise permitted to continue operating the Cable System pursuant to applicable law(s).

Section 11.4 – NOTICE TO TOWN OF LEGAL ACTION

Except in an emergency situation, in the event that the Licensee or the Issuing Authority intends to take legal action against the other party for any reason, it shall first give the other party reasonable notice that an action will be filed.

Section 11.5 – NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the Town to invoke any remedy under the Renewal License or under any statute, law or by-law shall preclude the availability of any other such remedy.

Section 11.6 – NO WAIVER – CUMULATIVE REMEDIES

- (a) No failure on the part of the Issuing Authority or the Town, or the Licensee to exercise, and no delay in exercising, any right in the Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in the Renewal License.
- (b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in the Renewal License shall impair any of the rights of the Issuing Authority or the Town or the Licensee under applicable law, subject in each case to the terms and conditions in the Renewal License.

- (c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, the Town, or the Licensee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the Town at any other time. In order for any waiver of the Issuing Authority, Town or the Licensee to be effective, it shall be in writing.
- (d) The failure of the Issuing Authority or the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

ARTICLE 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1 – CUSTOMER SERVICE

- (a) Licensee shall comply with all customer service regulations of the FCC (47 CFR §76.309) as they exist or as they may be amended from time to time. Likewise, Licensee shall comply with the customer service regulations promulgated by the Cable Division as they exist or as they may be amended from time to time.
- (b) For the entire term of this Renewal License, the Licensee shall continue to maintain, operate and staff its full-time customer service office in a town reasonably convenient to Mashpee, for the purpose of receiving customer payments, inquiries and Complaints and equipment return/exchange, made in person, including without limitation, those regarding billing, Service, installation, equipment malfunctions and answering general inquiries. Said customer service office shall be open for walk-in business during Normal Business Hours

Section 12.2 – TELEPHONE ACCESS

- (a) The Licensee shall comply with the FCC's Customer Service Obligations at 47 C.F.R. §76.309 as may be amended from time to time, attached hereto as **Exhibit 5**, during Normal Business Hours, as defined therein.
- (b) Pursuant to 47 C.F.R. §76.309, the Licensee's customer service call center shall have a publicly listed local or toll-free telephone number for Mashpee Subscribers.
- (c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under Normal Operating Conditions, as defined, telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standards shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis.
- (d) Pursuant to 47 C.F.R. §76.309, the Licensee shall not be required to perform surveys to measure compliance with the telephone answering standards above unless the Board of Selectmen as Issuing Authority presents reasonable evidence regarding a record of multiple bona fide complaints regarding telephone response times.

Section 12.3 – CUSTOMER SERVICE CALL CENTER

- (a) The Licensee shall maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee shall assure prompt and efficient accessibility by customers to call service representatives, without undue delays in response times. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of the customer service call centers.

- (b) In the event that the Licensee does not maintain and operate its customer service call centers twenty-four (24) hours a day, seven (7) days a week, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, Complaints, and emergencies, and provide proper referral regarding billing and other Subscriber information. The Licensee shall log all such after-hours calls. Said answering service shall (i) forward all inquiries and/or Complaints to the Licensee the morning of the next business day and (ii) inform each Subscriber calling that his or her Complaint will be referred to the Licensee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow up on their individual problem and/or inquiry.

Section 12.4 – INSTALLATION VISITS – SERVICE CALLS – RESPONSE TIME

- (a) The Licensee shall provide Cable Service(s), for new aerial installations, to Mashpee residents who request Service within seven (7) business days of said request, or at such time as is mutually agreed upon by the Licensee and said Subscriber. Underground installations shall be completed as expeditiously as possible, weather permitting. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrower interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than 9:00 a.m. to 5:00 p.m. weekdays).
- (b) A Subscriber Complaint or request for Service received after Normal Business Hours shall be responded to the next business day.
- (c) The Licensee shall ensure that there are stand-by technician(s) on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an unusual number of calls and/or (iii) a number of similar Complaint calls or a number of calls coming from the same area.
- (d) System outages shall be responded to promptly by technical personnel. For purposes of the section, an outage shall be considered to occur when three (3) or more calls are received from any one (1) neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.
- (e) The Licensee shall remove all Subscriber Drop Cables, within fifteen (15) days of receiving a request from a Subscriber to do so.

Section 12.5 – FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 7**.

Section 12.6 – BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Cable Division and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 4** and made a part hereof, as the same may exist or as may be amended from time to time:

- i. Billing Practices Notice;
- ii. Services, Rates and Charges Notice;
- iii. Form of Bill;
- iv. Advance Billing and Issuance of Bills;
- v. Billing Due Dates, Delinquency, Late Chargers and Termination of Service;
- vi. Charges for Disconnection or Downgrading of Service;
- vii. Billing Disputes; and
- viii. Security Deposits.

Section 12.7 – COMPLAINT RESOLUTION PROCEDURES

- (a) The Licensee shall establish a procedure for resolution of Complaints by Subscribers.
- (b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints/inquiries, as follows:
 - i. Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within fourteen (14) business days after receiving such request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee. Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of the Renewal License and the implementation of Complaint procedures. Thereafter, if the Subscriber wishes to participate in further processing of the Complaint, the Subscriber shall meet jointly in Mashpee with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and attempt to resolve such matter.
- (c) Notwithstanding the foregoing and subject to applicable privacy laws, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any Complaints or disputes brought by Subscribers arising from the operations of the Licensee.

Section 12.8 – REMOTE CONTROL DEVICES

The Licensee shall allow its Subscribers to purchase from legal and authorized parties other than the Licensee, own, utilize and program remote control devices that are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment that might make inoperable the remote-control devices acquired by Subscribers.

Section 12.9 – EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering, or seeking entrance, upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to wear an employee identification card issued by the Licensee and bearing a picture of said employee.

Section 12.10 – PROTECTION OF SUBSCRIBER PRIVACY

- (a) The Licensee shall respect the rights of privacy of every Subscriber of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.
- (b) The Licensee shall comply with all privacy provisions contained in the Article 12 and all other applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Act (47 U.S.C. 551) as may be amended.
- (c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with the policy.

Section 12.11 – PRIVACY WRITTEN NOTICE

At the time of entering into an agreement to provide any Cable Service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

Section 12.12 – SUBSCRIBER’S RIGHT TO INSPECT AND VERIFY INFORMATION

- (a) The Licensee shall promptly make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber.
- (b) A Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.
- (c) A Subscriber may challenge the accuracy, completeness, retention, use or dissemination of any item of personal Subscriber information. Such challenges and related inquiries about the handling of Subscriber information shall be directed to the Licensee. The Licensee shall provide Subscriber with a reasonable opportunity to correct any errors in such information upon a reasonable showing by any Subscriber that such information is inaccurate.

Section 12.13 – PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall periodically review the Article 12 to determine that it effectively addresses appropriate concerns about privacy. The Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1 – GENERAL

- (a) Upon written request of the Issuing Authority, the Licensee shall promptly submit to the Town any information in such form and containing such information as may be reasonably requested by the Issuing Authority, which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License.
- (b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest.

Section 13.2 – FINANCIAL REPORTS

- (a) Upon written request, no later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with Cable Division Forms 200 showing a balance sheet sworn to by an authorized representative of the Licensee. Said forms shall contain such financial information as required by applicable law.
- (b) The Licensee shall provide any other reports required by State and/or federal law.

Section 13.3 – CABLE SYSTEM INFORMATION

Pursuant to applicable law, upon the Issuing Authority's written request, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to the number of Basic Service Subscribers.

Section 13.4 – IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of Sections 12.2 and Section 12.5 of this Renewal License, the Licensee shall provide to the Issuing Authority, upon written request of the Issuing Authority on a semi-annual basis, a report of regional telephone traffic, generated from an in-house automated call accounting or call tracking system, covering Subscriber calls to the Licensee. Said report shall include the following information and any other information that may be required by applicable law(s):

(i) confirmation that, under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made (which standard shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis); and (ii) confirmation that, under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time. In accordance with Section 2.3, should another cable television license be granted that does not include this requirement, the Licensee shall be relieved of this Section 13.4 obligation.

Section 13.5 – SUBSCRIBER COMPLAINT REPORT

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of Cable Division Form 500, attached hereto as **Exhibit 7** to the Issuing Authority, or its designee(s), as required by the Cable Division.

Section 13.7 – QUALITY OF SERVICE

Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which cast such doubt(s), in a notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

Section 13.8 – DUAL FILINGS

To extent required by applicable law, either party shall notify the other of any petitions, communications, and/or requests for waiver or advisory opinion with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder, subject to Section 13.1 above, and upon the other party's written request, shall make available at its own expense to the other party copies of any such petitions, communications, or requests.

Section 13.9 – INVESTIGATION

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency; provided, however, that any such investigation, audit, or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

ARTICLE 14

EMPLOYMENT

Section 14.1 – EQUAL EMPLOYMENT OPPORTUNITY

The Licensee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

Section 14.2 – NON-DISCRIMINATION

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.1 – ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

Section 15.2 – CAPTIONS

The captions to sections throughout the Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such captions shall not affect the meaning or interpretation of the Renewal License.

Section 15.3 – SEPARABILITY

If any section, sentence, paragraph, term or provision of the Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of the Renewal License.

Section 15.4 – ACTS OR OMISSIONS OF AFFILIATES

During the term of the Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, upgrade, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

Section 15.5 – RENEWAL LICENSE EXHIBITS

The Exhibits to the Renewal License attached hereto, and all portions thereof, are incorporated herein by the reference and expressly made a part of the Renewal License.

Section 15.6 – WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the Execution Date of the Renewal License:

- (i) The Licensee is duly organized, validly existing and in good standing under the laws of the State;
- (ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Execution Date of the Renewal License, to enter into and legally bind the Licensee to the Renewal License and to take all actions necessary to perform all of its obligations pursuant to the Renewal License;
- (iii) The Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law;
- (iv) There are no actions or proceedings pending or threatened against the Licensee as of the Execution Date of this Renewal License that would interfere with its performance of the Renewal License; and
- (v) Pursuant to Section 625(f) of the Cable Act, as of the Execution Date of this Renewal License, the performance of all terms and conditions in this Renewal License is commercially practicable.

Section 15.7 – FORCE MAJEURE

If by reason of Force Majeure either party hereto is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "Force Majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; public health emergencies; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; environmental hazards; and unavailability of essential equipment, services and/or materials and/or other matters beyond the control of either party hereto.

Section 15.8 – REMOVAL OF ANTENNAS

The Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception.

Section 15.9 – APPLICABILITY OF RENEWAL LICENSE

All of the provisions in the Renewal License shall apply to the Town, the Licensee, and their respective successors and assignees.

Section 15.10 – NOTICES

- (a) Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to the Board of Selectmen, Town of Mashpee, Town Hall, 16 Great Neck Road North, Mashpee, Massachusetts 02649 and one (1) copy to the Town Counsel/Town Attorney c/o Mashpee Town Hall. The delivery shall be equivalent to direct personal notice, direction, or order, and shall be deemed to have been given at the time of receipt.
- (b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the following addresses. The delivery shall be equivalent to direct personal notice, direction, or order, and shall be deemed to have been given at the time of delivery:

Comcast Cable Communications, Inc.
Vice President, Governmental Affairs
676 Island Pond Road
Manchester, NH 03109

With one (1) copy to:

Comcast Cable Communications, Inc.
Attn: Government Affairs
One Comcast Center
Philadelphia, PA 19103

- (c) Whenever notice of any public hearing relating to the Cable System is required by law, regulation or the Renewal License, the Issuing Authority shall publish notice of the same, sufficient to identify its time, place and purpose, in a Mashpee newspaper of general circulation.
- (d) Subject to subsection (c) above, all required notices shall be in writing.

Section 15.11 – NO RECOURSE AGAINST THE ISSUING AUTHORITY

In accordance with Section 635a(a) of the Cable Act, the Licensee, and other Persons, shall have no recourse whatsoever against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, advisors, designees, agents, and/or its employees other than injunctive relief or declaratory relief, arising out of any provision or requirements of the Renewal License or because of enforcement of the Renewal License.

Section 15.12 – TOWN’S RIGHT OF INTERVENTION

The Town hereby reserves to itself, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving the Renewal License, or any provision in the Renewal License; provided, however, that this section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

Section 15.13 – TERM

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the execution of the Renewal License and shall continue for the term of the Renewal License except as expressly provided for otherwise herein.

Section 15.14 – NO THIRD-PARTY BENEFICIARY

Nothing in this Renewal License is intended to confer third-party beneficiary status or any legal right of any nature on any member of the public or Person not a party and signatory to this Renewal License to enforce the terms of this Renewal License.

SIGNATURE PAGE

In Witness Whereof, this Renewal Cable Television License is hereby issued by the Board of Selectmen of the Town of Mashpee, Massachusetts, as Issuing Authority this _____ day of _____, 2021 and all terms and conditions are hereby agreed to by Comcast Cable Communications Management, LLC.

The Board of Selectmen of Mashpee,
As Issuing Authority

Chair

Approved as to form:

Town Counsel

Comcast Cable Communications Management, LLC

By:

Its:

EXHIBITS

EXHIBIT 1

FCC TECHNICAL SPECIFICATIONS

TITLE 47-TELECOMMUNICATION

CHAPTER 1 – FEDERAL COMMUNICATIONS COMMISSION PART 76

MULTICHANNEL VIDEO AND CABLE TELEVISION SERVICE

§ 76.605 Technical standards.

(a) As of December 30, 1992, unless otherwise noted, the following requirements apply to the performance of a cable television system as measured at any subscriber terminal with a matched impedance at the termination point or at the output of the modulating or processing equipment (generally the headend) of the cable television system or otherwise as noted. The requirements are applicable to each NTSC or similar video downstream cable television channel in the system:

(l)(i) The cable television channels delivered to the subscriber's terminal shall be capable of being received and displayed by TV broadcast receivers used for off-the-air reception of TV broadcast signals, as authorized under part 73 of this chapter; and

(ii) Cable television systems shall transmit signals to subscriber premises equipment on frequencies in accordance with the channel allocation plan set forth in the Electronics Industries Association's "Cable Television Channel Identification Plan, EIA IS- 132, May 1994" (EIA IS-132}. This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Cable systems are required to use this channel allocation plan for signals transmitted in the frequency range 54 MHz to 1002 MHz. This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Copies of EIA IS-132 may be obtained from: Global Engineering Documents, 2805 McGraw Ave., Irvine CA 92714. Copies of EIA IS-132 may be inspected during normal business hours at the following locations: Federal Communications Commission, 1919 M Street, NW, Dockets Branch (Room 239), Washington, DC, or the Office of the Federal Register, 800 North Capitol Street, NW, suite 700, Washington, DC. This requirement is applicable on May 31, 1995, for new and re-built cable systems, and on June 30, 1997, for all cable systems.

(1) The aural center frequency of the aural carrier must be 4.5 MHz± 5 kHz above the frequency of the visual carrier at the output of the modulating or processing equipment of a cable television system, and at the subscriber terminal.

(2) The visual signal level, across a terminating impedance which correctly matches the internal impedance of the cable system as viewed from the subscriber terminal, shall not be less than 1 millivolt across an internal impedance of 75 ohms (0 dBmV). Additionally, as

measured at the end of a 30-meter (100 foot) cable drop that is connected to the subscriber tap, it shall not be less than 1.41 millivolts across an internal impedance of 75 ohms (+3 dBmV). (At other impedance values, the minimum visual signal level, as viewed from the subscriber terminal, shall be the square root of 0.0133 (Z) millivolts and, as measured at the end of a 30-meter (100 foot) cable drop that is connected to the subscriber tap, shall be 2 times the square root of 0.00662(2) millivolts, where Z is the appropriate impedance value.)

(3) The visual signal level on each channel, as measured at the end of a 30-meter cable drop that is connected to the subscriber tap, shall not vary more than 8 decibels within any six-month interval, which must include four tests performed in six-hour increments during a 24-hour period in July or August and during a hour period in January or February, and shall be maintained within:

- (i) 3 decibels (dB) of the visual signal level of any visual carrier within a 6 MHz nominal frequency separation;
- (ii) 10 dB of the visual signal level on any other channel on a cable television system of up to 300 MHz of cable distribution system upper frequency limit, with a 1 dB increase for each additional 100 MHz of cable distribution system upper frequency limit (*e.g.*, 11 dB for a system at 301-400 MHz; 12 dB for a system at 401-500 MHz, *etc.*); and
- (iii) A maximum level such that signal degradation due to overload in the subscriber's receiver or terminal does not occur.

(4) The rms voltage of the aural signal shall be maintained between 10 and 17 decibels below the associated visual signal level. This requirement must be met both at the subscriber terminal and at the output of the modulating and processing equipment (generally the headend). For subscriber terminals that use equipment which modulate and remodulate the signal (*e.g.*, baseband converters), the rms voltage of the aural signal shall be maintained between 6.5 and 17 decibels below the associated visual signal level at the subscriber terminal.

(5) The amplitude characteristic shall be within a range of ± 2 decibels from 0.75 MHz to 5.0 MHz above the lower boundary frequency of the cable television channel, referenced to the average of the highest and lowest amplitudes within these frequency boundaries.

- (i) Prior to December 30, 1999, the amplitude characteristic may be measured after a subscriber tap and before a converter that is provided and maintained by the cable operator.
- (ii) As of December 30, 1999, the amplitude characteristic shall be measured at the subscriber terminal.


(6) The ratio of RF visual signal level to system noise shall be as follows:

- (i) From June 30, 1992, to June 30, 1993, shall not be less than 36 decibels.
- (ii) From June 30, 1993 to June 30, 1995, shall not be less than 40 decibels.
- (iii) As of June 30, 1995, shall not be less than 43 decibels.
- (iv) For class I cable television channels, the requirements of paragraphs (a)(7)(i), (a)(7)(ii) and (a)(7)(iii) of this section are applicable only to:

- (A) Each signal which is delivered by a cable television system to subscribers within the predicted Grade B contour for that signal;
 - (B) Each signal which is first picked up within its predicted Grade B contour;
 - (C) Each signal that is first received by the cable television system by direct video feed from a TV broadcast station, a low power TV station, or a TV translator station.
- (7) The ratio of visual signal level to the rms amplitude of any coherent disturbances such as intermodulation products, second and third order distortions or discrete-frequency interfering signals not operating on proper offset assignments shall be as follows:
- (i) The ratio of visual signal level to coherent disturbances shall not be less than 51 decibels for noncoherent channel cable television systems, when measured with modulated carriers and time averaged; and
 - (ii) The ratio of visual signal level to coherent disturbances which are frequency-coincident with the visual carrier shall not be less than 47 decibels for coherent channel cable systems, when measured with modulated carriers and time averaged.
- (8) The terminal isolation provided to each subscriber terminal:
- (i) Shall not be less than 18 decibels. In lieu of periodic testing, the cable operator may use specifications provided by the manufacturer for the terminal isolation equipment to meet this standard; and
 - (ii) Shall be sufficient to prevent reflections caused by open-circuited or short-circuited subscriber terminals from producing visible picture impairments at any other subscriber terminal.
- (9) The peak-to-peak variation in visual signal level caused by undesired low frequency disturbances (hum or repetitive transients) generated within the system, or by inadequate low frequency response, shall not exceed 3 percent of the visual signal level. Measurements made on a single channel using a single unmodulated carrier may be used to demonstrate compliance with this parameter at each test location.
- (10) As of June 30, 1995, the following requirements apply to the performance of the cable television system as measured at the output of the modulating or processing equipment (generally the headend) of the system:
- (i) The chrominance-luminance delay inequality (or chroma delay), which is the change in delay time of the chrominance component of the signal relative to the luminance component, shall be within 170 nanoseconds.
 - (ii) The differential gain for the color subcarrier of the television signal, which is measured as the difference in amplitude between the largest and smallest segments of the chrominance signal (divided by the largest and expressed in percent), shall not exceed $\pm 20\%$.
 - (iii) The differential phase for the color subcarrier of the television signal which is measured as the largest phase difference in degrees between each segment of the chrominance signal

and reference segment (the segment at the blanking level of O IRE), shall not exceed ± 10 degrees.

12. As an exception to the general provision requiring measurements to be made at subscriber terminals, and without regard to the type of signals carried by the cable television system, signal leakage from a cable television system shall be measured in accordance with the procedures outlined in § 76.609(h) and shall be limited as follows:
-

Signal Leakage			
Frequencies	limit (micro-volt/meter)	Distance in meters (m)	
Less than and including 54 MHz, and over 216 MHz	15	30	
Over 54 up to and including 216 MHz	20	3	

(a) Cable television systems distributing signals by using methods such as nonconventional coaxial cable techniques, noncoaxial copper cable techniques, specialized coaxial cable and fiber optical cable hybridization techniques or specialized compression techniques or specialized receiving devices, and which, because of their basic design, cannot comply with one or more of the technical standards set forth in paragraph (a) of this section, may be permitted to operate: Provided, That an adequate showing is made pursuant to § 76.7 which establishes that the public interest is benefited. In such instances, the Commission may prescribe special technical requirements to ensure that subscribers to such systems are provided with an equivalent level of good quality service.

Note 1: Local franchising authorities of systems serving fewer than 1000 subscribers may adopt standards less stringent than those in § 76.605(a). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

Note 2: For systems serving rural areas as defined in § 76.S, the system may negotiate with its local franchising authority for standards less stringent than those in §§ 76.605(a)(3), 76.605(a)(7), 76.605(a)(8), 76.605(a)(10) and 76.605(a)(11). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

Note 3: The requirements of this section shall not apply to devices subject to the provisions of §§ 15.601 through 15.626.

Note 4: Should subscriber complaints arise from a system failing to meet § 76.605(a)(6) prior to December 30, 1999, the cable operator will be required to provide a converter that will allow the system to meet the standard immediately at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order all converters on the system be changed to meet the standard.

Note 5: Should subscriber complaints arise from a system failing to meet § 76.605(a)(10), the cable operator will be required to remedy the complaint and perform test measurements on § 76.605(a)(10) containing the full number of channels as indicated in

§ 76.601(b)(2) at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order that the full number of channels as indicated in § 76.601(b)(2) be tested at all required locations for future proof-of-performance tests.

Note 6: No State or franchising authority may prohibit, condition, or restrict a cable system's use of any type of subscriber equipment or any transmission technology.

(37 FR 3278, Feb. 12, 1972, as amended at 37 FR 13867, July 14, 1972; 40 FR 2690, Jan. 15, 1975; 40 FR 3296, Jan. 21, 1975; 41

FR 53028, Dec. 3, 1976; 42 FR 21782, Apr. 29, 1977; 47 FR 21503, May 18, 1982; 50 FR 52466, Dec. 24, 1985; 51 FR 1255, Jan. 10,

1986; 52 FR 22461, June 12, 1987; 57 FR 11002, Apr. 1, 1992; 57 FR 61010, Dec. 23, 1992; 58 FR 44952, Aug. 25, 1993; 59 FR

25342, May 16, 1994; 61 FR 18510, Apr. 26, 1996; 61 FR 18978, Apr. 30, 1996; 65 FR 53616, Sept. 5, 2000]

 **DRAFT**

EXHIBIT 2

PROGRAMMING AND SIGNAL CARRIAGE

The Licensee shall provide the following broad categories of Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming; and
- Local Programming

EXHIBIT 3

VIDEO ORIGINATION LOCATIONS



EXHIBIT 4

GROSS ANNUAL REVENUES REPORTING FORM

COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC.

TOWN OF MASHPEE



Period: [enter period of which payment is based]

Totals

Totals by Service:

Basic Service Revenue	\$ [enter amount]
Pay Service Revenue ¹	\$ [enter amount]
Other Unregulated	\$ [enter amount]
Revenue ² Digital Revenue	\$ [enter amount]
Subtotal:	<u>\$ [enter amount]</u>
	\$ [enter subtotal]

Totals by Non Service:

Home Shopping Revenue	
Advertising Revenue	
Leased Access Revenue	\$ [enter amount]
Less Bad Debt/Add Bad Debt	<u>\$ [enter amount]</u>
Paid	\$ [enter subtotal]
Subtotal:	\$ [enter subtotal]

Total Gross Annual Revenues\$ [enter total]

License Fee (4.5%)	\$ [enter% of total]
--------------------	----------------------

Fee-on-Fee (4.5%)	<u>\$[enter% of%]</u>
-------------------	-----------------------

*Renewal Cable Television License Granted by the Town of Mashpee, MA
Renewal Term: August 22, 2021 – August 21, 2031*

License Fee Due

\$ [enter total due]

[This form is intended to report Gross Annual Revenues as defined in Renewal License Section 1.1(21) and in the event of any inconsistency between this form and said Renewal License Section 1.1(21), said Section 1.1(21) shall govern.]

1- Pay Service includes but is not limited to all Pay Channels and Pay-Per-View Movie/Event revenue.

2 - Other Unregulated includes but is not limited to converter, remote, installation, TV Guide, wire maintenance and other billing adjustments.

Authorized Comcast Representative

 **DRAFT**

Name:

Date:

EXHIBIT 5

207 CMR 10.00

BILLING AND TERMINATION OF SERVICE



10.01: Billing Practices Notice

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.01 : Services, Rates and Charges Notice

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing

authority and the company's local office.

- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.02 : Form of Bill

- (1) The bill shall contain the following information in clear, concise, and understandable language and format:
- (a) The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
 - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
 - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
 - (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
 - (e) the amount of the bill for the current billing period, separate from any prior balance due;
 - (f) The date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
- (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
 - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
 - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request that provides the accounting justification for all itemized costs appearing on the bill.

10.03 : Advance Billing and Issuance of Bill

 **DRAFT**

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer, and a cable operator may accept, advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

10.04 : Billing Due Dates, Delinquency, Late Charges and Termination of Service

- (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
 - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
 - (b) A charge of not more than a lawful percent of the balance due may be imposed as a one-time late charge.
 - (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.05 : Charges for Disconnection or Downgrading of Service

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
 - (a) A subscriber requests total disconnection from cable service; or
 - (b) A subscriber requests the downgrade within the 30-day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to

the service (s) in question.

- (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.06 : Billing Disputes

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.

Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.07 : Security Deposits

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (5) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

EXHIBIT 6

FCC CUSTOMER SERVICE OBLIGATIONS

 **DRAFT**

TITLE 47--TELECOMMUNICATION

CHAPTER 1--FEDERAL COMMUNICATIONS

COMMISSIONPART 76--CABLE TELEVISION

SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering Machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

 **DRAFT**

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty

(30) seconds. These standards shall be met no less than ninety percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages, and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(i) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(ii) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(iii) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions programming carried on the system; and,
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

 **DRAFT**

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise, and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates, and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

 **DRAFT**



March 17, 2022

Ms. Carol Sherman

Chair, Mashpee Select Board

Mashpee Town Hall

16 Great Neck Road North

Mashpee, MA 02649

Ms. Sherman:

Thank you for the opportunity to further discuss the proposed Solar Overlay District with the Mashpee Select Board on Monday, March 21.

Per your request, below please find additional information that we hope will answer questions and address issues previously brought forth by members of the Select Board. I have also included a *sample draft* Memorandum of Agreement (MOA) to provide a better understanding of the type and scope of contracts we typically enter into with municipalities.

Q: What are current tax payments on these properties collectively? What is the actual value of the NextGrid offer in comparison to what would happen to that property if it were never improved by the current property owners?

A: Current annual tax payments for the properties which NextGrid will be purchasing total \$11,176.20, or \$223,524 over a 20-year period. Even at a very generous 5% annual increase, the total amount would be \$388,065.00.

NextGrid is offering the Town of Mashpee **\$1,872,000** over the 20-year life of the project – that is **\$1,483,935** more than a best-case scenario of a 5% annual increase from the original amount.

Q: Why are you paying property taxes if you will no longer own the land? What is the mechanism for that?

A: We are offering to pay a Payment in Lieu of Taxes (PILOT agreement).

Q: Is this your best offer or just your first offer?

A: We are presenting an offer that we know to be fair and acceptable. This proposed deal is very similar to the agreement NextGrid recently negotiated with The Town of Bourne and the outside counsel it engaged specifically for this purpose. This is not a “just a first offer scenario” – it is a very well vetted offer that will be accepted by the Massachusetts Department of Energy Resources (DOER) and the Massachusetts Attorney General’s Office (AGO).

Q: Could you “shrink” the project down to only the property that is currently disturbed?

A: There are plenty as-of-right uses that would allow 100% clear-cutting of trees on the properties, with no town involvement or control. If NextGrid is not allowed to develop this project, the current owner could – for example -- decide at any time that they want to grow and harvest corn for a single season and remove all the trees. NextGrid is offering the town the opportunity to have control of the land, realize more than \$5M+ revenue and place reasonable conditions of use on the development. The current property owner is not going to reduce the sale price; hence it is not financially feasible to purchase the property at the current price and only develop a portion of the project.

Q: What happens if you re-purchase the property from the town in 20 years? Are there any restrictions on what could be developed on the property – are there any after-contract obligations or limitations?

A: There will be 20 years of opportunity for the Town of Mashpee to change the underlying zoning to meet its future vision and needs. There are no after-contract obligations currently associated with this deal, aside from the decommissioning plan and bond which are required under the bylaw.

Q: Would the adjacent petition that increases open space requirements impact your economics and your offer?

A: Approval of the adjacent petition would require a 2:1 set-aside for open space and would affect our plan substantially for multiple reasons.

The property value will not decrease; therefore, we would be subject to the same sale price regardless of whether the conservation requirements were approved. It is unfortunate that the adjacent petition seeks to only penalize a single use of the property - renewable solar energy projects – while other types of developments could move forward with a less expensive cost-per acre metric.

That being said, the cost of the lease, PILOT, and reversion (the acreage would be in permanent conservation) would be equal in percentage to how many kW we would be losing. The proposed bylaw requires a 300-foot setback from wetlands which would include a substantial amount of the disturbed sandpit, the most appropriate portion for solar which contains no trees of value. Additionally, we would need to provide a 2:1 set-aside so this would be a loss of 40% of the system size and thus 40% of the total value or \$2,210,400 less.

Q: Since NextGrid only has an option to re-buy the land from the town after 20 years, doesn't it make sense that the proposed repurchase sale price should not be considered as part of the deal?

A: That is not a logical assumption. If NextGrid does not choose to exercise its reversion option, then Mashpee will have acquired a substantial piece of property at no cost and would be able to sell it at market value. I cannot imagine the land will be of no value in 20 years. At a minimum, the town would likely be able to sell this land for \$2M, especially if one-third was not in permanent conservation.

Again, thank you for the opportunity.

Daniel Serber

Director of Land Development

NextGrid, Inc.

DRAFT March 17, 2022
Memorandum of Agreement

This Agreement is entered into this the March 17, 2022 by and between the Town of Mashpee, 16 Great Neck Road North, Mashpee, MA 02649 by and through its Board of Selectmen ("Town") and Nextgrid Persimmon LLC, 177 Huntington Ave Ste 1703 Unit 73069 Boston, Massachusetts 02115-3153 ("Developer").

WHEREAS, the Developer seeks to develop approximately thirty nine (39) acres of a of property located at 420 Nathan Ellis Hwy, Mashpee MA, more fully shown on Exhibit A (the "Premises") for the purpose of a photovoltaic facility (the "Development"); and

WHEREAS, the Developer has control of the Premises pursuant to a Purchase and Sale Agreement; and

WHEREAS, the Town has an interest in sustainable energy production and the accumulation of various parcels of land which may be beneficial to protecting its aquifer, amassing open space and generally undertaking efforts which will create sustainable energy for governmental entities, but which will also provide tax, rent revenues to the Town and discounts on electricity; and

WHEREAS, the Developer and the Town are desirous of the Developer undertaking the "Development" and will support its efforts to do so while at the same time obtaining control of real property in order to address ongoing local and state sustainability goals.

WHEREAS, as owner of the Premises and upon lease to the Developer and further then sale of the electricity generated to a governmental entity or municipality, the facility will become a Public Entity Solar Tariff Generation Unit in accordance with 225 CMR20.02.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and for the mutual promises set forth below, the Parties agree as follows:

1. The Developer shall gift to the Town the Premises by a quitclaim deed, free of encumbrances and in good clear and marketable title for the exclusive purpose of developing and constructing a solar renewable energy project. Said gift to be made on or before within forty five days of project approval and which the acceptance of same shall be contingent upon approval by the Town of Mashpee Town Meeting. Said deed shall be subject to a right of reversion, to be exercisable by the Developer within sixty (60) days after the expiration of twenty years or the expiration of the useful life of the solar facility constructed thereupon, whichever is longer but in no event later than thirty (30) years ("Reversionary Period"). In order to exercise the reversion, the Developer shall pay to the Town TWO MILLION ONE HUNDRED

EIGHTY THOUSAND AND NO/100'S DOLLARS (\$2,180,000.00) commensurate with the exercising of the right of reversion, if so exercised. If the reversion is not exercised by the end of the Reversionary Period, then the right of reversion will terminate. Said gift to be made within 20 business days of the last to occur of; (a) authorization the Town of Mashpee Town Meeting to be held no later than [] to allow the Board of Selectmen to accept the gift, and (b) Developer has fully entitled the Project including receipt of governmental and utility approvals, and eligible solar incentives, and (c) approval by the Great and General Court of the Commonwealth of Massachusetts authorizing the Town to enter into the transaction with the Developer subject to the right of the reversionary interest.

2. The Developer shall pay any and all real estate taxes then outstanding and due upon each of the foregoing parcels prior to conveying same to the Town.
3. The parties agree that in the event any one of the foregoing gifts outlined in Section 1 is not accepted then this agreement shall be null and void and neither party shall have further recourse against the other in law or in equity and no gifts shall be completed.
4. The Town shall lease to the Developer the Premises for the sole purpose of developing a solar photovoltaic facility including seven point eight (7.8) Megawatts direct current, plus or minus. The terms of said lease shall include the following mandatory terms, in addition to other negotiated terms.
 - a. Term: The term of the lease shall be for twenty (20) years. The parties shall include an option to extend said lease for no more than fifteen (15) additional years at the option of the Developer.
 - b. Taxes: A tax agreement shall be entered into in accordance with the provisions of G.L. c. 59 sec. 5 clause 45th in the amount of \$12,000 per MWdc annually, estimated at \$1,872,000 over the Term.
 - c. Insurance and Indemnification: The provisions as attached in Exhibit B.
 - d. Bonds: The Developer shall provide performance and payment bonds during the construction and installation of the facility in accordance with the full cost of construction.
 - e. Removal Security: The Developer shall provide a form of security to guarantee removal of the facility after the expiration of the term or other termination.
 - f. Rent: Rent shall be \$9,450 per MWdc annually (\$73,710 estimated - \$1,474,200 over the Term)

TOTAL VALUE TO TOWN - \$ 5,526,200

5. The Town shall submit to the Town Meeting the requests to approve the acceptance of the gifts as noted above in Section 1 above no later than [].

6. The Town, on behalf of the project, shall submit a Letter of Jurisdictional Determination with the Cape Cod Commission to determine if the project requires DRI review. All costs shall be borne by Developer in regards to the letter.
7. The Developer shall deliver to the Town each of the parcels noted in Section 1 above free of any Hazardous Waste as that term is defined in G.L. c. 21E sec. 2 and free of any oil or related petroleum product.
8. The Developer shall use all due efforts to perform in a timely manner, diligently pursue the issuance of any and all permits required to build the facility including but not limited to local permits, regional and state permits, and interconnection service agreements with the local utility distribution company.
9. The Developer shall be responsible for any and all permitting requirements of the facility and all costs and expenses associated therewith. The Town shall cooperate with said permitting.
10. Any notice hereunder shall be in writing and shall be deemed duly given if mailed by certified or registered mail, postage and registration charges paid, by overnight delivery service with receipt, or by hand delivery to the Town of Mashpee and the Developer at the addresses set forth below:

To Town

Town of Mashpee
16 Great Neck Road North,
Mashpee, MA 02649
Attention: Town Administrator
With a copy to:

To Developer

Nextgrid, Inc.
177 Huntington Ave Ste 1703 Unit 73069
Boston, Massachusetts 02115-3153
Attention: Legal

11. It is the expressed intention of the parties that each and every term, condition and provision hereof be fully enforceable and binding on the Premises. Should, however, any one or more of the provisions contained herein for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included.
12. This Agreement shall be governed and constructed in accordance with the laws of the Commonwealth of Massachusetts. Nothing in this Agreement shall affect the rights of the Town of Mashpee, in the exercise of any of its powers under applicable law with respect to the proposed development of the Property, including, but not limited, to the powers of the Mashpee Planning Board or other permitting agency

pursuant to its statutory powers during the required permitting process. Nothing in this Agreement shall release the Developer from the obligation to satisfy all applicable provisions of law in the proposed development of the Premises.

13. Prior to the initiation of any court proceeding regarding the terms of this Agreement or performance thereunder, the Town and the Developer agree that such disputes shall be first subject to nonbinding arbitration or mediation, for a period not longer than sixty (60) days.
14. This Development Agreement is the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions.

[Signature Page to Follow]

IN WITNESS WHEREOF, this instrument is sealed and delivered as of this March 17, 2022.

Town
Board of Selectmen

Developer
Nextgrid Persimmon LLC

Aaron Culig
Its President

EXHIBIT A
PREMISES

EXHIBIT B
INDEMINIFCATION AND INSURANCE PROVISIONS

The Developer hereby agrees to indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Developer, its employees, agents, sub-contractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Developer hereby agrees to reimburse the Town for damage to its property caused by the Developer, its employees, agents, sub-contractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

The Developer hereby agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Developer, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The Developer shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.

In any and all claims against the town or any of their agents or employees by any employee of the Developer, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Developer or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.

The Developer hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Developer's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Developer or of any Subcontractor or of anyone directly or indirectly

employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

The Town agrees to make reasonable effort to notify the Developer of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Developer of any duty under this paragraph.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Developer under the Contract.

Insurance

Workers Compensation Insurance:

The Developer shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Developer who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and the Developer hereby agrees to indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article. The Town agrees to make reasonable effort to notify the Developer of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Developer of any duty under this paragraph.

The Developer shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Southborough as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Developer's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.

c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Developer's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

d. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Developer shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Contract, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. Failure to provide the notices required in this Section or to continue in force such insurance shall be a material breach of this Contract and shall be grounds for immediate termination. Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Developers, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverages shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.

e. The Developer shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

To Mashpee Finance Committee – 17 March 2022

Presentation by Timothy Martin petitioner for “10% Real Estate Tax Caps for all Seniors”

On behalf of Mashpee Tax Cap Advocates (MTCA).

Thank You very much for this opportunity to speak to you on a very important topic: the recent and unprecedented property tax hikes that have occurred in at least some areas of Mashpee.

There are two primary points in this presentation:

1. There is no limit on the degree to which property taxes can be raised in a year. A remedy needs to be found.
2. There is significant evidence that human judgement is applied in creating revaluations. The reassessment process is not entirely objectively driven by laws and requirements. Considering the magnitude of the increases this past year it is especially important that the Town demonstrates that the human judgments applied are without bias and appropriate.

As I started talking to Town officials about our article, I wasn't able to find anyone who could say how widespread the problem is with large valuation spikes. The Town of course focuses on net changes in tax revenue each year in order to file the needed balance sheet with the Massachusetts Dept. of Revenue. To produce the data on valuation changes for all parcels from 2021 to 2022 the individual parcel data for the two years needs to be merged into a single database. On Monday of this week the Assessor's office responded to an example request from us: “How many residential properties had Total Valuation increases of 50% or greater from 2021 to 2022”. The Assessor provided an Excel spreadsheet with 157 properties. That file is attached to this submission to you all. But note that this spreadsheet still includes some properties that had new construction or improvements. It is yet another level of difficulty to weed these out, and I will be working on that. We can now explain why the Town may not have been aware of the extent of the tax spike problem. I am in the process of carefully looking at this Excel file provided to me by the Assessor and find that the majority of the sales-induced spikes have in fact occurred on Monomoscoy Island. This indicates that the tax spike problem this last year was largely limited to one area of Mashpee and therefore more affordable to remedy than we may have thought.

I have done the needed data-merge for parcels on Monomoscoy Island from the Mashpee Assessors databases for the years 2021 and 2022.

(See attached maps of geographic distribution of Land Valuation and Total Valuation increases.)

The Assessor split our area into three sections, each being assigned a particular fixed increase in Land Valuation: 52% increase for five properties at the end of the island, 92.4% increase for 20 properties along Little River, and 69.8% increase for 76 properties comprising almost all of the remaining waterfront. These large sections of fixed increases in Land Valuation are surely human defined. Considering the magnitude of increases and number of affected properties in this area, it is especially important that the Town demonstrates the basis for the above three sections of fixed increases and that the human judgments applied are without bias and appropriate.

Actual taxes for a property owner are of course computed as the product of their Total Valuation and the current tax rate. No doubt somewhat due to the 2022 general increase in tax revenue, the tax rate for 2021 to 2022 was reduced from 9.34 to 8.49. So including the reduction in the tax rate, the number of properties receiving an increase in actual taxes over 40% was reduced from 87 to 46. It turns out that these 46 waterfront properties are not the rich property owners that you might be assuming. In fact, none of the properties with the largest homes fall into this group of 46. Because the revaluation was implemented primarily as an increase in Land Valuation, those with large homes saw this increase as a much smaller percentage of their total. It was entirely the small homeowner on water-front that was most effected. In this group of 46 properties that exceeded a 40% actual tax increase, 13 were empty lots but the remaining 32 properties with homes had an average 2022 buildings value (after the tax hike) of \$157K. The average increase in buildings valuations for this group was 13.9%.

See attached pages showing the homes that received the top nine percentage increases in actual taxes from 2021 to 2022. Also examine the attached Property Cards for these nine homes.

We are proposing that in the years when large spikes in valuations occur, the Town should be able to implement a remediating factor. Instead of taking the full amount at year one of the tax spike, take 10% above the previous year, each year until the full assessment is reached. This incremental 10% each year would surely be sufficient to allow managing the Prop. 2-1/2 confined Town budget. If a 10% limit per year is implemented, then each year the property tax for the affected owner would be allowed to grow an additional 10% from the previous year. With a 10% cap and a fixed 9.00 tax rate, I have computed that for properties of all valuations with a 42.8% increase in valuation, it would take three years of gradually increasing payments before returning to paying their full assessment. The affected homeowner would therefore be given some time to restructure their finances in some manner that works for them. Whether or not our article is currently legal, it is still important to find a solution that does work, then bringing amendments to the Town Meeting.

The Town seems to be saying, we can't pay for this problem, with the consequence that the affected taxpayers are having to pay the full brunt of the tax spike. We think that it is incumbent upon the Town to seriously seek a remedy. The Finance Committee has asked us to model the effects of this tax cap on overall Town finances. I think we can all agree that the Town – maybe Mashpee Board of Assessors - is in the best position to examine this properly. I see from recent data from the Town that it is projected that the Tax Rate will go down the next two years. No doubt this is largely due to continued expected increases in valuations. In the Town budgets, I see that expenses for exemptions and abatements are part of the balance sheet that is submitted to the Massachusetts Dept. of Revenue for determining an allowable tax rate for the coming year. Can a tax cap be implemented as a type of abatement or exemption that can be counted as an expense when determining the tax rate for the coming year? Or can valuation increases be applied in manageable steps over a few years? A remedy needs to be found.

The criticism is heard that implementing this relief would result in some increase of taxes to the rest of the town. So it is with any scenario where the community provides support for those who have been most hurt or affected by an event in their area. This is what properly functioning communities and governments do. In addition, recall that those most affected are those with the most modest homes, and this excessive valuation problem appears to be somewhat limited, with the resultant expense not as great as we may have feared. The Town needs to carefully assess the problem and seriously consider a remedy.

Finally let me point out that this article provides no remedy for the large tax hike that many of us have just experienced. We have taken the hit and are paying the price. We are raising the flag for those who will be the next to receive these large increases. Also, it is not hard to see that the Residential Tax Exemption currently being examined does not address the problem we are bringing to light. We are talking about relief for those most affected by large spikes in valuation.

This article is submitted with the strong intent and message that having no limit on property tax increases should not be allowed to continue and be experienced by others.

Timothy Martin – 17 MAR 2022 – for Mashpee Tax Cap Advocates.

Petitioner on May 2, 2022 Article : “10% Real Estate Tax Cap for All Seniors”

**For Monomoscoy Island:
Percentage rise in Land Valuations
from tax year 2021 to 2022**

*** = 92.4%**

*** = 69.8%**

*** = 52.0%**

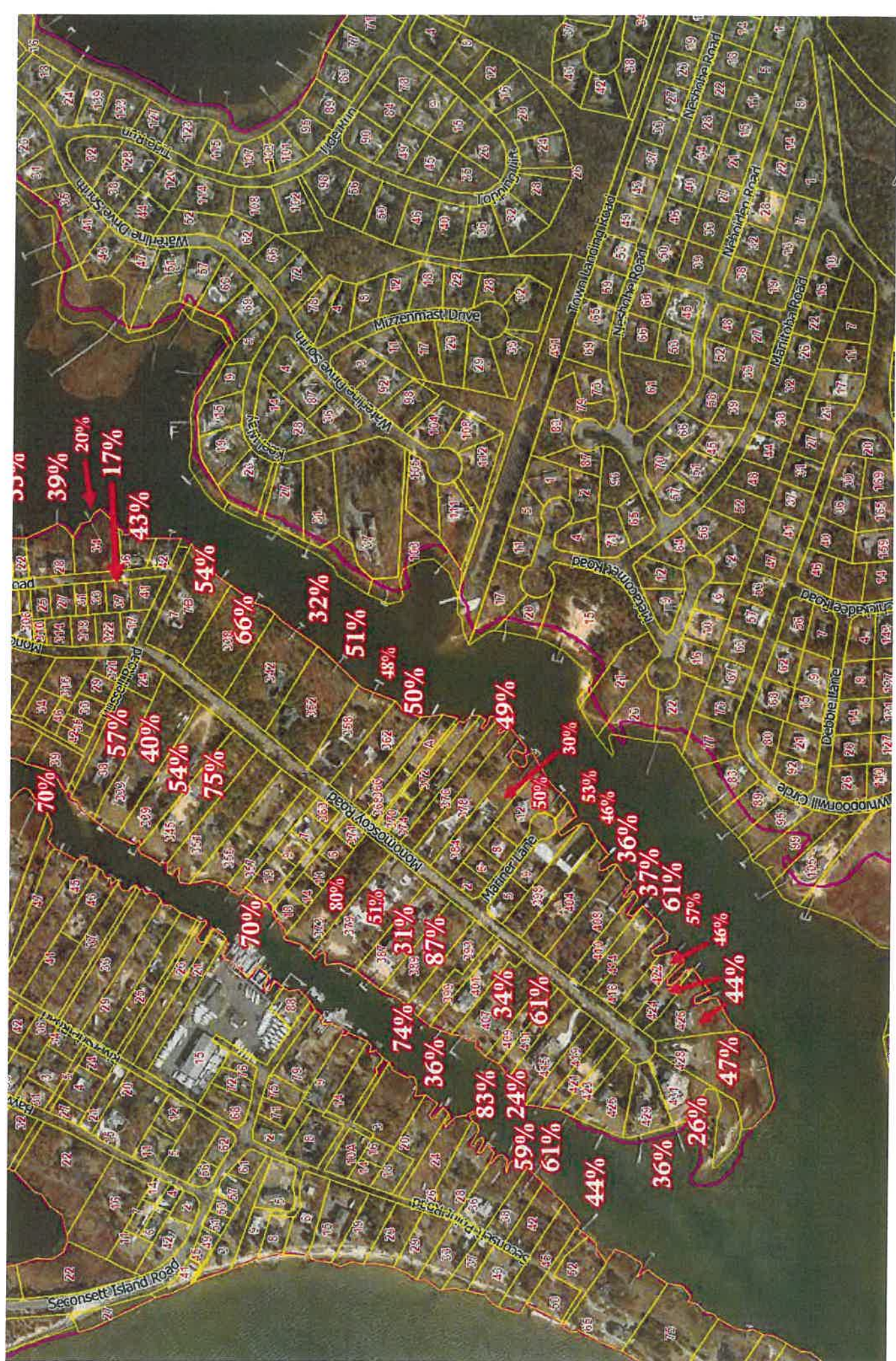
**Total Valuation =
Land Valuation +
Building Valuation**

14.5%





[illegible]





TOWN OF MASHPEE

OFFICE OF SELECTMEN

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

MEMORANDUM

Date: March 17, 2022

TO: Rodney C. Collins, Town Manager;
Chair Carol Sherman and the Honorable Members of the Select Board
FROM: Terrie M. Cook, Administrative Assistant
RE: ACTION NEEDED on May 2, 2022 Special and Annual Town Meeting Articles

Please be advised that the following warrant articles need recommendations from the Board:

Special Town Meeting Articles:

- Article 1 Page 1
- Article 20 Page 9

Annual Town Meeting Articles:

- Article 14 Page 24
- Article 23 Page 28
- Article 24 Page 28
- Article 25 Page 30
- Article 26 Page 30
- Article 29 Page 31
- Article 30 Page 32
- Article 31 Page 32
- Article 32 Page 33
- Article 33 Page 34
- Article 34 Page 34
- Article 35 Page 40



TOWN OF MASHPEE

OFFICE OF SELECTMEN

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

Date: March 16, 2022

TO: Rodney C. Collins, Town Manager;

Chair Carol Sherman and the Honorable Members of the Select Board

FROM: Terrie M. Cook, Administrative Assistant

RE: Proposed Phase 2 Wastewater Debt Exclusion Article and Town Election Ballot Question

As per the Board's request, a proposed debt exclusion Town Meeting Warrant Article and companion Town Election Ballot Question appear below as drafted by Town Counsel.

PROPOSED DEBT EXCLUSION Article 20

To see if the Town will appropriate the sum of \$3,500,000 by borrowing for purposes of preparation of design and engineering sufficient to estimate total construction costs for the wastewater collection, pumping, discharge and treatment facilities required to implement Phase 2, sections a through e, of the Mashpee Clean Water Plan, including all expenses incidental and related thereto, to authorize the Treasurer, with the approval of the Select Board, to issue any bonds or notes that may be necessary for that purpose, and to apply the premium received by the Town upon the sale of any bonds or notes thereunder, less any such premium applied to the payment of the costs of issuance of such bond or notes, to pay project costs and reduce the amount authorized to be borrowed by the amount of the premium so applied; provided, however, that this appropriation and debt authorization shall be contingent upon passage of a Proposition 2½ debt exclusion ballot question under General Laws Chapter 59, § 21C(k), or take any other action relating thereto.

Submitted by the Board of Selectmen

Explanation: The Town has developed a revised Phase 2 that seeks to continue to meet the Town's obligations to reduce nitrogen as required to meet the water quality standards for our two estuaries while also improving water quality in the major freshwater ponds in town. This article enables the town to develop the engineering and design of the expanding collection and treatment systems in sufficient detail to have a construction cost estimate for presentation to the Town to consider and to pursue state and federal funding assistance to lower construction cost.

PROPOSED DEBT EXCLUSION BALLOT QUESTION

Shall the Town of Mashpee of be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bond issued in order to prepare design and engineering sufficient to estimate total construction costs for the wastewater collection, pumping, discharge and treatment facilities required to implement Phase 2, sections a through e, of the Mashpee Clean Water Plan?

Yes ____ No ____

**Town of Mashpee
Mashpee High School
500 Old Barnstable Road
Mashpee, MA 02649
Special Town Meeting
Monday, May 2, 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 2nd day of May 2022 at 7:00 p.m. for the following purposes:

To act on the articles contained in the following Warrant:

Article 1 *HOLD*

To see if the Town will vote to appropriate and transfer the sum of \$_____ from revenue available for appropriation to the Snow & Ice Account, or take any other action relating thereto.

Submitted by the Department of Public Works

Explanation: This article is necessary to fund a deficit in the Snow & Ice Account.

**The Board of Selectmen recommends approval of Article 1 by a vote of *HOLD*
The Finance Committee will make a recommendation on Article 1 at Town Meeting**

Article 2

To see if the Town will vote to appropriate and transfer the sum of \$1,065.92 from revenue available for appropriation to pay the previous fiscal year's compensation and unpaid bills as follows:

Jennifer Berry	Retroactive Payment	\$ 240.64
Robin Desrosiers	Retroactive Payment	\$ 235.84
Scott Halligan	Retroactive Payment	\$ 252.96
Theresa Lambert	Retroactive Payment	\$ 240.64
WB Mason	Unpaid Bill	\$ 95.84

or take any other action relating thereto.

Submitted by the Finance Director

Explanation: This article is necessary to pay bills received after the end of a previous fiscal year.

**The Board of Selectmen recommends approval of Article 2 by a vote of 5-0
The Finance Committee recommends approval of Article 2 by a vote of 7-0**

Article 3

To see if the Town will vote pursuant to G.L. c. 40, §47 to establish and adopt a new Town Seal in accordance with the recommendation of the Board of Selectmen as follows:



or take any other action relating thereto.

Submitted by the Board of Selectmen

Explanation: This article will approve a new Town Seal to replace the current one.

The Board of Selectmen recommends approval of Article 3 by a vote of 5-0

The Finance Committee recommends approval of Article 3 by a vote of 7-0

Article 4

To see if the Town will vote to appropriate and transfer the sum of \$1,974,712 from revenue available for appropriation, to be deposited into the Capital Stabilization Fund, or take any other action relating thereto.

Submitted by the Board of Selectmen

Explanation: This article will set aside funds into the Capital Stabilization account for future capital expenditures in an effort to ensure the Town will maintain its assets at a level adequate to protect the Town's capital investment and to minimize future maintenance and replacement costs.

The Board of Selectmen recommends approval of Article 4 by a vote of 5-0

The Finance Committee recommends approval of Article 4 by a vote of 7-0

Article 5

To see if the Town will vote to appropriate and transfer the sum of \$369,215 from revenue available for appropriation to the Natural Resources Capital Account for the customization of facilities for the Department of Natural Resources, or take any other action relating thereto.

Submitted by the Board of Selectmen

Explanation: The Capital Improvement Program Committee voted unanimously to recommend that the Town use revenue available for appropriation ("Free Cash") to complete the customization of the purchased condominium units for the Department of Natural Resources and further, to be voted at the May Special Town Meeting for the funds to become available during Fiscal Year 2022.

FISCAL YEAR 2023 CAPITAL IMPROVEMENT PROGRAM	
<i>PLANNING & CONSTRUCTION</i>	
DNR Facility	\$ 369,215

The Board of Selectmen recommends approval of Article 5 by a vote of 5-0

The Finance Committee recommends approval of Article 5 by a vote of 7-0

Article 6

To see if the Town will vote to appropriate and transfer the sum of \$1,260,950 from revenue available for appropriation to the Department of Public Works Capital Account for the Mashpee Middle-High School Field Improvements, or take any other action relating thereto.

Submitted by the Board of Selectmen

Explanation: The Capital Improvement Program Committee voted unanimously to recommend that the Town use revenue available for appropriation ("Free Cash") to improve the athletic fields at Mashpee Middle-High School, specifically replacement of the grass field in the stadium with synthetic turf and reconstruction of the track and further, to be voted at the May Special Town Meeting for the funds to become available during Fiscal Year 2022. The full cost of this project is \$2,970,350 with the balance of the funding, \$1,709,400 appearing as an article submitted by the Community Preservation Committee (CPC).

FISCAL YEAR 2023 CAPITAL IMPROVEMENT PROGRAM	
<i>PLANNING & CONSTRUCTION</i>	
MMHS Field Improvements	\$ 1,260,950

The Board of Selectmen recommends approval of Article 6 by a vote of 5-0

The Finance Committee recommends approval of Article 6 by a vote of 6-0

Article 7

To see if the Town will vote to appropriate and transfer the sum of \$57,900 from revenue available for appropriation to the Department of Public Works Capital Account for the purchase of a Compact Track Loader contingent upon the award of the Shared Streets and Spaces Grant, or take any other action relating thereto.

Submitted by the Board of Selectmen

Explanation: The Capital Improvement Program Committee voted unanimously to recommend that the Town use revenue available for appropriation ("Free Cash") to purchase a compact track loader to be used for snow removal to allow for a faster response for plowing the pedestrian bicycle facilities after a storm. The purchase is contingent upon the Town receiving approval of a Shared Streets and Spaces grant.

FISCAL YEAR 2023 CAPITAL IMPROVEMENT PROGRAM	
DPW	
Compact Track Loader with V-plow attachment	\$ 57,900

The Board of Selectmen recommends approval of Article 7 by a vote of 5-0

The Finance Committee recommends approval of Article 7 by a vote of 7-0

Article 8

To see if the Town will vote to appropriate and transfer the sum of \$25,000 from revenue available for appropriation to pay for costs associated with the preparation and possible implementation of the Residential Tax Exemption for the FY 2023 tax year, or take any other action relating thereto.

Submitted by the Finance Director

Explanation: This article will provide funding for costs associated with preparation for possible implementation of the residential tax exemption for FY 2023. These costs include software updates, printing, mailing and consultant fees, if necessary.

The Board of Selectmen recommends approval of Article 8 by a vote of 5-0

The Finance Committee recommends approval of Article 8 by a vote of 4-2

Article 9

To see if the Town will appropriate and transfer pursuant to the provisions of M.G.L. Chapter 44B, §6 to reserve from the Community Preservation Fund Budgeted for Appropriation Reserve, the following amounts:

\$28,692.00	10% Open Space/Recreation Purposes
\$28,692.00	10% Historic Purposes
\$28,692.00	10% Affordable Housing Purposes

or take any other action relating thereto.

Submitted by the Community Preservation Committee

Explanation: This is a "clean-up" article to meet the requirement of reserving funds from the CPA FY 2022 Trust Fund distribution. The amount of FY 2022 state reimbursement received by the Town of Mashpee was \$286,926 higher than the initial estimate. We are required to set aside 10% of those excess funds and deposit them into each of the CPA reserves. Funding shall derive from the Community Preservation Budgeted for Appropriation Reserve.

The Community Preservation Committee recommends approval of Article 9 by a vote of 7-0.

The Board of Selectmen recommends approval of Article 9 by a vote of 5-0

The Finance Committee recommends approval of Article 9 by a vote of 7-0

Article 10

To see if the Town will vote to appropriate and transfer from the Community Preservation Fund 10% Affordable Housing Reserve in accordance with the provisions of M.G.L., Chapter 44B, §5, the sum of \$50,000 for the purpose of funding the Housing Production Plan, including necessary costs and expenses related thereto, as recommended by the Community Preservation Committee, or take any other action relating thereto.

Submitted by the Community Preservation Committee

Explanation: The goal of this project is to update the Town's Housing Production Plan (HPP) in consideration of the demographic shifts over the past 10 years, changes in population, and added housing stock since 2010. This includes visioning work associated to the update of the Local Comprehensive Plan (LCP) that has not been modified since 1998.

The HPP provides framework to meet the 10% mandate of housing eligible for inclusion on the State's Subsidized Housing Inventory. An approved Plan also leverages state grant funds.

The total cost of this project is \$50,000. Grant funds would be sought as an offset. Unused funding would be returned to the coffers of the CPA. The update of the Plan is expected to begin in the summer of 2022 with completion in approximately 6 months thereafter.

The Community Preservation Committee recommends approval of Article 10 by a vote of 8-0.

The Board of Selectmen recommends approval of Article 10 by a vote of 5-0

The Finance Committee recommends approval of Article 10 by a vote of 6-0

Article 11

To see if the Town will vote to appropriate and transfer from the Community Preservation Fund 10% Historic Reserve in accordance with the provisions of M.G.L., Chapter 44B, §5, the sum of \$19,680 for the purpose of funding the HVAC Unit for the Mashpee One-Room Schoolhouse including necessary costs and expenses related thereto, as recommended by the Community Preservation Committee, or take any other action relating thereto.

Submitted by the Community Preservation Committee

Explanation: The goal of this project is to provide extended access to the One-Room Schoolhouse and to protect, preserve and enhance the property of historical significance. The One-Room Schoolhouse is listed on the National Register and as a Historical Place by the Massachusetts Historical Commission. The schoolhouse is also located in the Mashpee Historic District.

A split HVAC system would control the air quality and temperature of the historic 1831 building. The unit is proposed to blend into the wood beams on the back of the wall with piping to be contained in a false ceiling to maintain the buildings historic appearance. For energy efficiency the heat and air system would operate only when the schoolhouse is in use. With approval the project would be completed in July 2022.

The Community Preservation Committee recommends approval of Article 11 by a vote of 7-0-1.

The Board of Selectmen recommends approval of Article 11 by a vote of 5-0

The Finance Committee recommends approval of Article 11 by a vote of 7-0

Article 12

To see if the Town will vote to appropriate and transfer from the Community Preservation Fund 10% Historic Reserve in accordance with the provisions of M.G.L., Chapter 44B, §5, the sum of \$86,000 for the purpose of funding the Mashpee War Monument Project, including necessary costs and expenses related thereto, as recommended by the Community Preservation Committee, or take any other action relating thereto.

Submitted by the Community Preservation Committee

Explanation: The goal of this project remains the same. To honor, recognize and pay tribute to all Veterans from Mashpee to ensure their service and sacrifice to our country is made visible and never forgotten. With CPA funding construction of the monument would begin in the spring of 2022 with completion in early summer and a Town-wide dedication and celebration in the fall of 2022.

The additional funding request would be added to available CPA funding to purchase a solid granite monument shaped in the design of a wave with the Veterans names, conflict and dedication along with medallions depicting the military branches and new Town Seal. Work includes delivery and installation, an electrical and landscape budget as well as project contingency. This will be an everlasting memorial dedicated to honor Mashpee Veterans.

The Community Preservation Committee recommends approval of Article 12 by a vote of 9-0.

The Board of Selectmen recommends approval of Article 12 by a vote of 5-0

The Finance Committee recommends approval of Article 12 by a vote of 7-0

Article 13

To see if the Town will vote to appropriate and transfer from the Community Preservation Fund 10% Historic Reserve in accordance with the provisions of M.G.L., Chapter 44B, §5, the sum of \$42,438 for the purpose of funding the Restoration of Lakewood Cemetery Project, including necessary costs and expenses related thereto, as recommended by the Community Preservation Committee, or take any other action relating thereto.

Submitted by the Community Preservation Committee

Explanation: The goal of this project is to ensure the Town-owned cemetery is protected, preserved and restored as necessary to provide dignity and honor. The cemetery is the final resting place of Ezra Jones, a Civil War Veteran. Most of the deceased are English and early settlers dating back to 1805.

The project includes survey work, tree work, stump grinding, fencing, landscaping and gravestone cleaning and repair. With landscape improvements and the cleaning and restoration of the gravestones, the ancient cemetery would be eligible to serve on the National Register of Historic Places.

The Community Preservation Committee recommends approval of Article 13 by a vote of 9-0.

The Board of Selectmen recommends approval of Article 13 by a vote of 5-0

The Finance Committee recommends approval of Article 13 by a vote of 7-0

Article 14

To see if the Town will vote to appropriate and transfer from the Community Preservation Fund 10% Open Space/Recreation Reserve in accordance with the provisions of M.G.L., Chapter 44B, §5, the sum of \$18,086 for the purpose of funding the Mashpee Community Garden Expansion Project, including necessary costs and expenses related thereto, as recommended by the Community Preservation Committee, or take any other action relating thereto.

Submitted by the Community Preservation Committee

Explanation: The goal of this project is to support the garden expansion by an additional 14 garden plots to meet the gardening demand. CPA funding would support garden bed construction, pathways, additional fencing, expanded irrigation and water service areas to include the construction of demonstration gardens and historic and gardening information. The project would provide continued beautification of Town-owned recreational land and promote Mashpee as a Green Community.

The Community Preservation Committee recommends approval of Article 14 by a vote of 9-0.

The Board of Selectmen recommends approval of Article 14 by a vote of 5-0

The Finance Committee recommends approval of Article 14 by a vote of 7-0

Article 15

To see if the Town will vote to appropriate and transfer from the Community Preservation Fund 10% Affordable Housing Reserve in accordance with the provisions of M.G.L., Chapter 44B, §5, the sum of \$168,084 for the purpose of funding the Homeyer Village Roof Replacement Project, including necessary costs and expenses related thereto, as recommended by the Community Preservation Committee, or take any other action relating thereto.

Submitted by the Community Preservation Committee

Explanation: The goal of this project is to preserve affordable housing for the senior population residing at the Frank J. Homeyer Village. A new roof is required to preserve and maintain the integrity of the facility. The asphalt roof shingles and other system components are original to the 1990 building. Conditions include worn, brittle, curling and missing roof shingles.

CPA funding at the state-aided senior development would leverage Department of Housing & Community Development (DHCD) funding as well as High Leverage Asset Preservation (HILAP) grant funds for additional capital repairs.

The Community Preservation Committee recommends approval of Article 15 by a vote of 9-0.

The Board of Selectmen recommends approval of Article 15 by a vote of 5-0

The Finance Committee recommends approval of Article 15 by a vote of 7-0

Article 16

To see if the Town will vote to appropriate and transfer from the Community Preservation Fund 10% Affordable Housing Reserve in accordance with the provisions of M.G.L., Chapter 44B, §5, the sum of \$264,893 for the purpose of funding the Breezy Way Roofs, Siding & Windows Project, including necessary costs and expenses related thereto, as recommended by the Community Preservation Committee, or take any other action relating thereto.

Submitted by the Community Preservation Committee

Explanation: The goal of this project is to provide safe, adequate, and affordable housing to low-income seniors, and families. The Breezy Way units are deemed affordable in perpetuity. Preservation of the facility includes roof replacement, siding and windows, all in disrepair and original to the 1990 building.

All preservation work has been confirmed by the DHCD as an acceptable use of CPA funds. With CPA funding, the Mashpee Housing Authority is eligible to apply for HILAP funds and sustainability funds leveraging multiple grant sources to preserve the buildings for the families residing in this community.

The Community Preservation Committee recommends approval of Article 16 by a vote of 9-0.

The Board of Selectmen recommends approval of Article 16 by a vote of 5-0

The Finance Committee recommends approval of Article 16 by a vote of 7-0

Article 17

To see if the Town will vote to appropriate and transfer from the Community Preservation Fund Uncommitted Fund Balance in accordance with the provisions of M.G.L., Chapter 44B, §5, the sum of \$1,709,400 for the purpose of funding the Multi-Purpose Track & Field Stadium Renovation Project including necessary costs and expenses related thereto, as recommended by the Community Preservation Committee, or take any other action relating thereto.

Submitted by the Community Preservation Committee

Explanation: The goal of this project is to sustain the current athletic program at the Mashpee Middle/High School (MMHS) by replacing the track and multi-purpose field in the stadium original to the school's construction in 1996.

Complete reconstruction is necessary. Over the past 25 years the track has been resurfaced. The surface is now defective and it is deteriorating extending into the base and sub-base of the track creating un-safe conditions.

A total of 25 teams, more than 4,500 students use the facility during the fall and spring seasons and it is also used by all MMHS students as part of the gym curriculum. The facility is used and is available for the public during non-school hours. It is expected the field would be available for Mashpee youth sport leagues and/or Recreation Department programs during non-school hours, and would be available for rental by other organizations, subject to scheduled usages.

The total projected cost is \$2,970,350. The total CPA request is \$1,709,400. CPA funding would support general contracting, site preparation/demolition, concrete, track, fencing, walkways/access, site amenities, utilities, site improvements, stadium lighting (LED conversion) and contingency in the amount of 20% due to uncertain economic conditions. Work proposed under the CPA conforms to the mandates of the Community Preservation Act. Improvements to the field will not be CPA funded and that component of the work is included in the Capital Improvement Program (CIP) plan presented as a separate article.

With approvals the project would go to bid in early spring with construction to commence in the Summer of 2022. It is anticipated the majority of work would be completed prior to the onset of the new school year.

The Community Preservation Committee recommends approval of Article 17 by a vote of 8-1.

The Board of Selectmen recommends approval of Article 17 by a vote of 5-0

The Finance Committee recommends approval of Article 17 by a vote of 6-0

Article 18

To see if the Town will vote to rescind the authority to issue the following un-issued balances of authorized bonds or notes pursuant to the votes adopted under the following articles to the extent not previously exercised, or take any other action relating thereto.

Submitted by the Town Treasurer			
Town Meeting	Article #	Balance	Purpose
October 15, 2018	22	\$ 210,953.75	Pimlico Heights Road Project
May 6, 2019	29	\$ 108,030.00	Leather Leaf Road Project
May 6, 2019	18	\$ 599,277.00	Chapter 90/ 2020

Explanation: This article is for the purpose of rescinding loans authorized for capital projects that have been completed. This will enable the Town Accountant to remove the un-issued balances.

The Board of Selectmen recommends approval of Article 18 by a vote of 5-0

The Finance Committee recommends approval of Article 18 by a vote of 7-0

Article 19

To see if the Town will vote to transfer a sum of money, not to exceed \$80,000 from revenue available for appropriation to fund a groundwater infiltration test to quantify the amount of treated wastewater effluent that may safely and responsibly be discharged the Town's wastewater treatment facility, or take any other action relating thereto.

Submitted by the Sewer Commission

Explanation: The Town has a groundwater discharge permit that limits effluent disposal to 120,000 gallons per day, an amount sufficient for the wastewater being collected and treated under Phase 1 of the Clean Water Plan but well under the future needs of the town. A new hydraulic study will be used to determine the amount of highly treated effluent that may be discharged at the site without having impacts on surrounding developments and adjacent water resources.

The Board of Selectmen recommends approval of Article 19 by a vote of 5-0

The Finance Committee recommends approval of Article 19 by a vote of *HOLD*

Article 20 *HOLD*

To see if the Town will vote to transfer a sum of money, not to exceed \$_____, from revenue available for appropriation for the preparation of design and engineering sufficient to estimate total construction costs for the wastewater collection, pumping, discharge and treatment facilities required to implement Phase 2, sections a through e, of the Mashpee Clean Water Plan, or take any other action relating thereto.

Submitted by the Sewer Commission

Explanation: The Town has developed a revised Phase 2 that seeks to continue to meet the Town's obligations to reduce nitrogen as required to meet the water quality standards for our two estuaries while also improving water quality in the major freshwater ponds in town. This article enables the town to develop the engineering and design of the expanding collection and treatment systems in sufficient detail to have a construction cost estimate for presentation to the Town to consider and to pursue state and federal funding assistance to lower construction cost.

The Board of Selectmen recommends approval of Article 20 by a vote of *HOLD*

The Finance Committee recommends approval of Article 20 by a vote of *HOLD*

Article 21

To see if the Town will vote to appropriate and transfer the sum of \$450,000 from revenue available for appropriation to fund Santuit Pond Resiliency Projects: stormwater improvements and nutrient inactivation, or take any other action relating thereto.

Submitted by the Department of Natural Resources

Explanation: This article is necessary to continue efforts to address nutrient pollution and enhance resilience in Santuit Pond. These funds would provide local match to leverage additional grant funding available through the Massachusetts Municipal Vulnerability Program (MVP) for the design and construction of stormwater improvements within the Santuit Pond watershed. These funds will also be used to study the feasibility towards implementation of an Aluminum Sulfate nutrient inactivation treatment within the pond to treat excess phosphorus and symptoms of eutrophication i.e. excess harmful cyanobacteria blooms. Aluminum Sulfate was previously determined to be a method of choice in the AECOM Santuit Pond Diagnostic Study est. 2010 to reduce the internal load of phosphorus within the Pond.

The Board of Selectmen recommends approval of Article 21 by a vote of 5-0

The Finance Committee recommends approval of Article 21 by a vote of 7-0

Article 22

To see if the Town will vote to appropriate and transfer the sum of **\$253,500** from revenue available for appropriation to cover costs associated with identified priority restoration projects in the Town of Mashpee, including improvements to fish passage on Johns Pond and Mashpee Pond, improvements to storm water runoff treatment at Mashpee Neck Rd for water quality, and replacement of the culvert at Red Brook.

Explanation: The Cape Cod Water Resources Restoration Project (CCWRRP) is a partnership of federal, state and local agencies as well as all 15 Cape Cod Towns and the USDA's Natural Resource Conservation Service (NRCS) started in 2010. The collective goal of this partnership was to identify priority restoration projects throughout Cape Cod in the interest of improving diadromous fish passage, restoration of salt marsh systems and remediation of storm water runoff to improve water quality and protect shellfish beds. An estimated \$30 million dollars is available for funding on 76 identified restoration sites throughout the Cape. The Town is require to provide a 25% match of estimated construction costs plus monies for permitting for these funded projects, including the following:

Johns Pond Spillway and Fish Ladder: The existing fish ladder and spillway experience substantial and consistent sediment and debris loading from the pond, impacting fish passage and requiring frequent maintenance including annual dredging with heavy machinery. The upstream and downstream channel embankments are severely degraded, resulting in constant erosion and filling in of the stream channel. Design improvements to reduce sediment loading and rebuild/regrade up and downstream embankments to address erosion issues. **Total estimated construction cost: \$330,000. Town Match = \$89,000**

Mashpee Pond Outlet: Similar to the issues at the Johns Pond fish ladder, the Mashpee River outlet experiences frequent sediment loading from Mashpee Pond. The immediate downstream embankments are being filled in with sediment, requiring annual dredging and frequent maintenance. The downstream embankments are being undercut and eroded. A previous bank erosion control effort from the mid-90s has deteriorated along this stretch of the upper Mashpee River, resulting in a widening of the river, which when combined with sediment loading, creates shallow areas of stream bed, causing issues for fish passage. Design improvements to address sediment loading into the water control outlet structure and fortification/rebuilding of riverbanks to prevent erosion and increase channel depth for fish passage. **Total estimated construction cost: \$278,000. Town Match = \$75,000**

Mashpee Neck Storm Water Improvements: CCWRRP funded installation of drainage improvements on Mashpee Neck Road in 2011/2012 to address water quality issues in Shoestring Bay that was impacting shellfish beds. Subsequent testing has found that additional improvements are needed immediately adjacent to the Town's boat ramp (Edward A. Baker Boat Ramp at Pirate's Cove) to capture and provide additional treatment of the storm water. **Total estimated construction cost: \$104,000. Town Match = \$28,000**

This article is also requesting funding for design for the replacement of the Red Brook Road Culvert. The culvert includes a water control structure for the adjacent abandoned cranberry bog. This structure is classified as a significant hazard dam by the MA Office of Dam Safety and inspection has found it to be in poor condition. The dam is owned jointly by the Towns of Mashpee and Falmouth and the towns are currently working with the MA Division of Ecological Restoration on conceptual design plans for replacement of the culvert. The design would include improvements to water quality, provision of fish passage, and elimination of flooding on Red Brook Road. Funding is needed for final design and permitting. These costs would be split with the Town of Falmouth. The towns will be applying for grants to assist with design and construction; if successful, these funds could be used instead as any required local match. **Total estimated design cost: \$123,000. Town Share = \$61,500**

Submitted by the Conservation Commission

The Board of Selectmen recommends approval of Article 22 by a vote of 5-0
The Finance Committee recommends approval of Article 22 by a vote of 7-0

Article 23

To see if the Town will vote to appropriate and transfer the sum of **\$35,000** from revenue available for appropriation for the planning, permitting, treatment and eradication of invasive milfoil on Johns Pond and Santuit Pond, or take any other action relating thereto.

Submitted by the Conservation Commission

Explanation:

Johns Pond- Milfoil is a well-documented invasive aquatic weed that can spread rapidly and out-compete native species, resulting in loss of native aquatic habitat and adversely impacting recreational opportunities. In the summer of 2021, invasive milfoil was detected by residents on Johns Pond and reported to the Conservation Department and Department of Natural Resources. Subsequent to this, the town appropriated emergency funding to engage a contractor and secured wetland permits to conduct a pond-wide survey and treatment of milfoil using a state approved aquatic herbicide. A total of 8 acres of Johns Pond was identified for milfoil infestation and subsequently treated. A summary report and post treatment survey on the pond revealed that most, if not all of the milfoil has been successfully eradicated; however, as is the case when dealing with invasive species, a follow up survey for the next growing season is recommended to ensure complete eradication. The contractor hired to conduct this work (*Water and Wetlands LLC*) recommends budgeting approximately \$5,500 to cover the costs of a follow up pond-wide survey in the late spring/early summer of 2022 to check for any remaining areas of milfoil infestation. This estimate also includes potential treatment of any detected areas. I recommend an additional \$1,000 for any contingencies, bringing the total amount of requested funding to **\$6,500**. Ideally, no detections will be found and funding for treatment will not be needed; however, until a follow up survey is conducted, this is an unknown.

Santuit Pond: In the late fall of 2021, The Department of Natural Resources discovered invasive milfoil infestation in Santuit Pond. Preliminary observations using GPS tracking indicate roughly 6+ acres of pond area that are currently infested with milfoil. Funding will be needed to pay a qualified contractor to conduct a full pond-wide survey and subsequent treatment of milfoil based on survey results. Using the costs of milfoil surveying, permitting and eradication on Johns Pond as a reference, funding in the amount of **\$28,500** is requested to cover all estimated costs for eradication of invasive milfoil (including permitting, surveying, treatment(s) and contingency costs)

The Board of Selectmen recommends approval of Article 23 by a vote of 5-0

The Finance Committee recommends approval of Article 23 by a vote of 7-0

THIS CONCLUDES THE BUSINESS OF THE SPECIAL 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 21st day of March in the year two thousand and twenty two.

Per Order of,
Board of Selectmen

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

**Town of Mashpee
Mashpee High School
500 Old Barnstable Road
Mashpee, MA 02649
Annual Town Meeting
Monday, May 2, 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 2nd day of May 2022 at 7:00 p.m. for the following purposes:

To act on the articles contained in the following Warrant:

Article 1

To see if the Town will vote to accept the reports of the Town officers, or take any other action relating thereto.

Submitted by the Board of Selectmen

Explanation: The 2021 Annual Town Report in which the reports of Town officers are presented is available at the Town Meeting and at the Town Hall.

The Board of Selectmen recommends approval of Article 1 by a vote of 5-0

The Finance Committee recommends approval of Article 1 by a vote of 6-0

Article 2

To see if the Town will vote to fix the salaries of the following elected officers as provided in Chapter 41, Section 108, of the Massachusetts General Laws for the period of July 1, 2022 to June 30, 2023, and further, to see if the Town will vote to appropriate, raise, and/or transfer a sum of money to defray the Town's expenses for the ensuing fiscal year, according to the following line item budget, with the maximum amount to be appropriated as shown in the column entitled "FY 2023 Department Request" (see Omnibus Budget), or take any other action relating thereto.

Submitted by the Board of Selectmen

Explanation: This article seeks to fund the annual operating budgets for the various Town Departments.

The Board of Selectmen recommends approval of Article 2 by a vote of 5-0

The Finance Committee recommends approval of Article 2 by a vote of 6-0

DEPARTMENT		FY 2022 BUDGET	FY 2023 DEPARTMENT REQUEST	FY 2023 FINANCE COMMITTEE RECOMMEND	FY 2023 TOWN MGR RECOMMEND
MODERATOR					
SALARY	1	200	200	200	200
TOTAL		200	200	200	200
SELECTMEN					
SALARY-ELECTED	2	15,500	15,500	15,500	15,500
SALARY/WAGE	3	411,950	459,755	436,055	436,055
EXPENSE	4	38,500	38,500	38,500	38,500
LEG/ENG/CONSULTING	5	385,000	385,000	385,000	385,000
TOTAL		850,950	898,755	875,055	875,055
FINANCE COMMITTEE					
RESERVE FUND	6	87,700	100,000	100,000	100,000
EXPENSE	7	70,000	75,000	75,000	75,000
TOTAL		157,700	175,000	175,000	175,000
TOWN ACCOUNTANT					
SALARY/WAGE	8	300,236	328,535	304,765	304,765
EXPENSE	9	2,675	3,175	3,175	3,175
TOTAL		302,911	331,710	307,940	307,940
ASSESSORS					
SALARY-APPOINTED	10	3,000	3,000	3,000	3,000
SALARY/WAGE	11	310,995	291,528	266,788	266,788
EXPENSE	12	6,400	6,000	6,000	6,000
TOTAL		320,395	300,528	275,788	275,788
TREASURER/TAX COLLECTOR					
SALARY/WAGE	13	264,972	274,760	274,760	274,760
EXPENSE	14	48,900	47,400	47,400	47,400
DEBT SERVICE	15	2,500	2,500	2,500	2,500
FORECLOSURE	16	12,000	12,000	12,000	12,000
TOTAL		328,372	336,660	336,660	336,660
HUMAN RESOURCES					
SALARY/WAGE	17	387,660	436,813	436,813	436,813
EXPENSE	18	113,519	112,837	100,637	100,637
TOTAL		501,179	549,650	537,450	537,450

DEPARTMENT		FY 2022 BUDGET	FY 2023 DEPARTMENT REQUEST	FY 2023 FINANCE COMMITTEE RECOMMEND	FY 2023 TOWN MGR RECOMMEND
INFORMATION TECHNOLOGY					
SALARY/WAGE	19	374,048	389,985	389,985	389,985
EXPENSE	20	314,328	329,882	321,756	321,756
EQUIPMENT REPLACEMENT	21	27,000	27,000	27,000	27,000
TOTAL		715,376	746,867	738,741	738,741
TOWN CLERK					
SALARY-ELECTED	22	93,355	98,890	98,890	98,890
SALARY/WAGE	23	105,251	108,890	108,890	108,890
EXPENSE	24	9,175	8,875	8,875	8,875
TOTAL		207,781	216,655	216,655	216,655
ELECTIONS & REGISTRATIONS					
SALARY/WAGE	25	63,095	66,486	66,486	66,486
EXPENSE	26	23,000	27,200	27,200	27,200
TOTAL		86,095	93,686	93,686	93,686
CONSERVATION					
SALARY/WAGE	27	228,350	220,561	220,561	220,561
EXPENSE	28	5,336	5,824	5,824	5,824
HERRING EXPENSE	29	500	500	500	500
TOTAL		234,186	226,885	226,885	226,885
NATURAL RESOURCES					
SALARY/WAGE	30	508,932	643,420	643,420	643,420
EXPENSE	31	132,840	195,960	189,710	189,710
PROPAGATION	32	135,000	240,650	240,650	240,650
TOTAL		776,772	1,080,030	1,073,780	1,073,780
PLANNING BOARD					
EXPENSE	33	1,125	11,125	11,125	11,125
TOTAL		1,125	11,125	11,125	11,125
PLANNING DEPARTMENT					
SALARY/WAGE	34	142,730	152,930	152,930	152,930
EXPENSE	35	4,125	4,125	4,125	4,125
TOTAL		146,855	157,055	157,055	157,055
TOWN HALL					
EXPENSE	36	282,000	282,000	282,000	282,000
TOTAL		282,000	282,000	282,000	282,000

DEPARTMENT		FY 2022 BUDGET	FY 2023 DEPARTMENT REQUEST	FY 2023 FINANCE COMMITTEE RECOMMEND	FY 2023 TOWN MGR RECOMMEND
POLICE					
SALARY/WAGE	37	4,404,421	4,610,509	4,610,509	4,610,509
EXPENSE	38	317,681	317,681	317,681	317,681
DISPATCHERS SALARY/WAGE	39	548,095	571,660	571,660	571,660
TOTAL		5,270,197	5,499,850	5,499,850	5,499,850
FIRE					
SALARY/WAGE	40	4,158,990	4,347,867	4,347,867	4,347,867
EXPENSE	41	507,723	521,018	514,693	514,693
TOTAL		4,666,713	4,868,885	4,862,560	4,862,560
BUILDING INSPECTOR					
SALARY/WAGE	42	332,993	350,826	341,776	341,776
EXPENSE	43	29,375	32,070	32,070	32,070
TOTAL		362,368	382,896	373,846	373,846
TREE WARDEN					
EXPENSE	44	-	-	-	-
TOTAL		-	-	-	-
SCHOOL					
BUDGET	45	23,299,435	24,003,261	23,402,261	23,402,261
TOTAL		23,299,435	24,003,261	23,402,261	23,402,261
DPW					
SALARY/WAGE	46	2,756,526	2,827,614	2,827,614	2,827,614
EXPENSE	47	965,420	1,098,985	1,098,985	1,098,985
BUILDINGS & GROUNDS	48	1,300,311	1,440,481	1,440,481	1,440,481
TOTAL		5,022,257	5,367,080	5,367,080	5,367,080
SNOW & ICE					
EXPENSE	49	116,570	116,570	116,570	116,570
TOTAL		116,570	116,570	116,570	116,570
STREET LIGHTING					
EXPENSE	50	22,000	22,000	22,000	22,000
TOTAL		22,000	22,000	22,000	22,000
TRANSFER STATION					
EXPENSE	51	1,078,249	1,120,062	1,120,062	1,120,062
TOTAL		1,078,249	1,120,062	1,120,062	1,120,062

DEPARTMENT		FY 2022 BUDGET	FY 2023 DEPARTMENT REQUEST	FY 2023 FINANCE COMMITTEE RECOMMEND	FY 2023 TOWN MGR RECOMMEND
WASTEWATER					
SALARY	52	111,265	119,139	119,139	119,139
EXPENSE	53	-	13,450	13,450	13,450
TOTAL		111,265	132,589	132,589	132,589
CEMETERY					
EXPENSE	54	15,000	15,000	15,000	15,000
TOTAL		15,000	15,000	15,000	15,000
HEALTH					
SALARY-APPOINTED	55	3,000	3,000	3,000	3,000
SALARY/WAGE	56	321,105	309,339	309,339	309,339
EXPENSE	57	63,040	63,540	63,540	63,540
TOTAL		387,145	375,879	375,879	375,879
COUNCIL ON AGING					
SALARY/WAGE	58	264,680	278,845	270,485	270,485
EXPENSE	59	43,627	45,973	45,973	45,973
TOTAL		308,307	324,818	316,458	316,458
VETERANS					
EXPENSE	60	121,000	110,000	110,000	110,000
MEMBERSHIP	61	41,500	45,650	45,650	45,650
TOTAL		162,500	155,650	155,650	155,650
HUMAN SERVICES					
SALARY/WAGE	62	85,601	91,228	91,228	91,228
EXPENSE	63	51,910	51,910	51,910	51,910
TOTAL		137,511	143,138	143,138	143,138
LIBRARY					
SALARY/WAGE	64	529,898	554,725	554,725	554,725
EXPENSE	65	193,467	208,624	208,624	208,624
TOTAL		723,365	763,349	763,349	763,349
RECREATION					
SALARY/WAGE	66	296,871	317,433	317,433	317,433
EXPENSE	67	32,125	30,875	30,875	30,875
TOTAL		328,996	348,308	348,308	348,308

DEPARTMENT		FY 2022 BUDGET	FY 2023 DEPARTMENT REQUEST	FY 2023 FINANCE COMMITTEE RECOMMEND	FY 2023 TOWN MGR RECOMMEND
HISTORICAL					
TEMP WAGE	68	9,000	10,000	10,000	10,000
EXPENSE	69	6,830	6,830	6,830	6,830
TOTAL		15,830	16,830	16,830	16,830
CULTURAL COUNCIL					
EXPENSE	70	90	90	90	90
TOTAL		90	90	90	90
PRINCIPAL INSIDE 2 1/2	71	1,173,797	978,800	978,800	978,800
PRINCIPAL OUTSIDE 2 1/2	72	805,000	795,000	795,000	795,000
INTEREST INSIDE 2 1/2	73	209,138	170,040	170,040	170,040
INTEREST OUTSIDE 2 1/2	74	261,125	232,975	232,975	232,975
Principal & Interest					
TEMP BORROW INSIDE 2 1/2	75	117,280	22,875	22,875	22,875
Principal & Interest					
TEMP BORROW OUTSIDE 2 1/2	76	13,970	31,000	31,000	31,000
RETIREMENT EXPENSE	77	3,704,763	4,062,220	4,062,220	4,062,220
UNEMPLOYMENT	78	40,000	40,000	40,000	40,000
MEDICAL INSURANCE	79	7,543,742	8,731,590	8,251,590	8,251,590
GROUP INSURANCE	80	15,845	15,845	15,845	15,845
MEDICARE	81	485,155	533,671	533,671	533,671
TOWN INSURANCE	82	946,520	1,057,815	1,057,815	1,057,815
TOTAL		62,256,030	65,734,892	64,531,371	64,531,371

Article 3

To see if the Town will vote to appropriate and transfer the sum of \$1,385,740 from available funds to various department Capital Accounts, as specified in the chart accompanying this Article, or take any other action relating thereto.

Submitted by the Board of Selectmen

FISCAL YEAR 2023 CAPITAL IMPROVEMENT PROGRAM		
REQUESTS BY DEPARTMENT	FY 2023 CIP COMMITTEE RECOMMENDATIONS	FY 2023 TOWN MANAGER RECOMMENDATIONS
<i>DPW</i>		
Replace 2014 Ford F550	\$ 110,000	\$ 110,000
Replace 2017 John Deere Tractor	\$ 63,500	\$ 63,500
Replace 2002 Evaco Trailer	\$ 35,000	\$ 35,000
Replace 1997 CAT ITG Loader (Year 1 of 3)	\$ 80,000	\$ 80,000
Total DPW	\$ 288,500	\$ 288,500
<i>FIRE</i>		
Purchase 2 Vehicles (Chief 371/Inspector 373)	\$ 130,000	\$ 130,000
Replace SCBA Compressor & Fill Station	\$ 85,000	\$ 85,000
Total Fire	\$ 215,000	\$ 215,000
<i>INFORMATION TECHNOLOGY</i>		
VMWare Server - Town Hall	\$ 50,000	\$ 50,000
Total Information Technology	\$ 50,000	\$ 50,000
<i>NATURAL RESOURCES</i>		
Replace Trucks	\$ 90,200	\$ 90,200
Water Quality Sonde Replacements (3 @\$30,000)	\$ 90,000	\$ 90,000
Total Natural Resources	\$ 180,200	\$ 180,200
<i>PLANNING & CONSTRUCTION</i>		
Flooring Replacement	\$ 89,640	\$ 89,640
MMHS Gymnasium Upgrades	\$ 75,000	\$ 75,000
Quashnet Gymnasium Upgrades	\$ 155,000	\$ 155,000
Total Planning & Construction	\$ 319,640	\$ 319,640
<i>POLICE</i>		
10 Police Vehicles (Year 3 of 3)	\$ 156,000	\$ 156,000
4 Police Vehicles (Year 2 of 3)	\$ 56,000	\$ 56,000
Total Police	\$ 212,000	\$ 212,000

SCHOOL		
Kitchen Equipment Upgrades	\$ 25,000	\$ 25,000
Chromebook Leases	\$ 45,000	\$ 45,000
Interactive Board Systems in Classrooms	\$ 25,000	\$ 25,000
IPAD Replacement	\$ 25,400	\$ 25,400
Total School	\$ 120,400	\$ 120,400
TOTAL ALL DEPARTMENTS	\$ 1,385,740	\$ 1,385,740

Explanation: This article is to appropriate and transfer \$1,385,740 from the Capital Stabilization Fund for the FY 2023 capital budget. This article requires a 2/3rd vote.

The Board of Selectmen recommends approval of Article 3 by a vote of 5-0

The Finance Committee recommends approval of Article 3 by a vote of 6-0

Article 4

To see if the Town will vote to approve the annual regional school district budget for the Cape Cod Regional Technical High School District for the fiscal year beginning July 1, 2022, in the amount of \$16,127,000 and further, to see if the Town will vote to raise and appropriate the sum of \$1,011,446 to meet its share of the cost of operation and maintenance of the Cape Cod Regional Technical High School District for the fiscal year beginning July 1, 2022, or take any other action relating thereto.

Submitted by the Board of Selectmen

Explanation: Mashpee's share of the Cape Cod Regional Technical High School budget is \$1,011,446. There are currently 51 students from Mashpee at the Cape Cod Regional Technical High School, an increase of 7 students from the previous year.

The Board of Selectmen recommends approval of Article 4 by a vote of 5-0

The Finance Committee recommends approval of Article 4 by a vote of 6-0

Article 5

To see if the Town will vote to approve the regional school district debt assessment for the Cape Cod Regional Technical High School District Building Project for the fiscal year beginning July 1, 2022, in the amount of \$6,081,325, and further, to see if the Town will vote to raise and appropriate the sum of \$473,869 to meet its share of the cost of debt for the Cape Cod Regional Technical High School District Building Project for the fiscal year beginning July 1, 2022, or take any other action relating thereto.

Submitted by the Board of Selectmen

Explanation: Mashpee's share of the Cape Cod Regional Technical High School debt for the Cape Cod Regional Technical High School Building Project for Fiscal Year 2023 is \$473,869.

The Board of Selectmen recommends approval of Article 5 by a vote of 5-0

The Finance Committee recommends approval of Article 5 by a vote of 6-0

Article 6

To see if the Town will vote to appropriate and transfer the sum of \$250,000 from revenue available for appropriation to the Other Postemployment Benefits Irrevocable Trust Fund, or take any other action relating thereto.

Submitted by the Board of Selectmen

Explanation: This article will add funds to the OPEB Irrevocable Trust Fund which was established in FY 2013 to assist the Town with meeting its potential post-employment benefits obligation.

The Board of Selectmen recommends approval of Article 6 by a vote of 5-0

The Finance Committee recommends approval of Article 6 by a vote of 6-0

Article 7

To see if the Town will vote to amend Article XVI, §174-91 of the Zoning Bylaws by substituting the term "Select Board" for "Board of Selectmen", and further, by deleting the terms "Board of Selectmen" and "Selectmen" in every other instance in which they appear in the Zoning Bylaw and inserting in their place the words "Select Board", or take any other action relating thereto.

Submitted by the Board of Selectmen

Explanation: This is a "housekeeping" article that would delete all references to "Board of Selectmen" or "Selectmen" in the Zoning Bylaw and replace said references with "Select Board", consistent with Town Meeting's approval of such an amendment to the General Bylaws pursuant to its vote under Article 1 of the October 18, 2021 Town Meeting.

The Board of Selectmen recommends approval of Article 7 by a vote of 5-0

The Finance Committee recommends approval of Article 7 by a vote of 6-0

Article 8

To see if the Town will vote to authorize the Board of Selectmen and the Conservation Commission to convey 2,940 square feet of land under the care and custody of the Town of Mashpee Conservation Commission, which land is a portion of a parcel identified as Mashpee Assessor's Parcel 30-19-0 and referenced at the Barnstable County Registry of Deeds at Book 3435, Page 86, and to accept the conveyance of 2,940 square feet of land from Jacques Fresco and Rosalie Fresco, which land is a portion of a lot identified as 3 Santuit Lane, Mashpee Assessor's Parcel 30-20-0 and referenced at the Barnstable County Registry of Deeds in Book 2879, Page 172, and to accept such land into the care and custody of the Mashpee Conservation Commission, for purposes of curing an encroachment upon Town-owned land, all as shown on a plan of land on file at the Office of the Town Clerk, and further to authorize the Board of Selectmen and the Conservation Commission to file a petition with the General Court under Article 97 of the Declaration of Rights for the purposes of this article, or take any other action relating thereto.

SEE MAP IN APPENDIX A Submitted by the Board of Selectmen and the Conservation Commission

Explanation: This Article will remedy an encroachment on Town owned land at 3 Santuit Lane by a land swap between the owners and the Town.

The Board of Selectmen recommends approval of Article 8 by a vote of 5-0

The Finance Committee recommends approval of Article 8 by a vote of 6-0

Article 9

To see if the Town will vote to authorize the total expenditures for the following revolving funds pursuant to G.L. Ch. 44 Section 53E ½ for the fiscal year beginning July 1, 2022 to be expended in accordance with the Bylaw establishing said revolving funds, heretofore approved, or take any other action relating thereto.

FUND	FY 2023 AUTHORIZATION
RECREATION	\$580,000
LIBRARY	\$20,000
SENIOR CENTER	\$15,000
HISTORICAL COMMISSION	\$2,500

Submitted by the Finance Director

Explanation: This article establishes the FY 2023 expenditure limits for departmental revolving funds.

The Board of Selectmen recommends approval of Article 9 by a vote of 5-0

The Finance Committee recommends approval of Article 9 by a vote of 6-0

Article 10

To see if the Town will vote to appropriate and transfer the sum of \$250,000 from revenue available for appropriation, to be deposited into special injury leave indemnity fund, (Injured on Duty Fund), in accordance with the provisions of General Law Chapter 41, Section 111F for the purposes of funding injury leave compensation or medical bills incurred under said law, or take any other action relating thereto.

Submitted by the Finance Director

Explanation: This article would deposit \$250,000 into the special injury leave indemnity fund (Injured on Duty Fund).

The Board of Selectmen recommends approval of Article 10 by a vote of 5-0

The Finance Committee recommends approval of Article 10 by a vote of 6-0

Article 11

To see if the Town will vote to appropriate \$522,112 to establish a budget for the PEG Access and Cable Related fund for fiscal year 2023, with said appropriation to be funded through the current balance of the fund, or take any other action relating thereto.

Submitted by the Finance Director

Explanation: The Department of Revenue now requires the Town to vote a yearly budget based on estimated expenditures from the fund for the next fiscal year. The total budget voted may not exceed the current balance within the fund.

The Board of Selectmen recommends approval of Article 11 by a vote of 5-0

The Finance Committee recommends approval of Article 11 by a vote of 5-0-1 (abstention)

Article 12

To see if the Town will vote to appropriate and transfer the sum of \$14,712.00 from the Ambulance Receipts Account to the Fire Department Expense Account, or take any other action related thereto.

Submitted by the Fire Department

Explanation: This article is to use Ambulance Receipts funds for the purchase of three (3) ProCare Stair Chairs (1 for each ambulance) used to move patients from their home to an ambulance.

The Board of Selectmen recommends approval of Article 12 by a vote of 5-0

The Finance Committee recommends approval of Article 12 by a vote of 6-0

Article 13

To see if the Town will vote to authorize the creation of four (4) additional positions within the Fire Department for full-time firefighters, contingent upon the receipt of the Federal Staffing for Adequate Fire and Emergency Response (SAFER) Grant, with said positions to be classified under the Mashpee Permanent Firefighters Association Local 2519, effective July 1, 2022, and further to authorize the Town Manager and/or Select Board to file any applications and/or take whatever other action may be necessary to secure said federal SAFER grant funds, or take any other action relating thereto.

Submitted by the Fire Department

Explanation: This article would authorize the creation of employment positions for and the hiring of four (4) additional Firefighters funded for three years by the Federal Staffing for Adequate Fire and Emergency Response Grants (SAFER) Grant. The SAFER Grant program was created to provide funding directly to fire departments to help them increase or maintain the number of trained, "front line" firefighters available in their communities. These positions will only be created if the Federal SAFER Grant is approved. The increase in staff would ensure that the Town is meeting applicable NFPA staffing and deployment standards. The Town of Mashpee would be responsible for all salaries and expenses after three years or upon the expiration of the Federal SAFER Grant funds.

The Board of Selectmen recommends approval of Article 13 by a vote of 5-0

The Finance Committee recommends approval of Article 13 by a vote of 6-0

Article 14 *HOLD*

To see if the Town will vote to raise, borrow or transfer from available funds and appropriate the sum of \$_____ to provide for road improvement projects under the Chapter 90 program, or take any other action relating thereto.

Submitted by the Department of Public Works

Explanation: This article authorizes use of funds which will be 100% reimbursed by the Commonwealth of Massachusetts. The budget approved each fiscal year by the Legislature and Governor establishes the total funding available for Chapter 90 local transportation aid for that year. These funds are then apportioned to the 351 Massachusetts towns and cities. The funding authorized by this article is the maximum anticipated Town's share of the FY22 Chapter 90 program.

The Board of Selectmen recommends approval of Article 14 by a vote of *HOLD*

The Finance Committee recommends approval of Article 14 by a vote of 6-0

Article 15

To see if the Town will vote to appropriate the sum of \$446,205, for the operation of the Kids Klub Enterprise Fund for Fiscal Year 2023; said sum to be raised from \$446,205 in receipts of the Enterprise, or take any other action relating thereto.

Submitted by the Recreation Department

<u>Estimated Revenues</u>	
Registration Fees	\$ 3,500
Tuition	\$ 442,430
Investment Income	\$ 275
<u>Total Budgeted Revenue</u>	<u>\$ 446,205</u>
<u>Estimated Expenses</u>	
Salary (full-time; incl. long.)	\$ 290,256
Salary (part-time)	\$ 49,500
Benefits (Health, Life, Medicare)	\$ 52,400
<u>Building Expenses</u>	<u>\$ 54,049</u>
<u>Total Budgeted Expenses</u>	<u>\$ 446,205</u>
<u>Net Profit/Loss</u>	<u>\$0</u>

Explanation: The proposed Recreation Enterprise budget for fiscal year 2023 will authorize the Recreation Department to operate a toddler/pre-school program as a self-sufficient, self-funded operation. All costs related to this program are projected are to be offset by the revenues of the program. Any monies in excess of the expenses are to remain in the account.

The Board of Selectmen recommends approval of Article 15 by a vote of 5-0

The Finance Committee recommends approval of Article 15 by a vote of 6-0

Article 16

To see if the Town will vote to appropriate and transfer from the FY 2023 Community Preservation Fund Estimated Revenues, the sum of \$40,000 to the Community Preservation Committee Administrative and Operating Expense Account, pursuant to the provisions of M.G.L., Chapter 44B, §5, including any necessary costs related thereto, as recommended by the Community Preservation Committee or take any other action relating thereto.

Submitted by the Community Preservation Committee

Explanation: To provide annual funding in FY 2023 for the administrative and operational costs of the Community Preservation Committee which includes project costs associated with and incidental to the Community Preservation Committee. Under the CPA Act, up to 5% of the annual CPA funds may be spent on the operation and administrative costs of the Community Preservation Committee. Funding supports legal and professional fees, technical reviews, appraisal costs, signage, annual Community Preservation Coalition dues, administrative wages, office supplies and similar costs associated with and incidental to the development of a CPA project.

The Community Preservation Committee recommends approval of Article 16 by a vote of 7-0.

The Board of Selectmen recommends approval of Article 16 by a vote of 5-0

The Finance Committee recommends approval of Article 16 by a vote of 6-0

Article 17

To see if the Town will vote to continue participation in the Community Septic Management Program and the Massachusetts Clean Water Trust for the purpose of making loans to residents of the Town for repairing and/or upgrading residential septic systems pursuant to agreements between the Board of Health and residential property owners, including all costs incidental and related thereto, or to take any other action relative thereto.

Submitted by the Board of Health

Explanation: The Commonwealth of Massachusetts, through the Massachusetts Clean Water Trust, has provided approximately \$660,000.00 at 0% interest to the Town of Mashpee to assist homeowners in complying with failed Title V systems since 1998. The loans are available to homeowners at 5% interest, to cover any ongoing costs of the program. Loans must be secured by a betterment assessed by the Town on the property being improved by the loan. The repayment of the loans to the town with the 5% interest is being repaid through previously issued property betterments. In order for the town to be able to re-loan funds to future additional septic projects, the town must annually reauthorize/re-approve participation in the Community Septic Management Program. Failure to reauthorize participation in the Program will restrict the town from re-lending funds to homeowners with failed septic systems. The repaid monies will be held in an account with the principal amount repaid to the Massachusetts Clean Water Trust as scheduled.

The Board of Selectmen recommends approval of Article 17 by a vote of 5-0

The Finance Committee recommends approval of Article 17 by a vote of 6-0

Article 18

To see if the Town will vote to amend the general bylaws as follows:

General Bylaws, Chapter 147, Article III

§147-6 Deposit of Snow on Town Ways and Property; Violations and Enforcement.

No person other than an employee in the service of the Town or an employee in the service of an independent contractor acting for the Town shall pile, push, plow, or otherwise deposit snow or ice on to a Town way, private way open to public use designated by the Select Board for purposes of G.L. c. 40, §6C, bikeways, parks, parking areas or other Town owned property so as to impede the flow of vehicular or pedestrian traffic on such ways or interfere with the public use of such property. Whoever violates this section shall be punished by a fine of two hundred dollars for each offense. The provisions of this Chapter shall be enforced by the Mashpee Police Department, the Director of Public Works, or his/her designee. The provisions of MGL C. 40, §21D, providing for noncriminal disposition of violations shall be applicable and the person taking cognizance of any violation hereof may issue to the offender a written notice as provided for in said §21D as an alternative to District Court criminal proceedings or other available enforcement remedies, or take any other action relating thereto.

Submitted by the Department of Public Works

Explanation: This Article would amend the town's general bylaws to prevent contractors from plowing snow from private property onto Town roads, particularly from commercial parking lots.

The Board of Selectmen recommends approval of Article 18 by a vote of 5-0

The Finance Committee recommends approval of Article 18 by a vote of 6-0

Article 19

To see if the Town will vote to appropriate and transfer the sum of \$195,000 from the Waterways Improvement Fund to the Engineering/Permitting/Dredging and Associated Expense Account or take any other action relating thereto.

Submitted by the Waterways Commission

Explanation: This Article will provide funds for various Waterways projects.

The Board of Selectmen recommends approval of Article 19 by a vote of 5-0

The Finance Committee recommends approval of Article 19 by a vote of 6-0

Article 20

To see if the Town will vote to authorize and empower the Board of Selectmen to prepare a plan laying out and defining Christopher Lane and to accomplish said purpose and for expenses related thereto, the Town vote to appropriate and transfer from revenue available for appropriation \$5,000 to the Christopher Lane Roadways Account, or take any other action relating thereto.

SEE MAP IN APPENDIX A

Submitted by Petition

Explanation: This Article authorizes the Town to layout and define Christopher Lane and to appropriate funding for this purpose.

The Board of Selectmen recommends approval of Article 20 by a vote of 5-0

The Finance Committee recommends approval of Article 20 by a vote of 6-0

Article 21

To see if the Town will vote to accept the layouts as public ways of Oldham Circle, as shown on plans entitled "Oldham Circle, Road Taking Plan," in Mashpee, MA (Barnstable County), dated December 20, 2020 and prepared by Cape & Islands Engineering, Inc., which layouts shall have been filed in the Office of the Town Clerk not later than seven days prior to the date of vote hereunder, and to authorize the Board of Selectmen to acquire by gift, purchase, or eminent domain taking any land necessary for the purposes of such ways as so laid out, and to appropriate the sum of \$ 387,906.75 to the "Oldham Circle" Roadways Account, and to raise said appropriation, the Treasurer, with the approval of the Board of Selectmen, be authorized to borrow at one time, or from time to time, under and pursuant to Chapter 44 Section 7 or 8, or any other enabling authority for such purchase or taking and layout, including costs of constructing such ways, legal, financing, and other costs incidental and related thereto, and further authorize the Board of Selectmen to assess betterments to the owners of the land abutting the ways. Any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount, or take any other action relating thereto.

SEE MAP IN APPENDIX A

Submitted by Petition

Explanation: This article authorizes the Town to complete the private to public road conversion process for Oldham Circle.

The Board of Selectmen recommends approval of Article 21 by a vote of 5-0

The Finance Committee recommends approval of Article 21 by a vote of 6-0

Article 22

To see if the Town will vote to affirm that the center of community activity in Mashpee is located around the region of the confluent of Main Street (Route 130) and Great Neck Road North, wherein are located Mashpee's Community Park, Veterans' Garden, Mashpee Town Hall, Mashpee Archives, Mashpee's Community Garden, Mashpee's Historic District, Mashpee's 1831 One-Room Schoolhouse, Mashpee's Wampanoag Museum, the Mashpee River Herring Run and local businesses, or take any other action relating thereto.

Submitted by Petition

Explanation: Recent building booms in Town have created confusion in the municipality as to the location of the Town Center. At least one recent map erroneously named a privately owned shopping center as the "Town Center." This has created uncertainty for many residents and visitors. This affirmation clarifies the situation.

The Board of Selectmen recommends approval of Article 22 by a vote of 5-0

The Finance Committee recommends approval of Article 22 by a vote of 5-1

Article 23 *HOLD*

To see if the Town will vote to instruct the Mashpee Select Board to replace no later than three months from the date of this vote the current shoulder patch worn on Mashpee Police uniforms with the newly adopted Town Seal.

Submitted by Petition

Explanation: The uniform of Mashpee police officers inappropriately features an identifying shoulder patch with a symbol of a privately owned business, thus favoring one business at the expense of others, The Town Seal, created by the dedicated work of a team specially appointed town committee, is the correct signifier.

The Board of Selectmen recommends approval of Article 23 by a vote of *HOLD*

The Finance Committee makes no recommendation on Article 23 by a vote of 3-3

Article 24 *HOLD*

To see if the Town will vote to authorize the Selectmen to acquire, by purchase, gift, eminent domain, or otherwise for conservation, open space and passive recreational purposes, for the general public, consistent with the provisions of Mass. Gen. Laws, Ch. 40, §8C, and Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, the parcels of land totaling 32 acres, more or less, identified on the 2021 Mashpee Assessors' Map as Map 68 Blocks 5 and 6, Map 75 Block 1, that portion of Map 74 Block 16 lying east of a line running from that point on the south side of the layout of State Route 28 lying directly opposite the southernmost corner of Map 67 Block 9 to the northernmost corner of Map 74 Block 17, that portion of Map 75, Block 10 lying southeast of Map 68 Block 5 and Map 75 Block 1, and the remainder of Trout Pond, by completing the following steps by October 1, 2023:

1. Contact the property owner(s) to discuss and negotiate the acquisition, purchase and/or acceptance of the land by the Town, and if the Town and the property owner(s) cannot reach a mutual agreement, to proceed with an eminent domain taking per MGL Chapter 79; and

2. Prepare an update of the Town's current Open Space Conservation & Recreation Plan for submission to and approval by the Commonwealth of Massachusetts Division of Conservation Services and Secretary of Energy and Environmental Affairs to re-qualify the Town for approval and receipt of State LAND and PARC grants and grants from the Federal Land & Water Conservation Fund; and
3. Complete all the steps, including appraisals, necessary to apply for, accept and expend any funds which may be provided by the Town, the Commonwealth, the United States Government, or other public or private source to defray a portion or all of the costs of acquiring or purchasing said property, including but not limited to, funding under the Community Preservation Act, General Laws, Ch. 44B, and/or the Self-Help Act, General Laws, Ch. 132A, Section 11, and/or the Federal Land & Water Conservation Fund, P.L. 88-568, 78 Stat 897; and
4. Include and place on the Spring Annual Town Meeting Warrant in 2023 an Article to see if the Town will:
 - a. authorize the Board of Selectmen to raise and appropriate, transfer from available funds, and/or borrow a sum to fund the foregoing acquisition or purchase and all costs incidental or related thereto; provided, however, that the sum is listed and does not exceed the appraised market value of the said parcels as determined by appraisal(s) done in compliance with the Uniform Standards of Professional Appraisal Practice and approved by any State or Federal agencies from whom grants are to be sought; and
 - b. authorize the Board of Selectmen and Conservation Commission to apply for grants under the State's LAND program and/or the Federal Land & Water Conservation Fund, or any other funding source, and enter into all agreements and execute any and all instruments as may be necessary on behalf of the municipality to affect this purchase and to obtain reimbursement funding for any funds expended to purchase said lands;
 - c. authorize the Board of Selectmen to grant to a governmental agency or non-profit organization, for no consideration, a perpetual Conservation Restriction, pursuant to the provisions of General Laws, ch. 184, §31 through §33, limiting the use of the property to the purpose for which it was acquired, to be recorded at the time of closing or within a reasonable amount of time thereafter; and
 - d. authorize the Conservation Commission to assume the care, custody, control and management of the property,

or to take any other action relating thereto.

Submitted by Petition

Explanation: This article authorizes the Selectmen to acquire, by purchase, gift, eminent domain, or otherwise for conservation, open space and recreation the Trout Pond area, a Town treasure. Pre-contact artifacts have been found here. Endangered and threatened species rely on this area. Forestalling development here will help the beleaguered Mashpee River.

The Board of Selectmen recommends approval of Article 24 by a vote of *HOLD*

The Finance Committee does not recommend approval of Article 24 by a vote of 6-0

Article 25 *HOLD*

To see if the Town will vote to instruct the Town Select Board to begin each meeting with an acknowledgement of land, which affirms that the present Town of Mashpee is established upon land long occupied by the Mashpee Wampanoag people for at least the past 10,000 years.

Submitted by Petition

Explanation: An acknowledgement of land is a formal statement that recognizes and respects various Indigenous Peoples as traditional stewards of the land. Land acknowledgements have already been adopted by hundreds of municipalities around the world. The precise wording of the sentence can be determined by the five-member Mashpee Select Board.

The Board of Selectmen recommends approval of Article 25 by a vote of *HOLD*

The Finance Committee recommends approval of Article 25 by a vote of *HOLD*

Article 26 *HOLD*

To see if the Town will vote to instruct the Select Board to address immediately the growing burden of onerous property tax increases on the Town's low- and moderate-income property owners. This action should be completed in ample time in order to report to the citizenry prior to the next public hearing on the Town's tax classifications.

Submitted by Petition

Explanation: Valuation of homes in Town have risen immensely in recent years. Those increases have in turn brought about large increases in property taxes. The Town's less financially fortunate property owners are feeling the financial squeeze. Other towns, facing the same problem, have found a variety of solutions. The Mashpee Select Board should set to work immediately to find solutions to this problem.

The Board of Selectmen recommends approval of Article 26 by a vote of *HOLD*

The Finance Committee does not recommend approval of Article 26 by a vote of 6-0

Article 27

To see if the Town will vote to amend the Town of Mashpee General By-laws Chapter 127, §127.2, §127.3, §127.4, §127.5, by striking said sections in their entirety, or take any other action relating thereto.

Submitted by Petition

Explanation: This petition would reverse the impending ban on the sale of single use water bottles throughout the Town of Mashpee which is set to go into effect on September 30, 2022.

The Board of Selectmen does not recommend approval of Article 27 by a vote of 3-2

The Finance Committee recommends approval of Article 27 by a vote of 4-2

Article 28

To see if the Town will vote to establish a 10% limit on the amount by which the Town of Mashpee (the "Town") can increase residential real estate tax in a single tax year (as compared to real estate tax in the prior tax year) on any property owned, directly or indirectly, by one or more individuals aged 65 years or older. This 10% annual limit would be suspended for any tax year in which new permitted construction has been completed. Upon approval, this 10% annual limit will be in effect starting in the 2023 tax year (using the 2022 tax year as the basis by which to measure the 10% maximum increase). Once the Town determines that at least one owner of a particular parcel of residential real estate is eligible for this 10% annual limit, this limit shall continue to apply until the property is sold or otherwise transferred or until the death of the eligible owner(s), whichever occurs sooner, or take any other action relating thereto.

Submitted by Petition

Explanation: Dramatic increases in sale prices have pushed residential real estate tax assessments in Mashpee to record levels. Many vulnerable senior citizens have been subject to devastating real estate tax increases of 20% to 50%. A 10% annual tax cap protects those seniors and allows them to stay in their homes.

The Board of Selectmen does not recommend approval of Article 28 by a vote of 4-0-1 (abstention)
The Finance Committee does not recommend approval of Article 28 by a vote of 6-0

Article 29 *HOLD*

To see if the Town will vote to amend §174-3 of the Mashpee Zoning By-Law, Terms Defined as follows:

Photovoltaic System (also referred to as Photovoltaic Installation): An active solar energy system that converts solar energy directly into electricity.

Rated Nameplate Capacity: The maximum rated output of electric power production of a photovoltaic system in watts of Direct Current (DC).

Solar Collector: A device, structure or a part of a device or structure for the primary purpose of harvesting solar energy for use in a solar energy system.

Solar Energy: Radiant energy received from the sun that can be collected in the form of heat or light by a solar collector.

Solar Energy System: A device or structural design feature for the collection, storage and distribution of solar energy for space heating or cooling, electricity generation or water heating.

Solar Energy System, Active: A solar energy system that collects and transforms solar energy into another form of energy or transfers heat from a solar collector to another medium, via mechanical, electrical or chemical means.

Solar Energy System, Grid-Intertie: A photovoltaic system or other active solar energy system designed to generate electricity that is connected to an electric circuit served by an electric utility.

Solar Energy System, Ground-Mounted: An active solar energy system that is structurally mounted to the ground and is not roof-mounted; may be of any size (small-, medium- or large-scale).

Solar Energy System, Large Scale: An active solar energy system that occupies more than 40,000 square feet of surface area (equivalent to a rated nameplate capacity of about 250kW DC or greater).

Solar Energy System, Medium Scale: An active solar energy system that occupies more than 1,750 but less than 40,000 square feet of surface area (equivalent to a rated nameplate capacity of about 10-150 kW DC).

Solar Energy System, Off-Grid: A photovoltaic system or other active solar energy system designed to generate electricity in which the circuits energized by the solar energy system are not electrically connected in any way to electric circuits that are served by an electric utility.

Solar Energy System, Passive: A solar energy system that captures solar light or heat without transforming it to another form of energy or transferring the energy via a heat exchanger.

Solar Energy System, Roof-Mounted: An active solar energy system that is structurally mounted to the roof of a building or structure; may be of any size (small-, medium- or large-scale).

Solar Energy System, Small-Scale: An active solar energy system that occupies 1,750 square feet of surface area or less (equivalent to a rated nameplate capacity of about 15 kW DC or less).

Submitted by the Petition

Explanation: This amendment serves to define terms that are used in the new proposed Solar Energy Systems Overlay District.

The Board of Selectmen recommends approval of Article 29 by a vote of *HOLD*

The Finance Committee recommends approval of Article 29 by a vote of *HOLD*

Article 30 *HOLD*

To see if the Town will vote to amend §174-4, Enumeration of Districts by adding:

SOLAR ENERGY SYSTEMS OVERLAY DISTRICT

Submitted by Petition

Explanation: This article would create and establish a Solar Energy System Overlay District as enumerated in proposed Section 174-45.7.

The Board of Selectmen recommends approval of Article 30 by a vote of *HOLD*

The Finance Committee recommends approval of Article 30 by a vote of *HOLD*

Article 31 *HOLD*

To see if the Town will vote to amend §174-5, Establishment of Zoning Map by adding §174-5 (H) as follows:

The Solar Energy Systems Overlay District shall include all of the parcels of land described as follows:

All of the land as shown on Town of Mashpee Assessor Fiscal Year 2022 Tax Maps: 72-117; 72-113; 72-112; 72-111; 72-110; 72-118; 79-80; 79-79; 79-71; 79-72; 79-73; 79-74; 79-75; 79-76; 79-77 and 79-78.

All are located in the R-5 and C-2 Zoning District.

Submitted by Petition

Explanation: This article is intended to define by reference to the Mashpee Assessor Fiscal Year 2022 tax maps, the land within the Solar Energy Systems Overlay District that should be attached to this zoning map.

The Board of Selectmen recommends approval of Article 31 by a vote of *HOLD*

The Finance Committee recommends approval of Article 31 by a vote of *HOLD*

Article 32 *HOLD*

To see if the Town will vote to amend §174-25 (H)(12) of the Mashpee Zoning By Law "Table of Use Regulations by adding "SP" under Zoning Districts R-5 and C-2

TYPE OF USE	RESIDENTIAL		COMMERCIAL			INDUSTRIAL
	R-3	R-5	C-1	C-2	C-3	I-1
Medium-scale and Large-scale Ground mounted Solar Energy Systems, provided that neighboring properties are effectively protected from any significant adverse impacts from glare, that any such systems are properly fenced or otherwise secured, and that no hazardous materials are stored in quantities greater than permitted by other sections of this By-Law, subject to approval by the Plan Review Committee and Design Review Committee. (Allowed by SP under 174-45.7 only in the Solar Energy System Overlay District).		SP		SP		PR

Submitted by Petition

Explanation: This article would allow the development of medium and large scale solar energy systems in the residential (R-5) and commercial (C-2) zoning districts with a Special Permit from the Planning Board provided they are within the Solar Energy Systems Overlay District.

The Board of Selectmen recommends approval of Article 32 by a vote of *HOLD*

The Finance Committee recommends approval of Article 32 by a vote of *HOLD*

Article 33 *HOLD*

To see if the Town will vote to amend Article VII Land Space Requirement, Section 174-31, Land Space Requirement Table by adding footnote "25" to "maximum of lot coverage (percent)." Footnote 25 would read as follows:

Structures erected solely for the purpose of roof-mounted solar energy systems in permitted parking lots/areas shall not contribute to a parcel's lot coverage maximum but shall comply with all setback criteria of the applicable zoning district. For medium and large scale solar energy systems requiring a special permit from the Planning Board, pursuant to Sec.174-25(H)12 Solar Energy Systems Overlay District, the Planning Board may, at its sole discretion, approve in its decision a solar energy system whose lot coverage exceeds 20% in consideration of site specific conditions.

Submitted by Petition

Explanation: Rationale and support for zoning change to enhance the density of solar projects in Mashpee: In 2018 the Commonwealth of Massachusetts put forth a new solar initiative called the Smart program. This groundbreaking concept will help Massachusetts be a leader in solar energy. Given the high cost of land in Mashpee, it is essential to achieve enough density to make a solar project meaningful. The proposed footnote to the By-Law will give the planning board sufficient tools and oversight to achieve an appropriate balance between solar project density and the needs of the community.

The Board of Selectmen recommends approval of Article 33 by a vote of *HOLD*

The Finance Committee recommends approval of Article 33 by a vote of *HOLD*

Article 34

To see if the Town will vote to establish within the Town of Mashpee a Solar Energy System Overlay District by adding a new Section 174-45.7 as follows:

SOLAR ENERGY SYSTEMS OVERLAY DISTRICT

A. Purpose and Intent

1. This section promotes the creation of new small, medium and large-scale, ground-mounted solar energy systems overlay district, in the areas which are delineated on a map dated January 25, 2021 and entitled "Solar Energy Systems Overlay District, ROUTE 151, ALGONQUIN AVENUE AND OLD BARNSTABLE ROAD, Mashpee, Massachusetts," (attached hereto) and which shall be considered as superimposed over other districts established by the zoning by-laws of the Town. This map, as it may be amended from time to time, is on file with the office of the Town Clerk and with any explanatory material therein, is hereby made a part of this chapter, by providing standards for the placement, design, construction, operation, monitoring, modification and removal of such installations that address public safety, minimize impacts on scenic, natural and historic resources and for providing adequate financial assurance for the eventual decommissioning of such installations. This Overlay District Ordinance is adopted pursuant to the Commonwealth of Massachusetts green Communities Act and Massachusetts General Laws Chapter 40A Section 3.

2. Uses, other than Solar Energy Systems, otherwise not permitted in the portions of a zoning district superimposed by this district shall not be permitted in this district.

3. The Solar Energy Systems Overlay District shall include all of the land within the lines described in subsection B, which are in the R-5 and C-2 zoning districts. Medium and large scale solar energy systems located in the industrial zoning district (I-1) are exempt from the requirements of this chapter and require approval only from the Plan Review Committee pursuant to the applicable dimensional criteria of the zoning district.

B. Bounds

1. Including all of the land within the following described lines:

Property Description: The land in the Town of Mashpee, Barnstable County, Massachusetts beginning at the Northeast corner of the premises at Route 151; thence South 05°54'17" West, a distance of 203.10'; thence South 82°22'02" East, a distance of 107.07'; thence South 08°34'16" West, a distance of 154.18'; thence South 84°05'40" East, a distance of 272.51'; thence South 09°46'40" West, a distance of 1,026.79' by Algonquin Avenue; thence North 77°51'29" West, a distance of 320.36' by Old Barnstable Road; thence South 89°31'13" West, a distance of 731.65' by Old Barnstable Road; thence North 73°24'07" West, a distance of 125.90' by Old Barnstable Road; thence North 66°44'57" West, a distance of 568.90' by Old Barnstable Road; thence Northerly along centerline old brick yard road West, a distance of 1,080'+/-; thence North 83°31'22" West, a distance of 27.59' +/- to ditch; thence Northerly along ditch West a distance of 175'+/-; thence North 85°34'30" East a distance of 5'+/-; thence North 24°26'35" West, a distance of 150.11' to Old Barnstable Road; thence With a curve turning to the left with an arc length of 76.29' by Route 151 with a radius of 4,189.42' to a concrete bound; thence South 09°02'50" East, a distance of 159.61'; thence South 10°46'40" East a distance of 42.72'; thence South 04°15'30" East, a distance of 206.16'; thence South 76°43'49" East, a distance of 300.57'; thence North 09°46'40" East, a distance of 433.00' to Route 151; thence South 84°05'40" East, a distance of 63.18' by Route 151; thence With a curve turning to the left with an arc length of 37.30' with a radius of 25.00'; thence South 09°46'40" West, a distance of 154.04'; thence South 80°13'20" East, a distance of 199.99'; thence North 09°46'36" East, a distance of 190.94' to Route 151; thence South 84°05'40" East, a distance of 405.08' along Route 151, which is the point of beginning and having an area of 39.674 acres.

Meaning and intending to include all of the land as shown on Town of Mashpee Assessor Fiscal Year 2021 Tax Maps: 72-117; 72-113; 72-112; 72-111; 72-110; 72-118; 79-80; 79-79; 79-71; 79-72; 79-73; 79-74; 79-75; 79-76; 79-77 and 79-78.

C. Permitted Uses

Within the Solar Energy Systems Overlay District, the following uses are permitted provided all necessary permits, orders and approvals required by local, state and federal law are obtained.

1. Any medium or large scale solar energy system shall be allowed in the Solar Energy Overlay District only after the issuance of a Special Permit by the Planning Board. In issuing such Special Permit, the Board shall ensure that neighboring properties are effectively protected from any significant adverse impacts from glare that any such systems are properly fenced or otherwise secured and that no hazardous materials are stored in quantities greater than permitted by other sections of this by-law, subject to approval by the Plan Review Committee and Design Review Committee.
2. The Solar Energy System's owner or operator shall maintain the facility in good condition. Maintenance shall include, but not be limited to, painting, structural repairs and integrity of security measures. Site access shall be maintained to a level acceptable to the local Fire Chief and Emergency Management Director. The owner or operator shall be responsible for the cost of maintaining the ground-mounted solar energy system and any access road(s).

D. Dimensional Criteria

Small, Medium and Large Scale Solar Energy Systems

1. Small, Medium and Large Scale Solar Energy Systems may be accessory to another principal structure or use provided that they satisfy the dimensional criteria and performance standards contained in this section.
2. Ground-mounted solar energy systems shall be set back a distance of at least 100 feet from a public or private way. The Planning Board may reduce the minimum setback distance as appropriate based on site-specific considerations.
3. Ground-mounted solar energy systems shall be set back a distance of at least 125 feet from any inhabited residence, and 100 feet from any property in residential use. For the purposes of this section, a residence is defined as a primary living structure and not accessory structures. The Planning Board may reduce the minimum setback distance as appropriate based on site-specific considerations.
4. Ground-mounted solar energy systems shall be set back a distance of at least 50 feet from any commercial property or use and 25 feet from any industrial property or use notwithstanding the provisions of paragraph 2 above (relative to medium and large scale solar energy systems). The Planning Board may reduce the minimum setback distance as appropriate based on site-specific considerations.
5. Ground-mounted solar energy systems shall be set back a distance of at least 50 feet from abutting conservation land and any property not included in the Ground-mounted solar array application. The Planning Board may reduce the minimum setback distance as appropriate based on site specific considerations.
6. Fixed tilt Ground-mounted solar energy systems shall have a maximum height of 15 feet above grade. In the case of single or dual axis tracking Ground-mounted solar energy systems, the Planning Board may increase the maximum height as appropriate based on site-specific considerations.

7. Inverters, energy storage systems, and transmission system substations shall be set back a distance of at least 200 feet from any residence. The Planning Board may reduce the minimum setback distance as appropriate based on site-specific conditions.

E. Special Permits Rules and Application Requirements

A Solar Energy System Special Permit shall not be granted unless each of the following requirements, in addition to the requirements in §174-24 C Special Permit use, are satisfied:

1. A properly completed and executed application form and application fee.
2. Any requested waivers. To this end, as part of its Special Permit decision, the Planning Board may, at its sole discretion, establish a lot coverage maximum that exceeds 20% in consideration of site specific conditions.
3. Name, address, phone number and signature of the project proponent, as well as all co-proponents or property owners, if any.
4. Names, contact information and signatures of any agents representing the project proponent.
5. Name, address and contact information for proposed system installer.
6. Documentation of actual or prospective access and control of the project site sufficient to allow for construction and operation of the proposed solar energy system.
7. Proposed hours of operation and construction activity.
8. Blueprints or drawings of the solar energy system signed by a Massachusetts' licensed Registered Professional Engineer showing the proposed layout of the system and any potential shading from nearby structures.
9. Utility Notification: Evidence that the utility company that operates the electrical grid where a grid-intertie solar energy system is to be located has been informed of the system owner or operator's intent to install an interconnected facility and acknowledges receipt of such notification, and a copy of an Interconnection Application filed with the utility including a one or three line electrical diagram detailing the solar electric installation, associated components, and electrical interconnection methods, with all Massachusetts Electrical Code (527 CMR§ 12.00) compliant disconnects and overcurrent devices. Off-grid solar energy systems shall be exempt from this requirement.
10. Documentation of the major system components to be used, including the electric generating components, battery or other electric storage systems, transmission systems, mounting system, inverter, etc.
11. Preliminary Operation and Maintenance Plan for the solar energy system, which shall include measures for maintaining safe access to the installation, storm water management, vegetation controls, and general procedures for operational maintenance of the installation.

12. **Abandonment and Decommissioning Plan:** Any ground-mounted solar energy system which has reached the end of its useful life or has been abandoned (i.e., when it fails to operate for more than one year without the written consent of the Planning Board) shall be removed. The owner or operator shall physically remove the installation within 150 days of abandonment or the proposed date of decommissioning. The owner or operator shall notify the Planning Board by certified mail of the proposed date of discontinued operations and plans for removal. The Abandonment and Decommissioning Plan shall include a detailed description of how all of the following will be addressed:

- (a) Physical removal of all structures; equipment, building, security barriers and transmission lines from the site, including any materials used to limit vegetation.
- (b) Disposal of all solid and hazardous waste in accordance with local, state and federal waste disposal regulations.
- (c) Stabilization or re-vegetation of the site as necessary to minimize erosion. The Planning Board may allow landscaping or below-grade foundations left *in situ* in order to minimize erosion and disturbance of the site.
- (d) Description of financial surety for decommissioning: Proponents of ground-mounted solar energy systems shall provide a form of surety, either through escrow account, bond or other form of surety approved by the Planning Board to cover the cost of removal in the event the Town must remove the installation and remediate the landscape, in an amount and form determined to be commercially reasonable by the Planning Board, but in no event to exceed more than 125 percent of the cost of removal and compliance with the additional requirements set forth herein, as determined by the project proponent and the Town. Such surety will not be required for municipal or state-owned facilities. The project proponent shall submit a fully inclusive estimate of the costs associated with removal, prepared by a qualified engineer. The amount shall include a mechanism for calculating increased removal costs due to inflation.
- (e) It shall be a condition of any special permit that all legal documents required to enable the Town to exercise its rights and responsibilities under the plan to decommission the site, enter the property and physically remove the installation shall be provided prior to the issuance of a building permit.

F. Required Performance Standards: Small, Medium and Large Scale Solar Energy Systems

- 1. **Visual Impact Mitigation:** The site plan for a ground-mounted solar energy system shall be designated to screen the array to the maximum extent practicable year round from adjacent properties in residential use and from all roadways.
- 2. All required setbacks shall be left in their undisturbed natural vegetated condition for the duration of the solar energy system's installation. In situations where the naturally vegetated condition within required setback is not wooded and does not provide adequate screening of the solar array, the Planning Board may require additional intervention including, but not limited to:
 - (a) A landscaping plan showing sufficient trees and understory vegetation, of a type common in natural areas of Mashpee, to replicate a naturally wooded area and to constitute a visual barrier between the proposed array and neighboring properties and roadways.
 - (b) Berms along property lines and roadways with suitable plantings to provide adequate screening to neighboring properties and roadways.

3. Lighting: Lighting of ground-mounted solar energy systems shall be limited to that required for safety and operational purposes, and shall be reasonably shielded from abutting properties. Lighting shall be directed downward and shall incorporate full cut-off fixtures to reduce light pollution.

4. Signage: Signs on ground-mounted solar energy systems shall comply with all applicable regulations of this by-law and/or any Town sign by-law. A sign shall be required to identify the owner, operator and interconnected utility and provide a 24-hour emergency contact phone number. Ground-mounted solar energy systems shall not be used for displaying any advertising signage.

5. Utility Connections: Within setback distances and except where soil conditions, location, property shape, and topography of the site or requirements of the utility provider prevent it, all utility connections from grid-intertie solar energy systems shall be placed underground. Electrical transformers for utility interconnections may be above ground if required by the utility provider.

6. Vegetation Management: All land associated with the ground-mounted solar energy system shall be covered and grown in natural vegetation. The height of vegetation must be managed by regular mowing or grazing so as to minimize the amount and height of combustible material available in case of fire. Herbicides, pesticides, or chemical fertilizers shall not be used to manage vegetation. To the greatest extent practicable, a diversity of plant species shall be used, with preference given to species that are native to New England. Use of plants identified by the most recent copy of the "Massachusetts Prohibited Plant List" maintained by the Massachusetts department of Agricultural Resources is prohibited. Management of all vegetated areas shall be maintained throughout the duration of the solar energy system's installation through mechanical means without the use of chemical herbicides.

7. Noise Generation: Noise generated by ground-mounted solar energy systems and associated equipment and machinery shall conform to applicable state and local noise regulations, including the DEP's Division of Air Quality Noise Regulations, 310 CMR 7.10.

8. Fencing: Fencing around solar arrays shall provide a minimum 6" clearance between the fence bottom and the ground to allow passage of small wildlife. The Planning Board shall require resident style fencing where necessary to screen the solar energy systems year round from adjacent residences.

9. Land Clearing and Soil Erosion: Clearing of natural vegetation and topsoil shall be limited to what is necessary for the construction, operation and maintenance of the ground-mounted solar energy system. No topsoil removed during construction shall be exported from the site.

10. Erosion Control and Stormwater: Erosion Control and Stormwater Management notation shall be included to show that adequate provisions against erosion and adverse impacts of runoff are appropriately mitigated.

11. Emergency Services: The ground-mounted solar energy system owner or operator shall provide a copy of the project summary, electrical schematic, and site plan to the Mashpee Fire Department and any other neighboring Fire Department upon request. Upon request the owner or operator shall cooperate with local emergency services in developing an emergency response plan. All means of shutting down the solar energy system shall be clearly marked. The owner or operator shall identify a responsible person for public inquiries throughout the life of the installation.

Explanation: This section promotes the creation of new Solar Energy Systems Overlay District for small, medium and large-scale, ground-mounted solar energy systems on land with the Overlay District currently zoned R-5 and C-2 by providing standards for the placement, design, construction, operation, monitoring, modification and removal of such installations that address public safety, minimize impacts on scenic, natural and historic resources and for providing adequate financial assurance for the eventual decommissioning of such installation.

The Board of Selectmen recommends approval of Article 34 by a vote of *HOLD*

The Finance Committee recommends approval of Article 34 by a vote of *HOLD*

Article 35 *HOLD*

To see if the Town will vote to amend the Zoning By-law as follows:

Add a new sub-Section to any Solar Energy System Overlay District zoning bylaw by adding to the Required Performance Standards for Small, Medium and Large Scale Solar Energy Systems the following:

174-45.7 SOLAR ENERGY SYSTEMS OVERLAY DISTRICT

Section F. Required Performance Standards: Small, Medium and Large Scale Solar Energy Systems

12. Open Space Requirement. A Solar Energy System which encompasses a minimum land area of seven acres, which may be in one or more parcels, and shall consist of one acre of allowed developed area for each half acre of upland (i.e. excluding water bodies or wetlands as defined under MGL C. 131, §40) permanently set aside as undeveloped open space and deeded to the Town of Mashpee in the care and custody of its Conservation Commission (provided that said land is not subject to any previous conservation restriction or other prohibition on its development), or to a nonprofit organization, the principal purpose of which is the conservation of open space, in either case subject to a formal conservation restriction to be held by the Town of Mashpee. The developer's declaration of his choice of the open space preservation methods described above, which may be different for individual such parcels, shall be included in his application for a Special Permit to develop a Solar Energy System, along with maps and plans describing the open space areas. Any water bodies or wetlands, as defined under MGL C. 131, §40, which lie within the boundaries of the Solar Energy System shall also be permanently set aside and deeded to one of the entities identified above under the terms described. When delineating the upland to be set aside as undeveloped open space, any land which is forested shall be prioritized as open space. Before final approval of the Solar Energy System Special Permit, the developer shall also file with the Planning Board a copy of the conservation restrictions necessary to secure the permanent legal existence of the open space and a copy of any proposed deed for transfer in fee to the Town or to a nonprofit organization. Approval of the Solar Energy System shall require approval by the Planning Board of said conservation restrictions after consultation with Town Counsel. As required by law, any such restrictions may also require approval by the Commonwealth of Massachusetts. Any open space required to meet the provisions of this Section shall be surveyed, properly bounded on the ground by concrete monuments and shown on a plan recorded at the Barnstable County Registry of Deeds or Land Court Registry. Said plan shall be recorded and said boundary monuments shall be set within six (6) months of the approval of the Solar Energy System Special Permit. Any transfer of the fee title to property to the Town or a nonprofit organization shall be recorded, along with the required conservation or agricultural restrictions, within one (1) year of the approval of the Solar Energy System Special Permit. Said transfer shall be completed before the issuance of any building permit for development within said phase.

13. Setbacks from water bodies and wetlands. The developed area within a Solar Energy System development may not lie within three hundred (300) feet of any water body or stream or within one hundred (100) feet of any wetland as defined under MGL C. 131, §40.
or take any other action related thereto.

Submitted by Petition

Explanation: This article would amend the Zoning By-law to require that any Solar Energy Systems developments of seven acres or more provide open space (one half acre open space per one acre developed) as well as setbacks from water bodies (300') and wetlands (100') in order to preserve the Town's environment.

The Board of Selectmen recommends approval of Article 35 by a vote of *HOLD*

The Finance Committee recommends approval of Article 35 by a vote of *HOLD*

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.

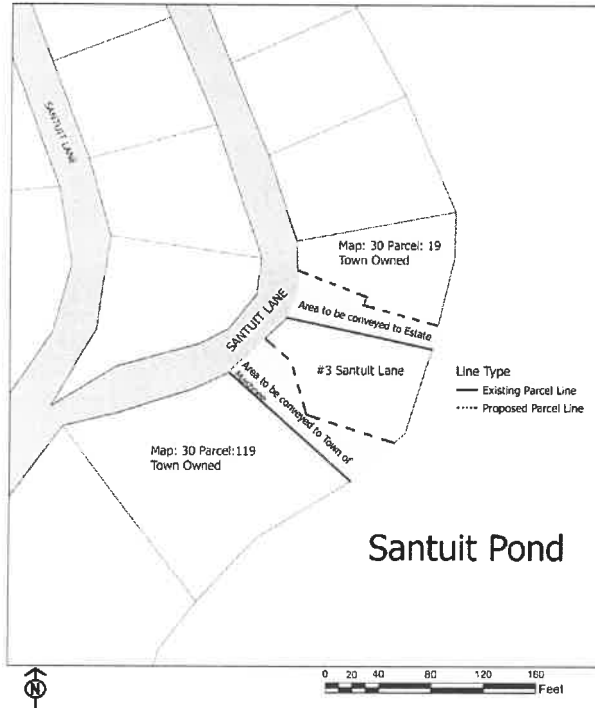
Given under our hands this 21st day of March in the year two thousand and twenty two.

Per Order of,
Board of Selectmen

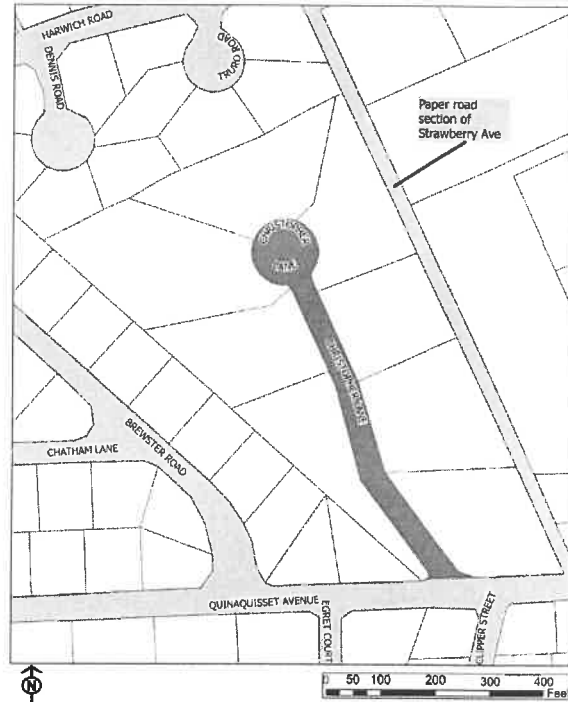
Carol A. Sherman, Chair
David W. Weeden, Vice Chair
Andrew R. Gottlieb, Clerk
John J. Cotton
Thomas F. O'Hara

"APPENDIX A"

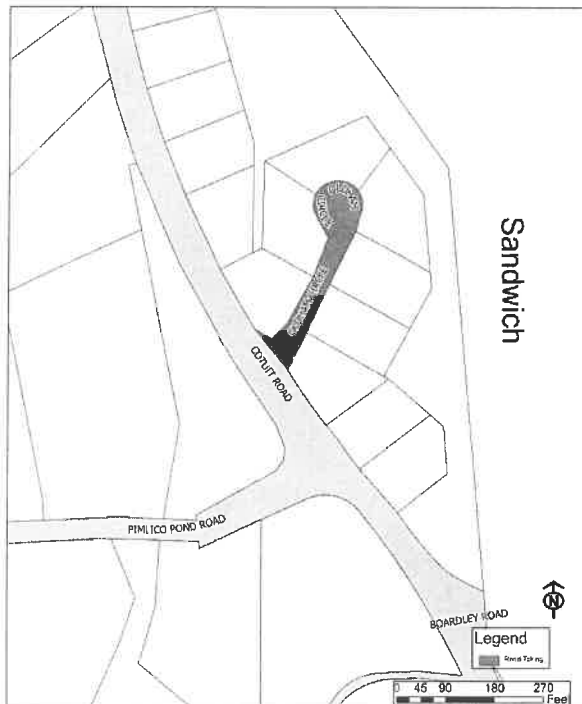
Santuit Lane Land Swap



Christopher Lane Road Taking



Oldham Circle Road Taking





Town of Mashpee

*16 Great Neck Road North
Mashpee, Massachusetts 02649*

To: Board of Selectmen

From: Deborah F. Kaye
Town Clerk

Date: March 17, 2022

Re: Annual Town Election

Attached for your approval is the May 7, 2022 Annual Town Election Warrant. Please note that one warrant contains both the Non-binding question and the Debt Exclusion Question and the other version contains only the Non-binding question.

:dk

TOWN OF MASHPEE
Annual Election Warrant
May 7, 2022

SS BARNSTABLE:

To the Constable of the Town of Mashpee

Greetings:

In the name of the Commonwealth you are hereby required to notify and warn the inhabitants of said Town who are qualified to vote in the Election to be held on Saturday, May 7, 2022, at the Quashnet School, 150 Old Barnstable Road, from 7:00 A.M. to 8:00 P.M.

HOUSING AUTHORITY Vote for One for 5 Years

LIBRARY TRUSTEE Vote for Two for 3 Years

LIBRARY TRUSTEE Vote for One for 1 Years

MODERATOR Vote for One for 3 Years

PLANNING BOARD Vote for Two for 3 Years

SCHOOL COMMITTEE Vote for One for 3 Years

SELECTMEN Vote for One for 3 Years

WATER COMMISSIONER Vote for One for 3 Years

Question 1

Non-Binding Public Advisory Question for the 2022 Spring Town Ballot Calling upon Holtec Pilgrim, LLC, owner of the closed Pilgrim Nuclear Power Station and Holtec Decommissioning International, LLC, to immediately withdraw any plans to discharge any radioactive water into Cape Cod Bay.

Whereas, Cape Cod Bay is a federal and state protected area and habitat for the endangered Right Whale; and

Whereas, Cape Cod Bay provides vital livelihood for fishermen and the tourist industry; and

Whereas, The National Academies of Science has determined there is no safe dose of ionizing radiation,

Whereas, One radioactive element of Holtec Pilgrim water is Tritium, which concentrates up the food chain from sediment to sea grasses to the fish we eat; and

Whereas, Holtec Pilgrim can discharge radioactive water anytime without approval of the Nuclear Regulatory Commission [NRC]; and

Whereas, The Attorney General of New Mexico has filed a lawsuit against the NRC for unlawful proceedings and illegal activities involving Holtec; and

Whereas, The Commonwealth has the authority to stop the dumping;

Therefore, shall the people of the Town of Mashpee, Massachusetts, direct the local government to communicate with Governor Charlie Baker, Attorney General Maura Healey, and the State Legislature to employ all means available to ensure that Holtec commits to immediately withdraw any plans to dump any radioactive water into Cape Cod Bay?

Yes ____ No ____

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this 21th day of March, 2022.

Carol A. Sherman, Chairman

David W. Weeden, Vice-Chairman

Andrew R. Gottlieb, Clerk

John J. Cotton

Thomas F. O'Hara
Mashpee Board of Selectmen

TOWN OF MASHPEE
Annual Election Warrant
May 7, 2022

SS BARNSTABLE:

To the Constable of the Town of Mashpee

Greetings:

In the name of the Commonwealth you are hereby required to notify and warn the inhabitants of said Town who are qualified to vote in the Election to be held on Saturday, May 7, 2022, at the Quashnet School, 150 Old Barnstable Road, from 7:00 A.M. to 8:00 P.M.

HOUSING AUTHORITY Vote for One for 5 Years

LIBRARY TRUSTEE Vote for Two for 3 Years

LIBRARY TRUSTEE Vote for One for 1 Years

MODERATOR Vote for One for 3 Years

PLANNING BOARD Vote for Two for 3 Years

SCHOOL COMMITTEE Vote for One for 3 Years

SELECTMEN Vote for One for 3 Years

WATER COMMISSIONER Vote for One for 3 Years

Question 1

Non-Binding Public Advisory Question for the 2022 Spring Town Ballot Calling upon Holtec Pilgrim, LLC, owner of the closed Pilgrim Nuclear Power Station and Holtec Decommissioning International, LLC, to immediately withdraw any plans to discharge any radioactive water into Cape Cod Bay.

Whereas, Cape Cod Bay is a federal and state protected area and habitat for the endangered Right Whale; and

Whereas, Cape Cod Bay provides vital livelihood for fishermen and the tourist industry; and

Whereas, The National Academies of Science has determined there is no safe dose of ionizing radiation,

Whereas, One radioactive element of Holtec Pilgrim water is Tritium, which concentrates up the food chain from sediment to sea grasses to the fish we eat; and

Whereas, Holtec Pilgrim can discharge radioactive water anytime without approval of the Nuclear Regulatory Commission [NRC]; and

Whereas, The Attorney General of New Mexico has filed a lawsuit against the NRC for unlawful proceedings and illegal activities involving Holtec; and

Whereas, The Commonwealth has the authority to stop the dumping;

Therefore, shall the people of the Town of Mashpee, Massachusetts, direct the local government to communicate with Governor Charlie Baker, Attorney General Maura Healey, and the State Legislature to employ all means available to ensure that Holtec commits to immediately withdraw any plans to dump any radioactive water into Cape Cod Bay?

Yes ____ No ____

Question 2

Shall the Town of Mashpee of be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bond issued in order to prepare design and engineering sufficient to estimate total construction costs for the wastewater collection, pumping, discharge and treatment facilities required to implement Phase 2, sections a through e, of the Mashpee Clean Water Plan?

Yes ____ No ____

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this 21th day of March, 2022.

Carol A. Sherman, Chairman

David W. Weeden, Vice-Chairman

Andrew R. Gottlieb, Clerk

John J. Cotton

Thomas F. O'Hara
Mashpee Board of Selectmen