



**AGENDA
SELECT BOARD
MONDAY, MAY 15, 2023
WAQUOIT MEETING ROOM
MASHPEE TOWN HALL
16 GREAT NECK ROAD NORTH
MASHPEE, MA 02649**

Broadcast Live on Local Cable Channel 18

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

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

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

MINUTES:

Approval of the Following: Monday, April 24, 2023 Regular Session; Monday, May 1, 2023 Regular Session

APPOINTMENTS & HEARINGS

- Introduction and Update from District Attorney Robert Galibois
- Public Comment
- Barnstable County Retirement COLA Discussion and Possible Vote: *Treasurer Craig Mayen*
- *DPW Director: Catherine Laurent:*
 - Discussion and Approval of Change to Transfer Station Schedule
 - Discussion and Approval of Transfer Station Sticker Fees
- Discussion and Approval of the Following Appointments & Resignations:
 - Appointments:
 - Community Preservation Act Committee: *Yvonne A. Avant (Term Expires June 30, 2023)*
 - Mashpee Inclusion & Diversity Committee: *Rolf Brandt (Term Expires June 30, 2023)*
 - Barnstable County Dredge Committee: *Robert Tomaino (Term Expires December 31, 2023)*
 - Resignations:
 - Zoning Board of Appeals: *Norman J. Gould (Term Expires June 30, 2024)*
 - Cultural Council: *Mary Alice Stahleker (Term Expires September 30, 2023)*
- 6:50 pm Public Hearing (Continued from April 24, 2023): Alcoholic Beverages License Amendment: 25 Market Street Inc. dba Café Trevi, 25 Market Street, Mashpee, MA 02649, for a Change or Alteration of Premises: *Samantha Davis*
- Discussion and Approval of Alcoholic Beverages License Amendment: 25 Market Street Inc. dba Café Trevi, 25 Market Street, Mashpee, MA 02649, for a Change or Alteration of Premises: *Samantha Davis*
- Discussion and Approval of Amendments to Host Community Agreement with CCC Mashpee Holdings, LLC: *Peter Freeman, Larysa Kavaleva*
- Discussion and Approval of the Following Temporary Sign Permits and Special Events:
 - Temporary Sign - Annual Boston Interiors Annual Tent Sale: May 15 – May 21, 2023
 - Temporary Sign - Annual Falmouth Rod and Gun Club Annual Yard Sale: May 23 – June 3, 2023
 - Special Event - Veteran's War Memorial and Dedication Ceremony: Saturday, June 17, 2023: *Richard DeSorgher*
 - Special Event - 3rd Annual Race Amity Day Festival: Sunday, June 11, 2023: *Rowela Kent*
 - Special Event - Second Summer Cycle: Sunday, September 17, 2023: *W. Patrick Lentell*

COMMUNICATIONS & CORRESPONDENCE

OLD BUSINESS

NEW BUSINESS

- Discussion and Approval of Revision to Select Board Policy #079 – Mashpee Inclusion and Diversity Committee
- Discussion and Possible Approval of Purchasing Electronic Voting Systems for Town Meetings:
Town Manager, Town Moderator, Town Clerk
- Discussion and Approval of July through December, 2023 Select Board Meeting Schedule

ADDITIONAL TOPICS

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

LIAISON REPORTS

WATER QUALITY UPDATES

TOWN MANAGER UPDATES

REORGANIZATION OF THE BOARD: *Nomination and Election of Chair, Vice-Chair and Clerk of the Select Board*

EXECUTIVE SESSION

Discuss Strategy with Respect to the Pending Litigation in the Matter of Department of Industrial Accidents Claim No. 1722031974 (Dean Clarke) Where an Open Meeting may have a Detrimental Effect on the Litigating Position of the Town (G.L. c. 30A, §21(a) 3)

ADJOURNMENT

MASHPEE TOWN CLERK
MAY 11 '23 PM4:02



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

Broadcast Live on Local Cable Channel 18

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

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

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

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

APPOINTMENTS & HEARINGS

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

COMMUNICATIONS & CORRESPONDENCE

OLD BUSINESS

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

NEW BUSINESS

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

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

LIAISON REPORTS

WATER QUALITY UPDATES

TOWN MANAGER UPDATES

ADJOURNMENT

Mashpee Select Board
Minutes
April 24, 2023

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

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

MINUTES:

Monday, April 3, 2023 Regular Session:

Motion made by Selectman Cotton to approve the Regular Session minutes of Monday, April 3, 2023 as presented.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

APPOINTMENTS & HEARINGS

Public Comment:

Ken Dembrowski indicated he recently submitted a letter to the Editor of the *Mashpee Enterprise* regarding the Select Board's decision to debt finance. Mr. Dembrowski indicated that leasing vehicles adds an estimated 60% to the cost of assets. Mr. Dembrowski compared the lease of four vehicles in a year-three lease (initial year 2021) and the lease of ten vehicles in year one of a three-year lease (initial year 2023). This represents an increase of 42%, and a monthly increase of 19% when amortizing 2021 to 2023.

As a result of the doubling of lease costs, Mr. Dembrowski recommended the Board avoid debt financing.

In response it was stated the Town has completed extensive studies regarding the lease/purchase option for certain Town vehicles. There are many factors to consider. Mr. Dembrowski was invited to meet with the Town Manager to further clarify the decision-making process associated to the Vehicle Replacement Program.

Mashpee Select Board
Minutes
April 24, 2023

APPOINTMENTS & HEARINGS

Discussion and Certification of the Hiring Process: Public Safety Dispatcher Gina Caia:

Correspondence was received from Police Captain Thomas Rose dated March 31, 2023 relative to the Public Safety Police Dispatcher hiring process initiated. It was affirmed that all phases of the selection process were adhered to in accordance with the policies and procedures the Town of Mashpee and its police department have established.

It is therefore requested the Select Board vote to certify the selection process for the appointment of Gina Caia to the position of Public Safety Dispatcher.

Town Manager Rodney C. Collins indicated that all Town policies and procedures were followed for the Select Board's certification. The process has been monitored and reviewed by the Town of Mashpee Human Services Department.

**Motion made by Selectman Sherman to certify the appointment of Gina Caia as Public Safety Dispatcher.
Motion seconded by Selectman O'Hara.**

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Discussion and Approval of the Following Appointments:

Council on Aging: Ron Meyerowitz Term Expires June 30, 2025); Judith Schofield (Term Expires June 30, 2024):

The Council on Aging interviewed Ron Meyerowitz and Judith Schofield for the vacant positions on the Council on Aging voting unanimously to recommend the appointment to the Select Board.

Motion made by Selectman Sherman to appoint Ron Meyerowitz to the Council on Aging for a term to expire June 30, 2025.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Motion made by Selectman Sherman to appoint Judith A. Scofield to the Council on Aging for a term to expire on June 30, 2024.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Mashpee Select Board
Minutes
April 24, 2023

Public Hearing: New Annual Wine & Malt License: Abdul Hafeez Mian dba Mashpee Country Store, located at 387 Main Street, Mashpee MA 02649: Abdul Hafeez Mian dba Mashpee Country Store:
Discussion and Approval of New Annual Wine & Malt License: Abdul Hafeez Mian dba Mashpee Country Store, located at 387 Main Street, Mashpee MA 02649: Abdul Hafeez Mian dba Mashpee Country Store:

The Select Board acting as the Licensing Authority for the Town of Mashpee opened the Public Hearing on the application of Abdul Hafeez Mian d/b/a Mashpee Country Store, Abdul Hafeez Mian, Manager, for a New Annual Wine and Malt Beverages Package Store License located at 387 Main Street, Mashpee.

Abdul Hafeez Mian, Manager was in attendance with his representing counsel to review the application with the Select Board. It was noted there are (4) Annual Wine and Malt Beverages Package Store Licenses operating in the Town of Mashpee. The Town may grant a total of (5) per the quota as authorized by the Alcoholic Beverages Control Commission (ABCC).

Mr. Mian holds a Wine & Malt and All Alcoholic Beverages License as the owner of Sandwich Mart & Spirits. At the Mashpee location Mr. Mian sells groceries and lottery tickets. To compliment his business, it is desirable to add beer and wines sales. A number of patrons have also requested these products. Multiple cameras are installed at the subject site location for added control measures.

Mr. Mian is also a U.S. citizen with no criminal record. The abutters list, a requirement of the application was submitted to the Select Board.

As per statute, the Local Licensing Authority under M.G.L. Chapter 138 §16C, the Select Board must determine the action is not detrimental to the spirits of the Mashpee Baptist Church which is in close proximity (Not abutting) to the 387 Main Street, Mashpee location.

After a brief review it was disclosed that (1) license was surrendered last year. Thus, (1) Wine & Malt License is available.

The hearing was opened to solicit comment. Being none, the Board motioned as follows;

Motion made by Selectman Cotton to close the Public Hearing.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Motion made by Selectman Cotton to approve the application of Abdul Hafeez Mian d/b/a Mashpee Country Store, Abdul Hafeez Mian, Manager for a New Annual Wine & Malt Beverages Package Store License located at 387 Main Street, Mashpee with the condition the Select Board issues a finding the establishment has no detrimental impact to the spirit of the Mashpee Baptist Church.

Motion seconded by Selectman Wyman-Colombo.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Mashpee Select Board
Minutes
April 24, 2023

APPOINTMENTS & HEARINGS

Public Hearing: Alcoholic Beverages License Amendment: 99 West, LLC dba 99 Restaurant, located at 8 Ryan's Way, Mashpee MA 02649, for a Change of Officers: 99 West, LLC dba 99 Restaurant:
Discussion and Approval of Alcoholic Beverages License Amendment: 99 West, LLC dba 99 Restaurant, located at 8 Ryan's Way, Mashpee MA 02649, for a Change of Officers: 99 West, LLC dba 99 Restaurant:

The Select Board opened the Public Hearing on the Alcoholic Beverages License application of 99 West, LLC d/b/a 99 Restaurant, for a Change of Officers, located at 8 Ryan's Way, Mashpee. The hearing notice was read aloud into the record.

The Alcoholic Beverages Control Commission (ABCC) has reviewed this application in advance, and has deemed the application to be in compliance with M.G.L. c. 138 recommending approval due to the magnitude of this transaction. Agreements have been made for the Corporation, and all fees have been paid directly to the ABCC. There is no fee collected on the local level.

The hearing was opened to solicit comment. Being none, the Select Board took the following action;

Motion made by Selectman Cotton to close the Public Hearing.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Motion made by Selectman Cotton to approve the Alcoholic Beverages License Amendment of 99 West, LLC d/b/a 99 Restaurant, 8 Ryan's Way, Mashpee for a Change of Officers.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Mashpee Select Board
Minutes
April 24, 2023

APPOINTMENTS & HEARINGS

Public Hearing: Alcoholic Beverages License Amendment: 25 Market Street Inc. dba Café Trevi, 25 Market Street, Mashpee, MA 02649, for a Change or Alteration of Premises: Samantha Davis:

Discussion and Approval of Alcoholic Beverages License Amendment: 25 Market Street Inc. dba Café Trevi, 25 Market Street, Mashpee, MA 02649, for a Change or Alteration of Premises: Samantha Davis:

As a result of an application error regarding the Notice to Abutters, it was requested the Hearing be deferred to the next Select Board meeting on May 15, 2023.

Motion made by Selectman Cotton to re-schedule the Public Hearing regarding the Alcoholic Beverages License Amendment of 25 Market Street, Inc. d/b/a Café Trevis, 25 Market Street to Monday, May 15, 2023 at a time to be determined.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Public Hearing (Continued from March 13, 2023): Discussion and Vote Relative to the Removal of Mohamad Fahd from the Mashpee Community Garden Advisory Committee (Pursuant to Mashpee Charter, Section 7-9):

Members of the Select Board resumed the Public Hearing continued from March 13, 2023 relative to the proposed removal of Mohamad Fahd as an appointed member of the Mashpee Community Garden Advisory Committee pursuant to the Mashpee Home Rule Charter, Section 7-9.

The Select Board requested closing statements from the Mashpee Community Garden Advisory Committee and from Mohamad Fahd.

Virginia Scharfenberg, Chair of the Mashpee Community Garden Advisory Committee (MCGAC) read into the record the summary statement requesting removal of Mohamad Fahd dated April 24, 2023.

Ms. Scharfenberg indicated the MCGAC has requested consideration of the Select Board to dismiss Mr. Fahd from the MCGAC. The reasons for this consideration were summarized.

As noted, Mr. Fahd does not contribute as a member of the Committee and rarely participates in conversation. Mr. Fahd has not supported the rules and procedures to ensure the beauty and ongoing care of the community garden. Mr. Fahd is disrespectful of fellow board members. Mr. Fahd disregards the rules and the purpose of the committee setting a negative example. Mr. Fahd does not regularly attend committee meetings.

Ms. Scharfenberg indicated in closing that a board or committee member should be proactive in offering ideas, assistance, and relevant questions. It is the request of the MCGAC to have the seat currently occupied by Mr. Fahd vacated so it may be filled by someone who has the same vision of a beautiful, safe, and community-spirited garden for all to enjoy.

Mashpee Select Board
Minutes
April 24, 2023

APPOINTMENTS & HEARINGS

Public Hearing (Continued from March 13, 2023): Discussion and Vote Relative to the Removal of Mohamad Fahd from the Mashpee Community Garden Advisory Committee (Pursuant to Mashpee Charter, Section 7-9: (continued)

Mr. Fahd indicated he understands this is the statement of the Mashpee Community Garden Committee.

Marjorie Hecht was in attendance on behalf of Mohamad Fahd and offered comments with respect to this regard. To avoid this type of situation from occurring again with any committee, it is recommended that regulations be written into every committee's rule that specify due process and mediation for dispute amongst members. Training in best practices is also recommended to assist in the resolution process.

Ms. Hecht indicated this is a case of personal animosity and differences. For a committee to function, not everyone has to agree on all matters.

In support of Mr. Fahd and his position Ms. Hecht stated that Mr. Fahd thought gardeners should dispose of their own plant waste and that a concrete slab for plant waste serviced by the DPW was not necessary. Mr. Fahd felt that all gardeners should have the emails of other gardeners to share information. The issue of plants intruding in the pathway should not be grounds for removal. Actions not grounds for dismissal also include the use of a laptop during meetings to take notes.

The MCGAC was noted to have been working on rule changes since 2022. The main revision recommended by Mr. Fahd was due process. Mr. Fahd has been a founding member of this committee since 2018. He is committed to the concept of providing plots to residents to grow their own food.

Ms. Hecht noted Mr. Fahd has agreed to step down from the committee as long as Mr. Fahd can retain his plot. Mr. Fahd is a gardener and does not own land to grow.

Lynne Barbee also spoke in support of Mr. Fahd stating that Freedom of Speech is a part of the issue before the Select Board. Disagreement is not a cause for removal of a committee member. By their own rules the MCGAC requires multiple warnings in writing before action is taken against a gardener.

Mediation is a better process to resolve disputes rather than coming before the Select Board. The MCGAC rejected the proposal for mediation as proposed by the Town Manager.

In closing Ms. Barbee indicated that all gardeners deserve to grow food on public land. The proposal is not specific to Mr. Fahd. It is about due process and fairness for all gardeners, residents of the Town of Mashpee. Ms. Barbee respectfully requested Mr. Fahd be re-instated as a gardener.

Mr. Fahd indicated he serves on (3) committees. His wife is Chair of the Planning Board and a member of the Community Preservation Committee. Mr. Fahd indicated he is supportive of the community and its residents to grow vegetable gardens, herbs, and flowers. In his opinion, the community garden is not a show place garden or a master gardeners' domain.

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APPOINTMENTS & HEARINGS

Public Hearing (Continued from March 13, 2023): Discussion and Vote Relative to the Removal of Mohamad Fahd from the Mashpee Community Garden Advisory Committee (Pursuant to Mashpee Charter, Section 7-9: (continued)

Mr. Fahd indicated he abides by all Town policies and bylaws, and in his opinion, there are no grounds for his removal from the MCGAC. His opinions and votes cannot be grounds for removal even if he is a minority for opinion, there is no basis for removal. Mr. Fahd indicated he has never disrupted a meeting, and was never called out of order by the chair.

The foods grown by Mr. Fahd are vastly different from other gardens and not grounds for removal. Efforts to volunteer have been thwarted by lies. Mr. Fahd stated he has been accused of removing protected plants from the area. At this time Mr. Fahd is pursuing a response from the State to rebut the allegations. Mr. Fahd thought his compromise was fair. Mr. Fahd stated he has been damaged by the Town and denied his right to fair access to a community plot.

Mr. Fahd is running for a seat on the Mashpee Housing Authority. He had requested this hearing be scheduled after the election as his campaign accounts for accountability, fairness and honesty.

Jane Stevenson, Chair of the Mashpee Inclusion and Diversity Committee of which Mr. Fahd is a member indicated the behaviors of Mr. Fahd are not described with this committee. Mr. Fahd uses his computer, and contributes as a positive member of this committee. Ms. Stevenson stated she has the highest respect for those who volunteer. It is sad this has had to go to mediation. The Town has responsibility to monitor what is going on with individual committees. It was suggested that a consultant be hired and perhaps training is warranted for additional support. What does the Town do to support people and what does the Town do in terms of relationships? In her view Ms. Stevenson stated Mr. Fahd is a well-intended member of the Mashpee community. It would be damaging to Mr. Fahd if the Select Board were to remove him from the committee.

MCGAC member Sheryl Carberry indicated she has understandings to what Mr. Fahd is saying. For the past two years on the board, Mr. Fahd sees only through his eyes. For the last 2.5 years Mr. Fahd has made the committee miserable. He interrupts, he is demeaning to the chair and he is unkind. Ms. Carberry stated she is glad Mr. Fahd has friends, but he has not shown any friendship to the MCGAC board. Mr. Fahd has not made himself accountable and he has not admitted to any wrongdoings. The committee is at wits end.

At their August 17, 2022 meeting the MCGAC made the unanimous decision to have Mr. Fahd removed from the committee. The committee voted unanimously to refer this matter to the Select Board. Mr. Fahd was noted to have joined the unanimous vote. Mr. Fahd stated he joined the unanimous vote to present his case to the Select Board.

Discussion followed amongst the Select Board regarding the process. Under the Mashpee Home Rule Charter, Section 7-9 this hearing is related to the proposed removal of Mohamad Fahd as an appointed member of the Mashpee Community Garden Advisory Committee.

Mashpee Select Board
Minutes
April 24, 2023

APPOINTMENTS & HEARINGS

Public Hearing (Continued from March 13, 2023): Discussion and Vote Relative to the Removal of Mohamad Fahd from the Mashpee Community Garden Advisory Committee (Pursuant to Mashpee Charter, Section 7-9: (continued)

Under Section 7-9: Removals and Suspensions a member of a multiple member body may, for good cause, be suspended or removed from office...

The limit of the Select Board's authority lies under Section 7-9. It was recommended that protocols with the advice of Town Counsel would be considered at a future meeting

As the Select Board continued their discussion, appreciation was given to all volunteers.

It was noted the term of Mr. Fahd from the MCGAC is due to expire in June 30, 2023. Mr. Fahd was asked if he would choose to resign. If so, the Select Board would not have to cast a vote. There was no action.

Motion made by Selectman Cotton to close the Public Hearing.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Motion made by Selectman Cotton to remove Mohamad Fahd as an appointed member of the Mashpee Community Garden Advisory Committee.

For point of discussion, the motion was seconded by Selectman Wyman-Colombo.

VOTE: 3-2. Motion carries.

Roll Call Vote:

Selectman Weeden, no	Selectman Cotton, yes	Selectman O'Hara, yes
Selectman Sherman, yes	Selectman Wyman-Colombo, no	Opposed, (2)

It was noted the scope of the removal is based on grounds only, not personalities or gardening practices. This is outside the purview of the Select Board. The Town Manager's Office is retaining all information on file.

COMMUNICATIONS & CORRESPONDENCE

For the record, the Select Board made public a letter received from the Association to Preserve Cape Cod (APCC) dated April 20, 2023 to Governor Maura Healey and Lt. Governor Kim Driscoll requesting the administration formally evaluate retaining remaining and essential JBCC functions such as the Coast Guard while utilizing the underdeveloped, disturbed areas of the base for much-needed affordable housing to help address the Cape's lack of affordable housing as well as protecting the Upper Cape Water Supply Reserve with a permanent conservation restriction.

Mashpee Select Board
Minutes
April 24, 2023

OLD BUSINESS

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

There were no recommended changes to Policy #081; Public Participation at Public Meetings proposed for revision on April 3, 2023.

Motion made by Selectman Cotton to approve the amendments to Select Board Policy #081; Public Participation at Public Meetings as presented.

Motion seconded by Selectman Sherman.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

NEW BUSINESS

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

The Proclamation proclaiming April 27, 2023 as Council on Aging Volunteers Day was read aloud into the record. The Proclamation recognizes the dedication of the Council on Aging volunteers.

Motion made by Selectman Cotton to proclaim April 27, 2023 as Council on Aging Volunteers Day in the Town of Mashpee.

Motion seconded by Selectman O’Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

LIAISON REPORTS

Senior Center: Selectman Carol A. Sherman and Selectman Michaela A. Wyman-Colombo will be attending the luncheon on Thursday, to honor the volunteers at the Council on Aging.

TOWN MANAGER UPDATES

Annual Town Meeting: Scheduled to be held at the Mashpee High/Middle School gymnasium at 7:00 p.m. on Monday, May 1, 2023.

Joint Meeting: The Select Board is scheduled to meet with the Board of Health on May 8, 2023.

JBCC: Public tours on Joint Base Cape Cod are scheduled monthly from 9:00 a.m. to 1:00 p.m. The upcoming tours will be held on Friday, May 19, 2023 and Friday, June 23, 2023. Additional information can be obtained in the Office of the Town Manager.

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April 24, 2023

ADJOURNMENT

Motion made by Selectman Cotton to adjourn at 8:20 p.m.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Weeden, yes

Selectman Cotton, yes

Selectman O'Hara, yes

Selectman Sherman, yes

Selectman Wyman-Colombo, yes

Opposed, none

Respectfully submitted,

Kathleen M. Soares

Secretary to the Select Board



AGENDA
SELECT BOARD
MONDAY, MAY 1, 2023
MASHPEE HIGH SCHOOL
PAUL A. FUNK HEALTH CAREERS LEARNING CENTER
500 OLD BARNSTABLE ROAD
MASHPEE, MA 02649

6 p.m. – Convene Meeting in Open Session

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

NEW BUSINESS

- Discussion and Approval of a Bond Anticipation Note (BAN): *Town Treasurer Craig Mayen*

CONVENE JOINT MEETING WITH THE FINANCE COMMITTEE

- Review, Discussion and Possible Action on Special and Annual Town Meeting Warrants with the Finance Committee and the Town Moderator

ADDITIONAL TOPICS

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

ADJOURNMENT

Mashpee Select Board
Minutes
May 1, 2023

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

Attendees: Town Counsel Patrick J. Costello
Town Moderator John Miller
Finance Director Dawn Thayer
Administrative Assistant Terrie Cook

Finance Committee Attendees: Jeffrey Pettengill, Gregory McKelvey, Darlene Furbush, Jamie
Schuh, Lee Smith, Glenn Thompson, Richard Weiner

Meeting Called to Order by Select Board Chair Weeden at 6:00 p.m. Mashpee High School,
Paul A. Funk Health Careers Learning Center.

Meeting Called to Order by Finance Committee Chair Pettengill at 6:02 p.m. Mashpee High School,
Paul A. Funk Health Careers Learning Center.

NEW BUSINESS

Discussion and Approval of a Bond Anticipation Note (BAN): Town Treasurer Craig Mayen:

The Select Board met with Craig Mayen, Town Treasurer/Tax Collector for the purpose of reviewing the Bond Anticipation Note (BAN) for \$1,090,000 to cover road projects and a small amount of the Phase 1 wastewater construction project.

Four bidders responded. The low bid firm was Piper Sandler & Company with a premium of \$15,924.90 at a net interest cost of 4.03%.

Motion made by Selectman Sherman to authorize a Bond Anticipation Note (BAN) in the amount of \$1,090,000 as presented.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Mashpee Select Board and Mashpee Finance Committee
Minutes
May 1, 2023

CONVENE JOINT MEETING WITH THE FINANCE COMMITTEE

Review, Discussion and Possible Action on Special and Annual Town Meeting Warrants with the Finance Committee and the Town Moderator:

The Select Board met in joint convention with the Finance Committee to review and possibly act on articles associated to the May 1, 2023 Special and Annual Town Meeting warrants.

There were no questions or updates from the Select Board.

Motion made by Selectman O'Hara to approve the Special and Annual Town Meeting Warrants of Monday; May 1, 2023 as presented.

Motion seconded by Selectman Sherman.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Finance Committee member Gregory McKelvey requested the Finance Committee reconsider their recommendation associated to Article #32 of the Annual Town Meeting warrant. Article #32 is proposed to add a new section 174-45.7: Solar Energy Systems to the Mashpee Zoning Bylaws.

This article was submitted by the Planning Board to expand solar energy system uses for medium scale and large scale into the C-1 and C-2 Commercial Zoning Districts. Any medium and large-scale solar energy system proposed in either of those zoning districts would require an application to the Planning Board for a special permit outlining compliance with the minimum performance standards of this article. The Finance Committee recommended approval of Article #32 by a vote of 5-0.

Motion made by Mr. McKelvey to reconsider the Finance Committee recommendation on Article #32.

Motion seconded by Mr. Weiner.

VOTE: Unanimous. 7-0.

Roll Call Vote:

Mr. Pettengill, yes	Mr. McKelvey, yes	Mrs. Furbush, yes	Ms. Schuh, yes
Mrs. Smith, yes	Mr. Thompson, yes	Mr. Weiner, yes	Opposed, none

Mr. McKelvey indicated this article does not address the issue of clear cutting, and therefore would not solve this problem.

Motion made by Mr. Weiner to rescind the Finance Committee vote on Article #32.

Motion seconded by Mr. McKelvey.

VOTE: 2-5. Motion does not carry.

Roll Call Vote:

Mr. Pettengill, no	Mr. McKelvey, yes	Mrs. Furbush, no	Ms. Schuh, no
Mrs. Smith, no	Mr. Thompson, no	Mr. Weiner, yes	Opposed, (5)

Mashpee Select Board and Mashpee Finance Committee
Minutes
May 1, 2023

ADJOURNMENT

Motion made by Selectman Cotton to adjourn at 6:09 p.m.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Motion made by Finance Committee member Lee Smith to adjourn at 6:10 p.m.

Motion seconded by Glenn Thompson.

VOTE: Unanimous. 7-0.

Roll Call Vote:

**Mr. Pettengill, yes Mr. McKelvey, yes Mrs. Furbush, yes Ms. Schuh, yes
Mrs. Smith, yes Mr. Thompson, yes Mr. Weiner, yes Opposed, none**

Respectfully submitted,

Kathleen M. Soares
Secretary to the Select Board



Town of Mashpee

16 Great Neck Road North
Mashpee, Massachusetts 02649

MEMORANDUM

Date: April 4, 2023

TO: Rodney Collins- Town Manager ✓

FROM: Craig Mayen - Treasurer/Tax Collector

CC: Wayne Taylor – Assistant Town Manager

RE: Barnstable County Retirement - COLA

I am enclosing a memo to the Town Select Board from Barnstable County Retirement Association requesting a vote for or against a 2% additional COLA.

If the Select Board votes yes to the 2% additional COLA then the estimated cost increase for the Town of Mashpee for FY 25 is \$55,059.70 and the estimated cost increase for FY26 is \$58,253.17. Other towns are voting on this 2% additional COLA and if two thirds of the towns approve the additional COLA then the increase is system wide, no matter the Town of Mashpee Select Board vote.

A COLA increase of 3% and has been given in the past and is effective July 1, 2023. The increase is only effective on the base of \$18,000 of the retirees' pension.

Please do not hesitate to contact me if you have any questions.

Thank you.



BARNSTABLE COUNTY RETIREMENT ASSOCIATION

750 Attucks Lane, Hyannis, MA 02601 ♦ 508-775-1110 ♦ Fax 508-775-1344 ♦ www.barnstablecountyretirement.org

MEMORANDUM

TO: Town Selectman

FROM: Barnstable County Retirement Association

DATE: March 3, 2023

We would like to inform you that on November 16, 2022, the Governor approved Chapter 269 of the Acts of 2022 which allows for a **1 time** adjust of the Cost-of-Living (COLA) for retirees from a maximum of 3% to 5% for **only Fiscal Year 2024(FY2024)**. Please note that the Barnstable County Retirement Association has established a maximum of \$18,000.00 base for calculation of the COLA which would mean that if this is approved, the maximum increase to any retiree would be \$30.00 per month. Attached to this memorandum is a copy of Chapter 269 of the Acts of 2022, PERAC Memo #29/2022, a letter showing the additional total cost to the system annual for FY2025 to FY2037, what the current appropriation cost, and a spreadsheet showing an estimated additional cost per unit for only FY2025 and FY2026. This is **only an estimate**, the percentage of the total appropriate per unit changes annually. Each unit percentage is based on the reported salary on September 30 as a percentage of the total reported by all units each year. ***Barnstable County Retirement Association retirees will only receive this increase if it is approved by of the Retirement Board, Barnstable County Commissioners, and two-thirds of the towns within our system.*** If you have any questions as you are reviewing this information, please feel free to contact Susy Holmes at 508-775-1110 or by email at sholmes@barnstablecountyretirement.org

We respectfully request that the Board of Selectman review the attached information and let us know if we could be of any assistance in this matter. This matter is time sensitive as the legislation requires us to act on this by the end of this fiscal period (6/30/2023). We ask that you place it on your agenda as soon as you feel you can make an educated vote to either approve or deny this additional 2% Cost-of-Living Adjustment.

Please notify this office of your decision by May 31, 2023 by any of the following:

Regular mail to: Susy Holmes, Executive Director
Barnstable County Retirement Association
750 Attucks Lane
Hyannis, MA 02601

Fax: 508-775-1344

Email: sholmes@barnstablecountyretirement.org

Thank you for your time and consideration in this matter.

cc: Unit Treasurer

Acts (2022)

Chapter 269

AN ACT RELATIVE TO COST-OF-LIVING ADJUSTMENTS FOR RETIREES

Whereas, The deferred operation of this act would tend to defeat its purpose, which is to provide for increased cost-of-living adjustments for retirees, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. (a) (1) Notwithstanding section 103 of chapter 32 of the General Laws or any other general or special law to the contrary, the retirement board of any system that has accepted said section 103 may elect to establish a cost-of-living adjustment increase of not less than 3 per cent and not greater than 5 per cent on the base amount provided for in said section 103 for fiscal year 2023.

(2) The sum of the dollar amount of the cost-of-living increase on the base amount, together with the amount of retirement allowance, pension or annuity to which the cost-of-living increase is applied,

shall become the fixed retirement allowance, pension or annuity for all future purposes, including the application of subsequent cost-of-living adjustments in future years.

(b) A retirement board may grant a cost-of-living increase of not less than 3 per cent and not greater than 5 per cent on the base amount for fiscal year 2023 at any time during the fiscal year.

(c) This section shall take effect for the members of a retirement system by a majority vote of the board of such system and upon local acceptance: (i) of the city council upon recommendation of the mayor in a city, (ii) of the city council upon recommendation of the city manager in a city having a Plan D or Plan E charter, (iii) of the chief executive officer, as defined in section 7 of chapter 4 of the General Laws, in a town, (iv) of the county commissioners in a county and (v) by vote of the governing board, commission or committee in a district or other political subdivision of the commonwealth. For any retirement system comprising more than 1 political subdivision of the commonwealth, this section shall be effective by a majority vote of the board of such system and upon the acceptance of two-thirds of cities and towns within the system by approval of: (i) the city council upon recommendation of the mayor in a city, (ii) the city council upon recommendation of the city manager in a city having a Plan D or Plan E charter, and (iii) the chief executive officer, as defined in section 7 of chapter 4 of the General Laws, in a town.

SECTION 2. This act shall take effect on July 1, 2022.

Approved, November 16, 2022.

MEMORANDUM

TO: All Retirement Boards

FROM: John W. Parsons, Esq., Executive Director

RE: 5% Local COLA option

DATE: November 18, 2022

On November 16, 2022, the Governor signed Chapter 269 of the Acts of 2022 into law. This act provides the local retirement systems with a local option to increase the Cost of Living Adjustment ("COLA") for Fiscal Year 2023 to up to 5 percent on the base amount specified pursuant to G.L. c. 32, § 103. The approval of the increase can occur at any time during the fiscal year and will take effect as of July 1, 2022.

The local approval mechanism is different than traditional COLA increases and COLA base increases. In order for a system to adopt a COLA increase pursuant to this act, **the retirement board must vote for the increased amount and then it must also receive local approval.**

For purposes of this act, local approval means:

- In a city, the mayor must recommend the increase to the city council and the council must vote in favor.
- In a city having a Plan D or Plan E charter, the city manager must recommend the increase to the city council and the council must vote in favor.
- In a town, the chief executive officer¹ - the select board in nearly all cases - must vote in favor to accept the increase rather than the town meeting as is the case for COLA base increases.
- In a district, or other political subdivision, the governing board, commission or committee must vote in favor to accept the COLA increase.

¹ As defined in G.L. c. 4, § 7, "chief executive officer", when used in connection with the operation of municipal governments shall include the mayor in a city and the select board in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.



MEMORANDUM - Page Two

TO: All Retirement Boards
FROM: John W. Parsons, Esq., Executive Director
RE: 5% Local COLA option
DATE: November 18, 2022

- In a regional system, two-thirds of the cities and towns within the system must approve the increase. This is done in the same fashion as stated above for municipalities: in a city, by the city council upon recommendation by the mayor or, in a city with a Plan D or Plan E charter, the city manager; or, in a town, by approval of the chief executive officer (likely the select board) as defined by G.L. c. 4, § 7.
- In a county, the county commissioners, who normally do not have a role in COLAs nor COLA base increases, must vote to accept **and** two-thirds of the cities and towns within the system must approve the increase in the same manner as stated above for regional systems.

Though many local systems are comprised of multiple units such as housing authorities and districts, the two-thirds language only applies to regional and county systems as the approval specified in the statute only refers to cities and towns as voting political subdivisions.

Section 2 of the act provides that a COLA increase pursuant to this act is retroactive to July 1, 2022. Any COLA increase, in addition to any COLA previously adopted for FY 23, will become part of the fixed amount of a retirees' retirement allowance in the same manner as all COLAs granted pursuant to section 103.

PERAC has already received questions about estimating the cost of the enhanced COLA. PERAC Actuary John Boorack has provided the following formula for a conservative full-cost estimate, not a one-year estimate, to assist boards in their planning:

$$(0.2) \times (\text{COLA base}) \times (\# \text{ of retirees/beneficiaries})$$

If you have any questions about this memo, please contact PERAC's General Counsel, Judith Corrigan, at (617) 591-8904 or at judith.a.corrigan@mass.gov.



Kathleen A. Riley, FSA, MAAA, EA
Senior Vice President and Chief Actuary
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Suite 901
Boston, MA 02116-5744
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February 24, 2023

Retirement Board
Barnstable County Retirement Association
750 Attucks Lane
Hyannis, MA 02601

Re: Cost of Increasing the July 1, 2022 COLA from 3% to 5%

Dear Board Members:

As requested, we have estimated the cost of increasing the July 1, 2022 Cost of Living Adjustment (COLA) from 3% to 5% with the current base of \$18,000 for the Barnstable County Retirement Association. Note that this cost estimate is a one-time increase in the annual COLA percentage, which is projected to be 3% for 2023 and thereafter. We have assumed the additional cost would first be reflected in the fiscal 2025 appropriation. The estimates in this report are based on the January 1, 2022 Actuarial Valuation and Review of the Barnstable County Retirement Association and do not reflect any experience gains or losses after that date.

Increasing the July 1, 2022 COLA from 3% to 5% increases the July 1, 2022 unfunded liability by \$11,360,052, or 1.5%, from \$780,819,667 to \$792,179,719.

The funding schedule included in the January 1, 2022 actuarial valuation report fully funds the actuarial accrued liability of the Barnstable County Retirement Association by June 30, 2037 with total payments increasing 5.80% per year through fiscal 2036 and a reduced payment in fiscal 2037.

We have incorporated the additional cost of increasing the July 1, 2022 COLA to 5% into the funding schedule by amortizing the additional liability in payments that increase 5.80% per year for the group that excludes the Retired Sheriffs and 4.22% per year for the Retired Sheriffs, which are added to the current appropriations for fiscal 2025 through fiscal 2037.

The appropriations for fiscal 2023 through fiscal 2037 shown in the current funding schedule and reflecting the 5% COLA are shown on the following page.

Actuarially Determined Contribution (ADC) – 5% COLA on July 1, 2022

Fiscal Year Ended June 30,	Current ADC – 3% COLA on July 1, 2022 (Excluding Retired Sheriffs)	Current ADC – 3% COLA on July 1, 2022 (Retired Sheriffs Only)	Increase in ADC - Additional UAL Payments beginning in Fiscal 2025 (Excluding Retired Sheriffs)	Increase in ADC - Additional UAL Payments beginning in Fiscal 2025 (Retired Sheriffs Only)
2023	\$76,920,966	\$1,878,012	\$0	\$0
2024	81,412,073	1,957,246	0	0
2025	86,164,916	2,039,824	1,079,602	27,114
2026	91,194,730	2,125,885	1,142,219	28,258
2027	96,517,633	2,215,578	1,208,468	29,450
2028	102,150,683	2,309,054	1,278,559	30,693
2029	108,111,927	2,406,475	1,352,716	31,988
2030	114,420,464	2,508,005	1,431,173	33,337
2031	121,096,501	2,613,819	1,514,181	34,744
2032	128,161,421	2,724,098	1,602,004	36,210
2033	135,637,850	2,839,029	1,694,920	37,738
2034	143,549,728	2,958,810	1,793,225	39,330
2035	151,922,389	3,083,644	1,897,232	40,989
2036	160,782,639	3,213,744	2,007,272	42,718
2037	76,509,556	3,349,334	2,123,694	44,521

These cost estimates are based on the assumptions used in the most recent actuarial valuation of the Barnstable County Retirement Association. To the extent there is adverse experience, employer contributions will increase and the cost related to the increased COLA may be different than expected. For example, if members live longer than assumed under the current mortality table assumption, the cost of increasing the COLA will be higher than shown.

Please refer to our January 1, 2022 Actuarial Valuation and Review dated December 20, 2022 for the data, assumptions and plan of benefits underlying these calculations and for a discussion of the risks that may affect the Barnstable County Retirement Association.

This report was prepared in accordance with generally accepted actuarial principles and practices at the request of the Board to assist in administering the Retirement Association.

The measurements shown in this actuarial valuation may not be applicable for other purposes. Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or

demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period); and changes in plan provisions or applicable law.

Segal valuation results are based on proprietary actuarial modeling software. The actuarial valuation models generate a comprehensive set of liability and cost calculations that are presented to meet regulatory, legislative and client requirements. Deterministic cost projections are based on a proprietary forecasting model. Our Actuarial Technology and Systems unit, comprised of both actuaries and programmers, is responsible for the initial development and maintenance of these models. The models have a modular structure that allows for a high degree of accuracy, flexibility and user control. The client team programs the assumptions and the plan provisions, validates the models, and reviews test lives and results, under the supervision of the responsible actuary.

The actuarial calculations were directed under my supervision. I am a member of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion herein. To the best of my knowledge, the information supplied in this actuarial valuation is complete and accurate. The assumptions used in this actuarial valuation were selected by the Board based upon my analysis and recommendations. In my opinion, the assumptions are reasonable and take into account the experience of the Barnstable County Retirement Association and reasonable expectations.

Please let us know if you have any questions or need any additional information.

Sincerely,



Kathleen A. Riley, FSA, MAAA, EA
Senior Vice President and Chief Actuary

cc: Susy Bento Holmes, Executive Director

Section 2: Actuarial Valuation Results

Funding schedule

(1) Fiscal Year Ended June 30	(2) Employer Normal Cost	(3) Amortization of 2002 ERI	(4) Amortization of 2003 ERI	(5) Amortization of 2019 ERI	(6) Amortization of Remaining Unfunded Liability	(7) Plan Cost Without Retired Sheriff Liability (2)+(3)+(4)+ (5)+(6)	(8) Amortization of Retired Sheriff Liability	(9) Actuarially Determined Contribution (ADC): (7)+(8)	(10) Total Unfunded Accrued Liability at Beginning of Fiscal Year	(11) Percent Increase in Actuarially Determined Contribution
2023	\$22,167,096	\$485,011	\$228,192	\$320,095	\$53,720,572	\$76,920,966	\$1,878,012	\$78,798,978	\$780,819,667	-
2024	22,970,379	504,411	237,320	320,095	57,379,868	81,412,073	1,957,246	83,369,319	775,158,220	5.80%
2025	23,802,589	524,587	246,813	320,095	61,270,832	86,164,916	2,039,824	88,204,740	765,145,764	5.80%
2026	24,664,761	545,571	256,685	320,095	65,407,618	91,194,730	2,125,885	93,320,615	750,233,809	5.80%
2027	25,557,972	567,394	266,953	320,095	69,805,219	96,517,633	2,215,576	98,733,211	729,820,943	5.80%
2028	26,483,331	590,090	277,631	320,095	74,479,536	102,150,683	2,309,054	104,459,737	703,248,288	5.80%
2029	27,441,990	613,693	288,736	320,095	79,447,413	108,111,927	2,406,475	110,518,402	669,794,576	5.80%
2030	28,435,140	638,241	300,285	320,095	84,726,703	114,420,464	2,508,005	116,928,469	628,670,840	5.80%
2031	29,464,017	663,770	312,297	320,095	90,336,322	121,096,501	2,613,819	123,710,320	579,014,674	5.80%
2032	30,529,897	690,321	324,789	320,095	96,296,319	128,161,421	2,724,098	130,885,519	519,884,039	5.80%
2033	31,634,107	717,934	337,780	320,095	102,627,934	135,637,650	2,839,029	138,476,679	450,250,565	5.80%
2034	32,778,016	746,652	351,291	320,095	109,353,674	143,549,728	2,958,810	146,508,538	368,992,337	5.80%
2035	33,963,045	776,518	365,343	320,095	116,497,388	151,922,389	3,083,644	155,006,033	274,886,089	5.80%
2036	35,190,665	807,578	379,957	320,095	124,084,344	160,782,639	3,213,744	163,996,383	166,598,798	5.80%
2037	36,462,400	839,881	395,155	0	38,812,120	76,509,556	3,349,334	79,858,890	42,676,601	-51.30%
2038	37,779,825	0	0	0	0	0	0	37,779,825	0	-52.69%
2039	39,144,573	0	0	0	0	0	0	39,144,573	0	3.61%
2040	40,558,336	0	0	0	0	0	0	40,558,336	0	3.61%
2041	42,022,868	0	0	0	0	0	0	42,022,868	0	3.61%

Notes:

Actuarially Determined Contributions are assumed to be paid on July 1 and December 31.

Actuarial Determined Contribution for fiscal year 2023 is set to the budgeted amount determined with the prior valuation.

Item (2) reflects 3.25% growth in payroll as well as 0.15% adjustment to total normal cost to reflect the effects of mortality improvement due to generational mortality assumption.

Projected normal cost does not reflect the impact of pension reform for new hires.

The 2002 and 2003 ERI amortization payments are calculated to increase 4.0% per year.

The payments on the Retired Sheriff Liability (item (7)) increase 4.22% per year.

Projected unfunded actuarial accrued liability does not reflect deferred investment gains and losses.

Estimated cost increase for FY2025 and FY2026 only based on FY2024 percentage
Additional annual cost will be added for FY2025 to FY2037 to current appropriation schedule

###	UNIT		estimate for FY2025	sheriff	estimate for FY2026	sheriff
001	BARNSTABLE COUNTY	4.21%	\$ 45,451.24	\$ 27,114.00	\$ 48,087.42	\$ 28,258.00
002	COUNTY HOSPITAL	0.00%	\$ -		\$ -	
003	BARNSTABLE	15.58%	\$ 168,201.99		\$ 177,957.72	
004	BARNSTABLE FIRE	0.71%	\$ 7,665.17		\$ 8,109.75	
005	BARN HSG AUTH	0.33%	\$ 3,562.69		\$ 3,769.32	
006	BOURNE	5.66%	\$ 61,105.47		\$ 64,649.60	
039	BOURNE HSE AUTH	0.07%	\$ 755.72		\$ 799.55	
007	BOURNE REC AUTH	0.21%	\$ 2,267.16		\$ 2,398.66	
008	BOURNE WATER DIST	0.20%	\$ 2,159.20		\$ 2,284.44	
009	BREWSTER	4.03%	\$ 43,507.96		\$ 46,031.43	
041	BREWSTER HSE AUTH	0.02%	\$ 215.92		\$ 228.44	
010	BUZZARDS BAY WATER	0.13%	\$ 1,403.48		\$ 1,484.88	
011	CC MOSQ CONTROL	0.51%	\$ 5,505.97		\$ 5,825.32	
012	CC REG TECH	0.68%	\$ 7,341.29		\$ 7,767.09	
013	COMM FIRE DIST	2.32%	\$ 25,046.77		\$ 26,499.48	
014	CHATHAM	3.28%	\$ 35,410.95		\$ 37,464.78	
040	CHATHAM HSE	0.06%	\$ 647.76		\$ 685.33	
015	COTUIT FIRE	0.56%	\$ 6,045.77		\$ 6,396.43	
016	DENNIS	5.10%	\$ 55,059.70		\$ 58,253.17	
017	DENNIS HSE AUTH	0.12%	\$ 1,295.52		\$ 1,370.66	
018	DENNIS WATER DIST	0.41%	\$ 4,426.37		\$ 4,683.10	
019	D/Y REG SCH DIST	2.08%	\$ 22,455.72		\$ 23,758.16	
020	EASTHAM	2.78%	\$ 30,012.94		\$ 31,753.69	
021	HARWICH	4.39%	\$ 47,394.53		\$ 50,143.41	
022	HYANNIS FIRE DIST	2.03%	\$ 21,915.92		\$ 23,187.05	
023	MASHPEE	5.10%	\$ 55,059.70		\$ 58,253.17	
044	MASHPEE HSE AUTH	0.10%	\$ 1,079.60		\$ 1,142.22	
043	MASHPEE WATER	0.25%	\$ 2,699.01		\$ 2,855.55	
024	T/NANTUCKET	10.52%	\$ 113,574.13		\$ 120,161.44	
046	NANTUCKET HSE	0.02%	\$ 215.92		\$ 228.44	
025	C/NANTUCKET	0.39%	\$ 4,210.45		\$ 4,454.65	
049	NANTUCKET REG TRANS	0.05%	\$ 539.80		\$ 571.11	
026	NAUSET REG SCH DIST	1.20%	\$ 12,955.22		\$ 13,706.63	
027	N SAGAMORE WTR	0.07%	\$ 755.72		\$ 799.55	
028	ORLEANS	3.25%	\$ 35,087.07		\$ 37,122.12	
037	ORLEANS HSG	0.08%	\$ 863.68		\$ 913.78	
042	GROUND WATER	0.00%	\$ -		\$ -	
029	PROVINCETOWN	3.12%	\$ 33,683.58		\$ 35,637.23	
030	SANDWICH	6.39%	\$ 68,986.57		\$ 72,987.79	
047	SANDWICH HSE	0.09%	\$ 971.64		\$ 1,028.00	
031	SANDWICH WATER	0.31%	\$ 3,346.77		\$ 3,540.88	
032	TRURO	1.93%	\$ 20,836.32		\$ 22,044.83	
033	VETERANS DIST	0.12%	\$ 1,295.52		\$ 1,370.66	
034	WELLFLEET	2.19%	\$ 23,643.28		\$ 25,014.60	
035	YARMOUTH	6.76%	\$ 72,981.10		\$ 77,214.00	
036	YARMOUTH HSE AUTH	0.06%	\$ 647.76		\$ 685.33	
038	W BARNSTABLE FIRE	0.22%	\$ 2,375.12		\$ 2,512.88	
050	CAPE COD REG TRANS	0.26%	\$ 2,806.97		\$ 2,969.77	
051	MONOMOY REG SCH DIST	1.57%	\$ 16,949.75		\$ 17,932.84	
052	PROVINCETOWN HSE AUTH	0.00%	\$ -		\$ -	
053	CAPE LIGHT COMPACT	0.48%	\$ 5,182.09		\$ 5,482.65	
	TOTALS:	100.00%	\$ 1,079,602.00	\$ 27,114.00	\$ 1,142,219.00	\$ 28,258.00



Town of Mashpee

Department of Public Works

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

MEMORANDUM

May 8, 2023

TO: Select Board
Rodney Collins, Town Manager

FROM: Catherine Laurent, Director *CL*

RE: Recommendation for Change to Transfer Station Schedule

Description

The Transfer Station is open to the public 5 days per week. These days are Sunday, Monday, Wednesday, Friday, and Saturday. GottaDo Contracting, the Town's operator for the Transfer Station, has requested a change to this schedule.

Background

The Transfer Station is currently closed on Tuesdays and Thursdays. With recent market fluctuations for recyclables, the facilities used by the Town for tipping have reduced the days during which they will accept certain recyclables. Both facilities used now only accept certain materials on Thursdays. This causes a contractual issue as GottaDo does not staff the Transfer Station on Thursdays. They have requested that the schedule be adjusted to be open on Thursdays and to close on Mondays instead.

Historically, Mondays is the day with the lowest volume of traffic. There are also 6 Monday holidays. While the Transfer Station has been open on these days, the public assumes it's closed so the traffic volume is even less.

Recommendation

I recommend that the schedule for the Transfer Station be changed effective July 1, 2023 as follows:

OPEN Sunday, Wednesday, Thursday, Friday, and Saturday
CLOSED Monday and Tuesday

Pros and Cons

The proposed schedule will address the issues with tipping of recyclables without impacting access to the Transfer Station by the public. The July 1st effective date will allow over 6 weeks advance notice to the public before any change.



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

MEMORANDUM

May 8, 2023

TO: Select Board
Rodney Collins, Town Manager

FROM: Catherine Laurent, Director *CL*

RE: Recommendation for Sticker Fees for Transfer Station

Description

The Select Board annually reviews and approves sticker fees for the next fiscal year. Stickers for FY24 will be available for purchase on June 1, 2023. Once fees are approved, new "Guides to the Transfer Station" will be printed for distribution and the fees will be posted on the Town's website.

Background

Per the instruction of the Select Board for Transfer Station users to ultimately fund 100% of the operation of the Transfer Station, sticker and other fees have gradually been increased over several years to achieve this goal. While sticker fees are the primary source of revenue, the Town also receives monies at the gate for disposal/recycling of certain items at the Transfer Station as well as monies from sale of recyclables.

The number of 1st household stickers sold in FY23 increased by 5% and the number of recycling stickers sold increased by over 27%. However, these increased sales are not enough to offset the loss in revenue from recyclables (due to depressed markets) and the higher operational costs (tip fees and fuel surcharges).

Recommendation

To maintain/increase the level of funding of the Transfer Station by users, I recommend the 1st household sticker fee be increased to \$220 and the recycling sticker fee be increased to \$40.

Pros and Cons

Assuming similar sales and revenues, the proposed fees will fund 100% of the Transfer Station operation.

PROPOSED FY24 TRANSFER STATION PERMIT FEES

	Current Permit Fee (FY23)		Current Permit Fees (FY24)		Proposed Permit Fees	
1st household Permit	\$205	\$962,270	\$205	\$962,270	\$220	\$1,032,980
Recycling Permit	\$35	\$19,950	\$35	\$19,950	\$40	\$22,800
Revenue*		\$106,410		\$106,410		\$106,410
2nd Permit	\$20	\$29,500	\$20	\$29,500	\$20	\$29,500
Single Trip**	\$20	\$11,400	\$20	\$11,000	\$20	\$11,000
Tax Subsidy	***	\$17,670	6%	\$73,560	0%	\$0
		\$1,147,200		\$1,202,690		\$1,202,690

* FY23 Actual to date for gate receipts and recyclables; increase projected for full year

** Assume 570

*** FY23 budget adjusted per year-end transfer (fuel surcharge, recycling tip fees)

ASSUMPTIONS

FY24 proposed budget

3500 tons per year

No capital costs included

Estimated gate and recycling receipts

570 single trip passes sold each year (5 bag limit)

No change in 1st household permits sold each year

No change in 2nd household permits sold each year

No change in Recycling Only Permits

Actual FY23 to date

Actual FY23 to date

Actual FY23 to date

4694 Sticker Tracker

1475 Sticker Tracker

570 Sticker Tracker



TOWN OF MASHPEE

OFFICE OF THE SELECT BOARD

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

MEMORANDUM

Date: May 11, 2023

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

From: Stephanie A. Coleman, Administrative Secretary 

Re: Board, Committee and Commission: Appointment

Description

Discussion of the Following Appointment:

Community Preservation Act Committee: *Yvonne A. Avant* (Term Expires June 30, 2023)

Attached is the recommendation for appointment from the Committee and Ms. Avant's letter of interest and resume.

CPC recommendation


Arden Russell

Tue 5/9/2023 6:22 PM

To: Rodney C. Collins <rccollins@mashpeema.gov>; David W. Weeden <DWeeden@mashpeema.gov>

 1 attachments (539 KB)

cpc recommend ltr avant.docx;

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

Hello Town Manager and Select Board Chair,

Attached please find a letter of recommendation to fill the vacant at-large seat on the Community Preservation Committee.

Please place this on the upcoming Select Board agenda.

Regards,

Arden Russell
CPC Chair



Community Preservation Committee

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

TO: Rodney Collins, Town Manager
David Weeden, Select Board Chair

FROM: Arden Russell, Community Preservation Committee Chair

DATE: May. 2023

RE: Recommendation for Community Preservation Committee Appointment

At their meeting of May 4, 2023, the Community Preservation Committee interviewed 2 candidates to fill the vacant at-large seat on the Committee. At this meeting the Community Preservation members voted unanimously to strongly recommend Yvonne Avant to fill the at large seat.

Please place this item on the upcoming Select Board meeting agenda.

Should you have any questions regarding this matter, do not hesitate to contact me.

Yvonne A. Avant

Mashpee, MA 02649

Tel.

Email:

March 17, 2023

Rodney Collins, Town Manager
Town of Mashpee
Great Neck Road North
Mashpee, MA 02649

Dear Rodney,

Enclosed please find my resume for the vacant position on the Community Preservation Committee.

As a lifelong citizen of the Town of Mashpee and a member of the Mashpee Wampanoag Tribe, I have a deep connection to the present and future of the land that I was born on as well as my parents, grandparents and children. Preserving Mashpee's beauty, rich history and present excellence is a must so that generations to come can experience the Mashpee that I know and grew up in. The Mashpee I love!

As you will see on my resume attached, I retired from the USPS after 25 years of service. Most of those years were in Mashpee and surrounding towns. Being a community service, my work with the USPS kept me involved with people and their families. I saw new residents come and fall in love with Mashpee. It is a special place that requires nurturing to maintain its uniqueness.

My work with the Tribe as a government official also kept me involved with the citizens of the Town and Tribe, keeping a keen eye on the growth and direction that we are going as neighbors. The preservation of this Town through well-designed and thought-out projects is a necessity that will benefit us all.

I believe I have the experience and qualifications needed to be an asset to this Committee and look forward to an opportunity to do so. I can be reached by phone at _____ or by email at _____ at your convenience for an interview, if that is the appointment process.

Sincerely, Yvonne Avant

Yvonne A. Avant

Email: [REDACTED]



Mashpee, MA 02649

EDUCATION: University of Massachusetts – B.A. Management of Human Services

TRAINING/CERTIFICATES:

National Indian Child Welfare – Certified Parenting Class Instructor
National Indian Gaming Association – Gaming Commissioner, Levels 1, 2, 3 and Masters
National Indian Child Welfare Association – Understanding ICWA laws and Programs
Native Nations Institute – Leadership, Management and Policy
Department of Interior – Federal Information Systems Security Awareness, Privacy and Records Management

EXPERIENCE:

1986 – 2023	Mashpee Wampanoag Tribe Councilwoman (See attached for job duties) Member on Federal and Local Boards/Committees representing Tribe: *Administration for Children and Families – Tribal Advisory Committee -Federal *Department of Transitional Assistance Cape & Island Advisory Board -State *Mashpee Wampanoag Tribal Gaming Authority – Tribal; ICWA Liaison
1984 – 2007	United States Postal Service (retired) Supervisor; Affirmative Action Program Coordinator; Women's Program Coordinator
1981 – 1984	Boston Indian Council (now known as NAICOB) Employment & Training Programs Coordinator
1975 – 1981	Town of Mashpee Indian Education Program Student Counselor – Program Coordinator

ACCOMPLISHMENTS:

- Co-wrote ANA grant funded for \$500,000 for Mashpee Wampanoag Tribe
- Established Women's Program Network: monthly program used as an avenue for upper mobility opportunities through networking, informational seminars and workshops for USPS
- Career Awareness Conference Committee Chair – Coordinated 3 of the most successful, well attended conferences in the Providence District, from start to finish for USPS

ESSENTIAL DUTIES OF COUNCILWOMAN YVONNE AVANT

Essential Duties and Responsibilities as Tribal Council Member:

To promote and protect the health, peace, morals, education, political integrity, economic security and general welfare of the Tribe and its citizens of the Mashpee Wampanoag Tribe in accordance with the MWT Constitution Article VI Section 2.A. Responsible for nation building and with authority through the enumerated powers of the Tribes constitution. Provides Executive Level duties to a variety of tribal government and operation appointments, including but not limited to Liaison to the Health and Human Serviced Department, with a focus on the Indian Child Welfare Department; Gaming Authority Board of Director; and Election Committee. Preform legislative duties to develop, introduce or enact laws, policies and statutes at the local municipal, tribal, state or federal level. Provide leadership during local, state, federal and tribal consultations.

Attend or participate in MWTGA, MWT and other State and federal agency meetings, teleconferences and planning sessions of committees, commissions and councils as an official representative of the Mashpee Wampanoag Tribe Government; attend various community or public events, training events, conference meetings, in a government leadership role.

ICWA focus: Attend staff meetings; assist when needed with DCF family meetings, court appearances, advocacy to Tribal Council. Participate in the following ICWA activities –Court Improvement Program trainings, Department of Children and Families Social Worker trainings; Quarterly ICWA-DCF Liaison meeting. Read and research to stay on top of ICWA related matters.

Essential Duties and Responsibilities as Gaming Authority Board of Director

Gaming Authority Board of Director responsibilities:

1. Attend all scheduled director meetings
2. Attend various social/public relations functions
3. Develop, operate, maintain, own, promote and construct Gaming Enterprise
4. Maintain custody of inventory and hold all assets of the Gaming Enterprise on behalf of the Tribe
5. To carry out the purpose and intent of the IGRA and of the Tribe's Gaming Ordinance in its present state and as amended from time to time.
6. Develop policies and procedures related to the design, development and construction of the Gaming facility
7. Approve, execute and terminate all contracts related to the design, development, construction and operation of the gaming Facility.
8. Approve, and amend the design, development, construction and operating budgets of the Facility
9. Approve and amend the concept, design, and engineering of the Gaming Facility
10. Hire, fire, discipline or appoint employees, contractors, consultants, attorneys and accountants or other agents of the Authority
11. Negotiate the acquisition to purchase real estate of every kind in conjunction with the Gaming Facility, with final purchase approval of Tribal Council
12. Will develop and submit yearly budgets of the Authority to Tribal Council

13. After opening will prepared and submit annual audited financial statements of the Authority or the Gaming Facility to Tribal Council.

Experience and Proven Skills:

- **A general knowledge of state and federal laws in the realm of Tribal government and Tribal Gaming enterprises.**
- **Management and Leadership**
- **Effective Communications, and Interpersonal skills**
- **Written and Oral Presentations and Reports**
- **Traditional Community Values**
- **Problem Solving Skills**
- **Client, Stakeholder and Public Relations Experience**
- **Conflict Resolution and Experience**



TOWN OF MASHPEE

OFFICE OF THE SELECT BOARD

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

MEMORANDUM

Date: May 11, 2023

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

From: Stephanie A. Coleman, Administrative Secretary 

Re: Board, Committee and Commission: Appointments and Resignations

Description

Discussion of the Following Appointments and Resignations:

Appointments:

- Mashpee Inclusion and Diversity Committee: *Rolf Brandt* (Term Expires June 30, 2023)
- Barnstable County Dredge Committee: Robert Tomaino (Term Expires December 31, 2023)

Resignations:

- Zoning Board of Appeals: Norman J. Gould (Term Expires June 30, 2024)
- Cultural Council: Mary Alice Stahleker (Term Expires September 30, 2023). Our office was recently informed of the passing of Ms. Stahleker. Please see attached communication from the Council.

Attached are the recommendations for appointment and letters of interest. Also attached is Mr. Gould's resignation letter.

Re: nomination for MIDC committee member Select Board Agenda May 15, 2023

Terrie Cook <tmcook@mashpeema.gov>

Mon 5/1/2023 08:55 AM

To: J.Marie Stevenson

Cc: Stephanie Coleman <SColeman@mashpeema.gov>

📎 1 attachments (54 KB)

interview midc.pdf;

Marie:

This has been tentatively placed on the May 15, 2023 Select Board Agenda.

This office will be in touch with him as soon as a date is confirmed.

Terrie M. Cook, MCPPO | Administrative Assistant to the Town Manager

Office of the Town Manager

16 Great Neck Road North, Mashpee, MA 02649

Office: 508.539.1401 | Fax: 508.539.1142

Email: tmcook@mashpeema.gov



"Preserving public trust and providing professional services."

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From: J.Marie Stevenson

Sent: Sunday, April 30, 2023 10:10 PM

To: Terrie Cook <tmcook@mashpeema.gov>

Subject: nomination for MIDC committee member

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

The Inclusion and Diversity Committee is pleased to nominate Rolf Brandt as the ninth voting member to replace Rachel Hicks who recently resigned. Pursuant to Policy 001, Mr. Brandt submitted a letter of interest and his resume to the Board. and the committee conducted the required interview process on April 18th 2023.. The individual committee members used the standard question format established for prior interviews(Attached) . The decision to recommend Mr. Brandt was unanimous. (Supporting documentation is available on request) Respectfully submitted J.Marie Stevenson Chairperson MIDC

Fw: MIDC Here is another email with regard to Mr. Brandt's interest on serving on the MIDC

Terrie Cook <tmcook@mashpeeema.gov>

Thu 3/9/2023 08:43 AM

To: Stephanie Coleman <SColeman@mashpeeema.gov>

Terrie M. Cook, MCPPO | Administrative Assistant to the Town Manager
Office of the Town Manager
16 Great Neck Road North, Mashpee, MA 02649
Office: 508.539.1401 | Fax: 508.539.1142
Email: tmcook@mashpeeema.gov



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From: Rolf Brandt >
Sent: Wednesday, March 8, 2023 4:26 PM
To: Terrie Cook <tmcook@mashpeeema.gov>
Cc: J.Marie Stevenson
Subject: MIDC

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

Hello,

My name is Rolf Brandt, and I am interested in applying for a position on the Mashpee Inclusion and Diversity Committee.

I was born in Germany and came to the United States when I was four years old in 1954. Growing up here presented some challenges early on because of peoples bigotry.

In spite of that, I've made some very nice friends from diverse ethnicities, backgrounds, and religions.

I count among my friends and acquaintances; Americans, both black and white, Armenians, Australians, Canadians, Germans, Greeks, Irish, Italians, Mexicans, Russians, Spanish, Ukrainians, agnostics, atheists, Catholics, Jews, protestants, people of many ages, among others.

I believe all people are created equal, and should be treated with dignity and respect, regardless of color of skin, ethnicity, religion, sexual orientation, social status, physical abilities, and age.

I have been a full-time resident of Mashpee since 2020. I've retired from my career as supervising arborist at the end of 2015 and Tree Warden of Bethel Connecticut in 2020. I have two adult daughters that live in Mashpee. I enjoy this town and hope that I can help make a difference .

Very truly yours,

Rolf Brandt

Mashpee, MA 02649

I am also sending a copy of my former resume

Sent from my iPad



ROLF B. BRANDT

QUALIFICATION HIGHLIGHTS AND ABILITIES INCLUDE:

- International Society of Arboriculture certified Certificate #N.E.0586
- Connecticut Tree Protection association member
- Licensed arborist with the CT Department of Consumer Protection
- International Society of Arboriculture New England Chapter member
- Tree Protection examining Board License #62052
- Knowledge of ANSI A-300 and Z-133 standards of practice and operation

EDUCATION

<i>Valhalla High School Graduate, Valhalla, NY</i>	1967
<i>Cortland State College, Cortland NY</i>	1967-1969
<i>Pace College, Westchester, NY</i>	1970-1971
<i>Classes at Bartlett Arboretum/University of Connecticut, Stamford, CT</i>	
Completed Par Leadership and Teamwork Program, Alpine Care of Trees	
Sales Training by Sandler Institute	
Sales Training by Transform Inc.	
Cultural Awareness and Differences Program, Alpine Care of Trees	
Numerous C.E.U seminars to remain current with arboricultural advances	

PROFESSIONAL EXPERIENCE

Alpine The Care of Trees

- **Sales Arborist** 1971-2001 and 2010-Present
 - Involved in Arboriculture for the past 30 years
 - Practical field experience led to promotions to Plant Health Care/General Tree Care Foreman, Sales Arborist Representative, and Division Manager
 - Have worked with New York City along with Stamford, CT, White Plains, Bronxville, Greenburg, New Rochelle, Dobbs Ferry, and Irvington, NY with their arboriculture endeavors

Town of Bethel, Connecticut

- **Tree Warden** 1994-Present
 - Bethel town arboriculture consultant
 - Responsible for tree preservation
 - Responsible for tree replacement program
 - Recognize tree liability issues

Lewis Tree Care

- **Utility Arborist** 2006-2008

Asplundh Tree Experts

- **Utility Arborist** 2002-2005

From: Wayne E. Taylor <wtaylor@mashpeeema.gov>

Sent: Friday, May 5, 2023 10:07 AM

To: Terrie Cook <tmcook@mashpeeema.gov>

Subject: SB 5/15 appointment of Harbormaster Robert Tomaino Barnstable County Dredge Committee

Please add to the Select Board agenda for 5/15/23 the appointment of Mashpee Harbormaster Robert Tomaino to the Barnstable County Dredge Committee (Term Expires 12/31/2023).

He is replacing Ken Bates who has stepped down as the Mashpee representative after many years of service.

Thanks

Wayne E. Taylor | Assistant Town Manager
Office of the Town Manager
16 Great Neck Road North, Mashpee, MA 02649
Office: 508.539.1401 | Fax: 508.539.1142



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Norman J. Gould, M.D.

Mashpee, MA
02649

April 21, 2023

Mr. Jonathan Furbush
Chairman
Mashpee Zoning Board of Appeals
16 Great Neck Road North
Mashpee, MA 02649

Dear Chairman Furbush,

I am resigning from the Mashpee Board of Appeals due to upcoming intensive chemotherapy. I thank you and the other board members for your collegiality over the past few years. It's been a wonderful experience and I hope that I was able to contribute importantly to this important town function.

Yours truly,



Norman J. Gould

MASHPEE TOWN CLERK
APR 28 '23 PM2:07

Re: Mashpee Cultural Council Vacancy

Terrie Cook

Tue 5/9/2023 08:39 AM

To: Andrea Watson

;Stephanie Coleman <SColeman@mashpeema.gov>

Cc: Nina Cocomazzi

That is so sad.

We will make sure the Board acknowledges her passing.

It is the Select Board's responsibility to fill the vacancy. If you have anyone that is interested, please have them send a letter of interest and a simple resume to bos@mashpeema.gov or send to the "Town Manager's Office" in Town Hall.

This office keeps a running list of vacancies and will be advertising in June for all vacancies.

Our records show that now there are two (2) vacancies on the Cultural Council:

Members at Large Terms expiring September 30, 2023 and September 30, 2025.

Thanks for letting us know.

Terrie M. Cook, MCPPO | Administrative Assistant to the Town Manager

Office of the Town Manager

16 Great Neck Road North, Mashpee, MA 02649

Office: 508.539.1401 | Fax: 508.539.1142

Email: tmcook@mashpeema.gov



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From: Andrea Watson

Sent: Tuesday, May 9, 2023 7:24 AM

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

Cc: Nina Cocomazzi

Subject: Mashpee Cultural Council Vacancy

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

Hi Stephanie and Terrie,

It is with a heavy heart that I notify you of the passing of our beloved secretary, Mary Alice Stahleker. She served the council for many years, and in addition to being a kind and wonderful person, she was integral in keeping us in compliance with town processes. We will miss her dearly!

To help the council weather this transition, we will be filling the vacancy, and I wanted to ensure that the town recognized the open slot before we began the recruiting process. I'm not sure whether the vacancy will require a vote by the Select Board or whether it can be handled solely through administration, and would like to know when it will be available for a new person to apply for the role. We typically hold a meeting in the summer, and I am hoping to coordinate one where we could interview candidates.

Would you please let me know what we need to do?

Thank you so much!

Andrea Watson

Mashpee Cultural Council



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

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

Said hearing will be held on Monday, May 15, 2023 at 6:50 p.m., in the Waquoit Meeting Room of Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA 02649.

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

Per order of

The Mashpee Select Board

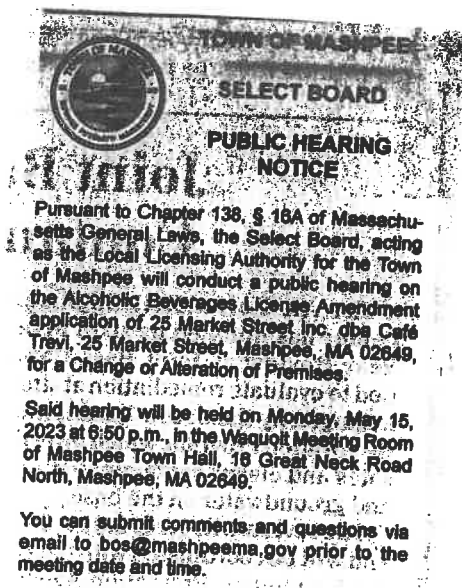
David W. Weeden, *Chair*

John J. Cotton, *Vice-Chair*

Thomas F. O'Hara, *Clerk*

Carol A. Sherman

Michaela Wyman-Colombo



Per order of
The Mashpee Select Board
David W. Weeden, Chair
John J. Cotton, Vice-Chair
Thomas F. O'Hara, Clerk
Carol A. Sherman
Michaela Wyman-Colombo

May 5, 2023



TOWN OF MASHPEE

OFFICE OF THE SELECT BOARD

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

MEMORANDUM

Date: May 11, 2023

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

From: Stephanie A. Coleman, Administrative Secretary 

Re: **Public Hearing Continued from April 24, 2023: License Amendment Application – 25 Market Street Inc.**

Description

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

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



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

TOWN MANAGERS OFFICE
MAY 4 '23 PM 3:56

AMENDMENT-Change or Alteration of Premises Information

☐ **Change of Location**

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

☒ **Alteration of Premises**

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

1. BUSINESS ENTITY INFORMATION

Entity Name

25 Market Street, Inc

Municipality

Mashpee

ABCC License Number

00069-RS-0670

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

An additional four tables being added to the upper level patio, expanding the outdoor seating towards the fountain.

APPLICATION CONTACT

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

Name

Title

Email

Phone

Samantha Davis

Manager

2. ALTERATION OF PREMISES

2A. DESCRIPTION OF ALTERATIONS

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

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

2B. PROPOSED DESCRIPTION OF PREMISES

Please provide a complete description of the proposed premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Mashpee Commons: 1st floor - 1,160 sq. ft. dining area seating 32, bar seating 15, bathroom, full kitchen, two entrances/exits. 2nd floor- 401 sq ft, kitchen, restroom, one entrance/exit. Patio- 940 sq. ft. seating 60 and expanded towards fountain area & on sidewalk along Market St.

Total Sq. Footage

30

Seating Capacity

8

Occupancy Number

8

Number of Entrances

1

Number of Exits

1

Number of Floors

1

AMENDMENT-Change or Alteration of Premises Information

3. CHANGE OF LOCATION

3A. PREMISES LOCATION

Last-Approved Street Address 25 Market Street Mashpee Ma 02649

Proposed Street Address 25 Market Street Mashpee Ma 02649

3B. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

1 level of open outdoor seating, consisting of four tables with two chairs at each table. It would be an extension of our current patio seating.

Total Sq. Footage 30

Seating Capacity 8

Occupancy Number 8

Number of Entrances 1

Number of Exits 1

Number of Floors 1

3C. OCCUPANCY OF PREMISES

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

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

Lease

Landlord Name Mashpee Commons

Landlord Phone 508-477-0055

Landlord Email mashpeecommons.com

Landlord Address 22 Steeple St. Mashpee, Ma 02649

Lease Beginning Date January 1, 2022

Rent per Month 6,130.59

Lease Ending Date Dec 31st, 2027

Rent per Year 73,567.08

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

☒ Yes ☐ No

4. FINANCIAL DISCLOSURE

Associated Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):

Associated Cost(s):

none

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

APPLICANT'S STATEMENT

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

Authorized Signatory

of 25 Market Street Inc/Cafe Trevi

Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:



Date: 3/13/2023

Title:

Owner

ADDITIONAL INFORMATION

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

24' 10"

Trevi
Cafe

Entrance

24' 10"

Additional
Tables

Chained off Area

Fountain

Additional
Tables

Sidewalk

Chained off

Fwd: Receipt from nCourt

Samantha Davis

Tue 3/14/2023 12:01 PM

To: Stephanie Coleman <SColeman@mashpeema.gov>

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

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

From: <customerservice@ncourt.com>

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

Subject: Receipt from nCourt

To: <

YOUR RECEIPT >>

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

Paid To

Name: Massachusetts Alcoholic Beverages Control Commission - Retail

Address 1: 95 Fourth Street, Suite 3

City: Chelsea

State: Massachusetts

Zip: 02150

Payment On Behalf Of

First Name: Samantha

Last Name: Davis

Address 1:

City: Mashpee

State/Territory: MA

Zip: 02649

Phone:

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

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

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

Total Amount Paid: \$204.70

Billing Information

First Name Samantha

Credit / Debit Card Information

Last Name Davis

Address 1 300 Falmouth Rd. Unit 17 E

City Mashpee

State/Territory MA

Zip 02649

Emai _

Card Type Visa

Card Number *****6184

IMPORTANT INFORMATION >>

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

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



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

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

AMENDMENT-Change or Alteration of Premises Information

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

ECRT CODE: RETA

Please make \$200.00 payment here: **ABCC PAYMENT WEBSITE**

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE
PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

00069-RS-0670

ENTITY/ LICENSEE NAME 25 Market Street Inc/Cafe Trevi

ADDRESS 25 Market Street

CITY/TOWN Mashpee

STATE MA

ZIP CODE 02649

For the following transactions (Check all that apply):

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

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

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

RENTAL AGREEMENT

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

BASIC DATA

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

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

Commencement Date: when open for business

Termination Date: December 31, 2016

Rent Payment:

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

Extra Charges:

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

Percentage Rent:

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

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

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

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

Security Deposit: none

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

PREMISES

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

TERM OF LEASE

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

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

UTILITIES

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

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

USE OF PREMISES

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

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

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

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

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

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

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

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

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

MAINTENANCE

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

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

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

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

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

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

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

INDEMNITY AND PUBLIC LIABILITY INSURANCE

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

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

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

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

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

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

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

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

LANDLORD'S REMEDIES

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

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

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

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

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

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

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

SURRENDER

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

MISCELLANEOUS PROVISIONS

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

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

Section 10.2 Landlord's Fees and Expenses

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

Section 10.3 Invalidity of Particular Provisions

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

Section 10.4 Provisions Binding, Etc.

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

Section 10.5 Notices

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

Section 10.6 Rules and Regulations

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

Section 10.7 Captions

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

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

Witness:

MASHPEE COMMONS LIMITED PARTNERSHIP

NMS Associates, Inc.

John N

By:

Arnold B. Chace
Its President

(LANDLORD)

25 Market Street Inc.

Joanne Reed

By:

Susan J. Musto
Its Hereunto Duly Authorized

John K. Kuff
(TENANT)

RENTAL AGREEMENT

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

BASIC DATA

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

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

Commencement Date: June 15, 2007

Termination Date: December 31, 2016

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

Security Deposit: none

Use: Office space

PREMISES

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

TERM OF LEASE

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

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

UTILITIES

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

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

USE OF PREMISES

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

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

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

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

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

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

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

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

MAINTENANCE

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

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

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

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

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

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

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

INDEMNITY AND PUBLIC LIABILITY INSURANCE

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

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

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

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

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

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

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

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

LANDLORD'S REMEDIES

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

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

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

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

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

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

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

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

SURRENDER

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

MISCELLANEOUS PROVISIONS

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

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

Section 10.2 Landlord's Fees and Expenses

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

Section 10.3 Invalidity of Particular Provisions

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

Section 10.4 Provisions Binding, Etc.

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

Section 10.5 Notices

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

Section 10.6 Rules and Regulations

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

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

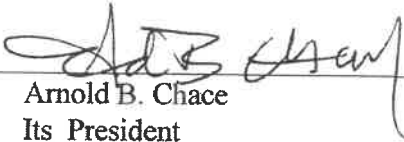
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Witness:

MASHPEE COMMONS LIMITED PARTNERSHIP

NMS Associates, Inc.

By: _____


Arnold B. Chace
Its President

(LANDLORD)

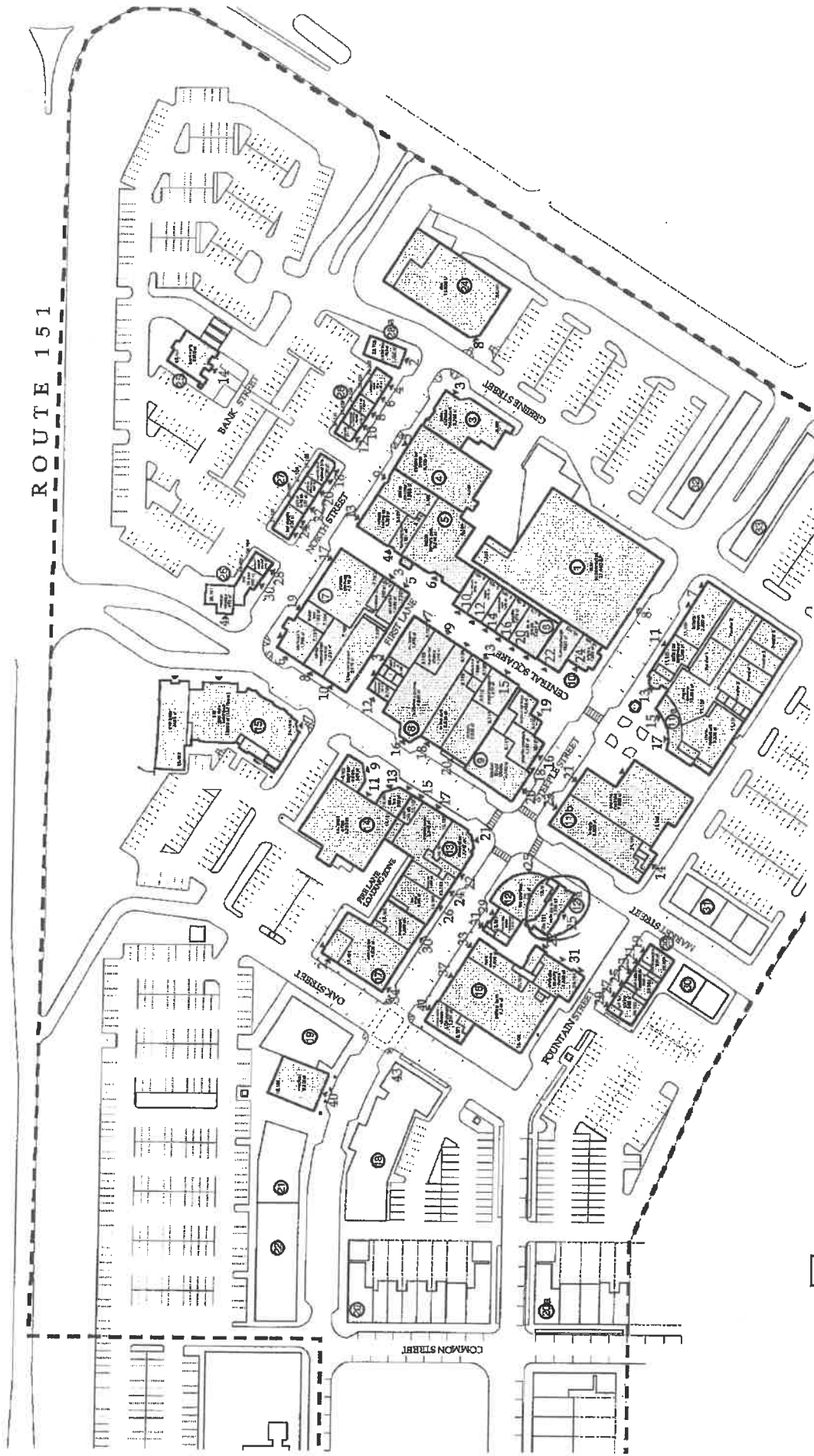
25 Market Street Inc.

By: _____


Susan J. Muste
Its Hereunto Duly Authorized

(TENANT)

ROUTE 151



Mashpee Commons Lease Plan

Exhibit A
13 April 2006

- Existing Building
- Proposed Building



AMENDMENT NO. 1. TO INDENTURE OF LEASE

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

MASHPEE COMMONS II LLC

Its sole member

By NMS Associates, Inc. its General Partner

By: [Signature]
(LANDLORD)

By: [Signature]
(TENANT)

AMENDMENT NO. 2. TO INDENTURE OF LEASE

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

MASHPEE COMMONS II LLC

Its sole member

By NMS Associates, Inc. its General Partner

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

By: Susan J. Musto as president
(TENANT)

May 23, 2022

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

Attn. Rodney C. Collins
Town Manager

VIA HAND DELIVERY AND CERTIFIED MAIL

Re: Extension and Amendment of Host Community Agreement

Dear Mr. Collins,

Unfortunately, several circumstances beyond our control have forced us to reevaluate the development of our Cannabis Cultivation and Production facility (the "Facility") in the Town of Mashpee (the "Town"). In order to facilitate this mutually beneficial project, we hereby respectfully request two amendments to the Host Community Agreement by and between the Town and our affiliate CCC Mashpee Holdings, LLC (together "Cape Cod Cannabis"), dated May 30, 2019 (the "HCA").

First, we request an extension of twenty-four (24) months of the current term (the "Extension"), which pursuant to its Section 15, the HCA expires on May 29, 2022. Second, we request that the location of the planned Facility is changed from 79 Echo Road to 40 Evergreen Circle.

While we have incurred material expenses over the past three years, we have in the past few months encountered obstacles that could not be finally overcome despite our efforts. The projected timeline of our project has been significantly impacted by Covid-19 and the topography of the initially proposed location. For example, Covid-19 caused shortages of professionals required for the implementation of the project and made our selected prefabricated structures for the cultivation facility unavailable until sometime in 2023. Further, despite our continuous efforts, we only recently discovered that the initially proposed site on Echo Road would require material improvements and redevelopment to accommodate the state-of-the-art facilities envisioned and so causing unattainable cost overruns.

We immediately searched for other lots that could accommodate the Facility and that meet the regulatory requirements of the Town. We believe that the best available site is 40 Evergreen Circle in Mashpee, and we have already agreed to material terms to secure the new location with its owner pending the amendment requested hereby. The property has an area in excess of 43,000 sq.ft. and lends itself to the same design of the facility initially intended to be

built on Echo Road, which would make completion of the project very efficient a very little reengineering would be required. Our two provisional licenses for each Cannabis Cultivation and Production from the Massachusetts Cannabis Control Commission to operate in Mashpee are already in place and would only require an administrative amendment as to the change in location.

We are fully committed to expanding our business on Cape Cod. Our Cannabis retail operation in Wellfleet opened its doors on April 15, 2021 and is running profitably. We are certain that we will be equally successful in Mashpee. Further, the construction and subsequent operations of our facility will create dozens of jobs. The requested Extension does not cause any hardship on the Town and affords it the opportunity to generate material income going forward.

It is our great hope that the Town, based on our track record and our already considerable financial and time investment in Mashpee, allow us to build on the foundation we already laid and to finish the mutually beneficial project. Please let us know the next steps you propose and which additional information you may require.

Sincerely,

SBH
CEO

cc: Carol A. Sherman - Chair - Board of Selectman



FREEMAN LAW GROUP LLC
Attorneys at Law



Peter L. Freeman

pfreeman@freemanlawgroup.com

Tel. (508) 362-4700 Mobile (781) 854-2430

Nancy J. MacPhee Legal Assistant

nmacphee@freemanlawgroup.com

Tel. (508) 362-4700 ext. 3

VIA FIRST CLASS US MAIL AND EMAIL TO WTAYLOR@MASHPEEMA.GOV

April 13, 2023

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

Attention: Rodney C. Collins
Town Manager

Re: CCC Mashpee Holdings, LLC - Host Community Agreement dated May 30, 2019

Dear Mr. Collins:

This firm represents CCC Mashpee Holdings, LLC ("CCC Mashpee") in connection with the above-referenced Host Community Agreement. Almost a year ago, my client sent a letter to you requesting an extension of the term of the Agreement, and an amendment as to location. Please see copy of letter dated May 23, 2022 enclosed herewith. My client never received a response, and then approximately last fall, he asked me to contact the Town to try to set up a meeting with the Select Board. I had several emails back and forth with Wayne Taylor and Evan Lehrer; although I had been directed to contact Mr. Lehrer, he then told me that this was not his domain and to contact Mr. Taylor, which I did. Also last December, Mr. Taylor said he would get back to me with a date to meet with the Select Board, but I have not received a date. There may have been some misunderstanding in that his email asked me to provide some information for the Select Board packet, but I was going to wait until I heard about a date; if that is why a meeting date was not set, I apologize.

In any event, we would very much appreciate being on the Agenda for one of the upcoming Select Board meetings. The May 23, 2022 letter speaks for itself as to the reasons for the requested extension and change of location. As a brief summary to add to the information in the letter, the following points also, in our mind, justify the requested amendments:

- The Echo Road location would have required more than \$70,000 to fill in the moon crater before any work could begin;

- CCC Mashpee preferred not to be near the Triple M facility, which at the time of the CCC Mashpee Host Agreement had not been approved as a cultivation facility and did not exist as such; and
- It appears that the cost of utility installations will be less at 40 Evergreen Circle.

As stated in the May 23, 2022 letter, many of the problems CCC Mashpee faced were caused by the COVID-19 pandemic; and thus, we do believe CCC Mashpee's requested extension and amendment are reasonable and justified.

We appreciate your attention to this matter and look forward to meeting with the Select Board.

Thank you.

Very truly yours,



Peter L. Freeman

cc: Simon Butler

Business Overview

CCC MASHPEE HOLDINGS, LLC

May, 2023



CCC Mashpee Holding Group, LLC (“CCC Mashpee Holding Group, LLC” as the “Company”) already has a state cultivation and production Cannabis license in MA. The facility will be focused initially on production and cultivation. The company plans to build a facility footprint, which 9,800-sq ft. of net grow space and a second phase, adding and additional 15,500-sq. ft. of cultivation space.

We have a core team of experts in the areas of employee training, cultivation, production and day-to-day operations, creating a special trustworthy brand.



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MASHPEE

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CCC Mashpee Holdings, LLC Brief Business Overview

Company Overview

CCC Mashpee Holdings, LLC, a Florida limited company, qualified to do business in Massachusetts (the “Company”) is part of a brand of Cannabis cultivation, production, and retail facilities that will provide an unparalleled quality of product and customer shopping experience

Our state-of-the-art cultivation and processing facility will be located in a newly built multi-structure facility located at 40 Evergreen Circle, Mashpee, MA. The property has an area in excess of 43,000 sq. ft. and lends itself to rapid design and construction.

We are planning to build the cultivation compound in two phases:

Stage 1, The facility footprint is 9,800 sq. ft. encompassing a processing building and 3 environmentally isolated greenhouses. The Company intends to start cultivation and processing in the second quarter 2024.

Stage 2, The facility footprint is approximately 15,500 sq. ft. encompassing processing and 6 environmentally isolated greenhouses. All processing will be done and located on Lot 1. The Company intends to start cultivation in the first quarter 2025.

Products & Services: Aside from cultivating Cannabis plant material and extracts, grown on our premises by our expert craftsmen, the Company will sell a wide range of additional Cannabis infused products such as edibles and topicals, through our company owned outlets in other locations. We will also sell unique products from local wholesalers and cultivation co-ops to promote the local economy.

Our Mission: To produce and distribute high quality Cannabis products with service and support our customers can trust. To build our local brand on the core value of high quality production, customer service and care, hospitality, highest-standards of quality, honesty, integrity and transparency and to be partner in the community with enhanced security and meaningful outreach programs.

Vision: Be the number one Cannabis cultivation and retail provider in Massachusetts, by providing the best quality product for competitive prices in an unparalleled shopping environment.

Goal: Our primary goal is to advocate and support a proactive approach to health management by providing a local, safe and supportive environment to cultivate Cannabis and related Cannabis products.

Management: Our executive management team has decades of business experience and will develop a strong, stable verified enterprise that will be a long-term community asset. Our team will build highly vetted and continuously monitored vendor relationships and strategic partnerships, bringing it all together into Cultivation, Production Cannabis possibly a retail business. Our core team of experts in the areas of employee training, cultivation, production and day-to-day operations, creating a special trustworthy brand.

Our operations are supervised by our highly experienced, Management Team (see Bios). We intend to produce a vast product variety of high-quality Cannabis products that are most locally sourced by our experts. The Company will be supervised by, Simon Baker Hill as owner and Larysa Kavaleva as manager of operations and finance.

Cultivation facility Mashpee.

Located at our 40 Evergreen Circle, Mashpee on we propose the initial development of a state-of-the-art greenhouse facility having a combined cultivation capacity under approximately 7,000 sq. ft. net grow space. This first phase of the project should require approximately 6-9 months to develop; the first crop would be planted immediately thereafter. A portion of the cultivation space will be used to store and maintain mother plants and for R&D.



¹ Only examples of greenhouses, but this style intended.

CCC Mashpee Holdings, LLC Brief Business Overview



CCC Mashpee Holdings, LLC Brief Business Overview

Management Team

Our management team brings together a unique set of skills and experience from the corporate environments and technology industries. Key executives include:



Simon A.R. Baker Hill, CEO – More than 20 years of consulting experience including 18 years of SAP/Oracle and industry experience in Retail Supply Chain Strategy and Operations Management with a focus on the Consumer and Social Media specializing in Retail and Consumer Products. Expertise in Internet/Social Media multi-channel and distribution methodology allow for concise solutions and sustainable results. Has acted as a trusted advisor to many senior level executives in various sectors, especially in the Retail Industry (Tobacco, Beverage and Apparel)

- Led multiple highly complex strategy and transformation projects for various global Fortune 500 clients in the retail, Beverage and consumer products sectors
- Engaged in several industry advisory programs designed to reduce enterprise costs, develop efficient and productive processes and procedures, and align organizational structures, for system-wide transformations
- Managed performance improvement programs to develop and align strategies within retail and consumer and industrial product organizations for supply chain and operations
- Retail Sector--leading product innovation with publications such as; The Convergence of Four Elements, Social Media, Information (Big Data), Mobile and Cloud (Business Intelligence, Predictive Analysis, Inventory Optimization, Forecast Algorithms, etc.). This "is what Drives Real Business Value" and on the other to help companies keep expanding its growth across the USA and Latin America
- Month-end closing in 24 hours for one of the largest cigarette corporations. Prior to system implementation the month end closing took close to 60 days
- Product Marketing and Channel Distribution for one of the largest cigarette corporations
- Participated as a speaker (Global Product e-Commerce Platforms) in 2010 Americas Venture Capital Conference at FIU, in Miami, Florida.



Larysa Kavaleva CFO

She received her bachelor's and master's of accounting from Florida International University and is currently a member of the American Institute of Certified Public Accountants and the Association of Certified Fraud Examiners.

Prior to that, Ms. Kavaleva started her career in one of the local offices of America's oldest coin auction house, Stack's. In a matter of three years she became an accountant while continuing her education. She helped the company achieve their goals, created accounting policies and procedures and helped manage the company's finances for over ten years.

CCC Mashpee Holdings, LLC Brief Business Overview

Recently, her work comprised of analyzing and consolidating of financial statements, forecasting, overseeing government compliance and regulations of multiple subsidiary companies. Throughout the years she developed an interest in forensic accounting where she is trying to implement new procedures, with the knowledge of Certified Fraud Examiner, which will help businesses to detect problems and areas of improvement for the benefit of the business.

**HOST COMMUNITY AGREEMENT
FOR THE SITING OF A
MARIJUANA CULTIVATION/PRODUCT MANUFACTURING ESTABLISHMENT IN
THE TOWN OF MASHPEE**

This Host Community Agreement (the "Agreement") entered into this 30 day of MAY, 2019 by and between the **Town of Mashpee**, acting by and through its Town Manager, with a principal address of 16 Great Road North, Mashpee Massachusetts 02649 (hereinafter the "Town") and **CCC Mashpee Holdings, LLC**, a Florida limited liability company with a principal office address of 101 Arch Street, 8th Floor, Boston, MA 02110 (hereinafter "Company").

WHEREAS, Company wishes to locate a licensed Marijuana Cultivation and Product Manufacturing Establishment in the Town at 79 Echo Road, Mashpee, Massachusetts (Assessors' Parcel 19/3/3) (hereinafter the "Establishment") in accordance with Chapter 55 of the Acts of 2017 (the "Act"), G.L. c. 94G, and regulations promulgated by the Cannabis Control Commission ("CCC") pursuant thereto, and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable Bylaws and regulations, as such may be amended;

WHEREAS, Company, notwithstanding any tax exempt status to which it may now, or in the future, be entitled, intends to pay all local taxes attributable to its operation, including sales taxes, real estate and personal property taxes on the space and facilities within which the Establishment is located;

WHEREAS, Company desires to be a responsible corporate citizen and contributing member of the business community of the Town, and intends to provide certain benefits to the Town over and above typical economic development benefits attributable with similar new manufacturing and retail concerns locating in the Town;

WHEREAS, the parties intend by this Agreement to satisfy the provisions of 935 CMR 500, et seq. and of G.L. c. 94G §3(d), as established in the Act, applicable to the operation of the establishment of Marijuana Establishments in the Town;

NOW THEREFORE, in consideration of the provisions of this Agreement, the Company and the Town agree as follows:

1. Community Impact

The Town anticipates that, as a result of the Company's operation of the Establishment, the Town will incur additional expenses and impacts upon its road system, infrastructure, law enforcement, inspectional services, permitting services, administrative services and public health services, in addition to potential additional unforeseen impacts upon the Town. Accordingly, in order to mitigate the financial impact upon the Town and use of Town resources, the Company agrees to annually pay a community impact fee to the Town, in the amounts and under the terms provided herein (the "Annual Payments").

2. Annual Payment

In the event that the Company obtains a Final License or Licenses, or such other licenses and/or approvals as may be required, for the operation of the Establishment in the Town from the Massachusetts Cannabis Control Commission (the "CCC"), or such other state licensing or monitoring authority, as the case may be, and receives any and all necessary and required permits and licenses of the Town, and at the expiration of any final appeal period related thereto, said matter not being appealed further, which said permits and/or licenses allow the Company to locate, occupy and operate the Establishment in the Town, then the Company agrees to provide the following Annual Payment for each year this Agreement is in effect; provided, however, that if the Company fails to secure any such other license and/or approval as may be required, or any of required municipal approvals, the Company shall reimburse the Town for its reasonable legal fees associated with the negotiation of this Agreement.

- a. Company shall make Annual Payments in an amount equal to three percent (3%) of gross revenue from marijuana and marijuana product sales at the Establishment. In the first year of operation, the Annual Payment shall be paid in two payments. The first payment shall be in the amount of Two Hundred Thousand (\$200,000) within sixty (60) days of commencement of sales at the Establishment. The second payment shall be the balance of the three percent of gross sales less the initial Two Hundred Thousand (\$200,000) payment. The balance of the Annual Payment shall be due no later than thirteen (13) months after the initial marijuana and/or marijuana product sales date (the "Opening Date")
- b. In the second, third, fourth and fifth years of operation: 3% of the gross marijuana and marijuana products sales/distribution at the Establishment in each year of operation shall be paid in two (2) six (6) month segments; the first, covering the first six (6) months of the operating year, measured annually from the Opening Date, shall be paid within two hundred forty (210) days of the commencement of the year of operation and the balance, covering the second six (6) months of the operating year, to be paid within thirty (30) days after the end of the year of operation.
- c. With regard to any year of operation for the Establishment which is not a full calendar year, the applicable Annual Payments shall be pro-rated accordingly.

3. Dedication of Payments.

Company shall make the Annual Payments set forth in Paragraph 2, above, to the Town of Mashpee. To the extent now or hereafter permitted by law, the Treasurer of the Town may hold the Annual Payments in a separate account, to be expended by the Town without further appropriation pursuant to G.L. c. 44, § 53A, or otherwise in trust, for the purposes of addressing the potential health, safety, and other effects or impacts of the Establishment on the Town on municipal programs, services, personnel, and facilities. Otherwise, said Annual Payments shall be deposited into the General Fund. While the purpose of the Annual Payments is to assist the Town in addressing any public health, safety, and other effects or impacts the Establishment may have on the Town and on municipal programs, services, personnel, and facilities, the Town may expend the Annual Payments at its sole and absolute discretion. Notwithstanding the Annual Payments, nothing shall prevent the Company from making additional donations from time to time to causes that will support the Town, including but not limited to local drug abuse prevention/treatment/education programs.

4. Other Local Payments

Company anticipates that it will make purchases of water, and sewer (if available) from local government agencies. Payment of any Mashpee Water and Sewer District or other governmental agency assessments, fees and charges relating to services provided to the Establishment are separate and distinct from the payment obligations established by other provisions of this Host Community Agreement. Company will pay any and all fees associated with the local permitting of the Establishment. If the Town receives other payments from the Company or from the Department of Revenue or any other source, including but not limited to taxes imposed by an act of the legislature of the Commonwealth of Massachusetts, or a mandate from the Town for said payments, the amounts due from the Company to the Town under the terms of this Agreement shall not be reduced by the amount of such other payments.

It is, further, acknowledged by the Company that in the event the Town adopts, by local option, the additional local 3% tax on the retail sale of marijuana or marijuana products pursuant to G.L. c. 64N, § 3, as of the effective date of said tax, said tax, if applicable to any such retail sales made at the Establishment, shall be paid as a local tax in addition to any other payments stipulated herein.

5. Education and Prevention Programs

The Company, in addition to any other payments specified herein, shall annually contribute to a non-profit entity or entities approved by the Board of Selectmen in an amount no less than Two Hundred Fifty Thousand Dollars (\$250,000) for the purposes of drug abuse prevention/treatment/education programs (the "Annual Donations"). The education programs shall be held in Mashpee and those communities adjacent to Mashpee. Prior to the selection of a non-profit entity program for this purpose, the Company will review its intentions with the Town, acting through its Town Manager and Chief of Police to ensure that the proposed programming is consistent with community needs. The Annual Donations shall not be considered part of the Annual Payment to the Town. Documentation of the Annual Donations shall be made in accordance with the Annual Payment schedule set forth in Paragraph 2. In the event that no non-profit entity can be readily identified to offer the appropriate programming to Mashpee and the surrounding area, the contribution shall be paid to the Town to hold in a restricted fund for release upon mutual and written agreement of the Company and Town once an eligible non-profit program is identified.

6. Annual Filing

Company shall notify the Town when the Company commences sales at the Establishment and shall submit annual financial statements for the aggregate prior year to the Town on or before May 1st, which shall include certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. Upon request, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent, allowed by law) as it is required by the Commonwealth to obtain and maintain a license for the Establishment. Company shall provide

the Town with evidence that the financial records submitted to the Town are the same documents provided to and used as the basis for determination of sales tax payments to the Massachusetts Department of Revenue.

The Company shall maintain its books, financial records and any other data related to its finances and operations in accordance with standard accounting practices and any applicable regulations and guidelines promulgated by the Commonwealth of Massachusetts. All records shall be retained for a period of at least seven (7) years in any of the company group's locations.

7. Re-Opener/Review

In the event that the Company enters into a host community agreement for a Marijuana Cultivation Establishment with another municipality in the Commonwealth of Massachusetts that contains terms that are superior to what the Company agrees to provide the Town pursuant to this Agreement, then the parties shall reopen this agreement and negotiate an amendment resulting in benefits to the Town equivalent or superior to those provided to other municipality.

8. Local Taxes

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for the property shall be paid either directly by the Company or by its landlord, and neither the Company nor its landlord shall object to or otherwise challenge the taxability of such property and shall not seek a non-profit exemption from pay such taxes. Notwithstanding the foregoing, (i) if real personal property owned, lease or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 of this Agreement.

9. Community Support and Operational Obligations

a. Local Vendors

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company will make every commercially possible effort in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Establishment.

b. Employment

Except for senior management or highly specialized staff, and to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company shall use good faith efforts to hire Town residents.

c. Approval of Administrator

If requested by the Town, the Company shall provide to the Town, for review and approval, the name and relevant information, including but not limited to the information set forth in 105 CMR 725.030 relative to Registered Medical Marijuana Dispensary Agents, or such other state regulations, as the case may be, of the person proposed to act as on-site Administrator of the Establishment. The submittal shall include authorization and all fees necessary to perform a criminal history (CORI) check or similar background check. The Town, through its Town Manager, shall consider such information for approval within thirty (30) days following submittal to determine, in consultation with the Mashpee Police Chief, if the person proposed is of suitable character to act as on-site Administrator.

d. Educational Programs

Company shall provide staff to participate in a reasonable number of Town-sponsored educational programs on public health and drug abuse prevention, and to work cooperatively with other Town public safety departments not mentioned in the Agreement.

e. Traffic Mitigation

If the Town Manager and/or the Police Chief shall determine that operation of the Establishment has caused or is substantially contributing to unsafe or inconvenient vehicular or pedestrian traffic conditions in the vicinity of the Establishment, said Town Manager or Police Chief may request, and the Company shall implement, such traffic mitigation or control measures, including, but not limited to, use of detail officers, implementation of pre-scheduled customer appointments, or other such reasonable measures as may be required to minimize such traffic impacts.

f. Odor/ Noise Mitigation

The Company further agrees that it will implement the following mitigation measures at the Establishment, subject to the review and approval of the Mashpee Board of Health:

- 1) A proposed odor mitigation plan, including odor mitigation equipment specifications and floor plans indicating the proposed locations of odor mitigation equipment. Odor mitigation equipment shall be state-of-the-art equipment to the extent commercially practicable. Such odor mitigation plan shall be subject to peer review by a qualified marijuana odor mitigation consultant designated by the Board of Health.

- 2) A proposed noise mitigation plan for any mechanical equipment proposed for the cultivation/product manufacturing processes at the Establishment. Noise mitigation equipment shall be state-of-the-art to the extent commercially practicable. The noise mitigation plan must document compliance with applicable Massachusetts Department of Environmental Protection standards and any local Bylaws, regulations or requirements regulating ambient noise generated by commercial or manufacturing establishments.

10. Town Support

The Town agrees to submit to the CCC, or such other state licensing or monitoring authority, as the case may be, certification of compliance with applicable local bylaws relating to the Company's application for a License to operate the Establishment where such compliance has been properly met, but it makes no representation or promise that it will act on any other license or permit request, including, but not limited to any Special Permit or other application for zoning relief submitted by the Company, in any particular way other than by the Town's normal and regular course of conduct and in accordance with their rules and regulations and any statutory guidelines governing the same. The Town agrees to use reasonable efforts to work with Company, if approved, to assist the Company with its community support and employee outreach programs.

This Agreement does not affect, limit, or control the authority of Town boards, commissions, and Departments to carry out their respective powers and duties to decide upon and to issue, condition, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations pertaining to those boards, commissions, and departments, or to enforce said statutes, Bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the Establishment to operate in the Town, or to refrain from enforcement action against the Company and/or the Establishment for violation of the terms of any such permits and approvals or said statutes, Bylaws, and regulations.

11. Establishment Security

- a. Company shall maintain security at the Establishment at least in accordance with the security plan presented to the Town and Approved by the CCC, or such other state licensing or monitoring authority, as the case may be. In addition, the Company shall at all times comply with all applicable laws and regulations regarding the operations of the Establishment and the security thereof. Such compliance shall include, but will not be limited to: providing hours of operation; after-hours contact information and access to surveillance operations; and requiring Establishment agents to produce their Agent Registration Card to law enforcement upon request.

- b. To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authorities, as the case may be, the Company shall work with the Town's Police Department to determine the placement of exterior security cameras to provide an unobstructed view in each direction of the public way(s) on which the Establishment is located.
- c. Company agrees to cooperate with the Town's Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communication with the Police Department of any suspicious activities at or in the immediate vicinity of the Establishment, and with regard to any anti-diversion procedures.
- d. To the extent requested by the Town's Police Department, the Company shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent marijuana and marijuana product diversion, such plan to be in place prior to the commencement of operations at the Establishment. Such plan shall include, but is not limited to, (i) training the Company employees to be aware of, observe, and report any unusual behavior in authorized visitors or other Company employees that may indicate the potential for diversion; and (ii) utilizing seed-to-sale tracking software to closely track all inventory at the Establishment.
- e. Company shall promptly report the discovery of any of the following circumstances to the Town's Police within twenty-four (24) hours of the Company becoming aware of such circumstance: diversion of marijuana; unusual discrepancies identified during inventory; theft; loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, or dispensary agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.

12. Improvements to the Establishment Site

Company shall make capital improvements to the site at which the Establishment is located such that the property will be consistent with the look and feel of the Town, and be of construction standards at least at the quality of other nearby businesses. Company agrees to comply with all laws, rules, regulations and orders applicable to Establishment, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

13. On-site Consumption

Company agrees that, even if permitted by statute or regulation, it will prohibit on-site consumption of marijuana or marijuana-infused products at the Establishment.

14. Term and Termination

This Agreement shall take effect on the day above written, subject to the contingencies noted herein. This Agreement shall continue in effect for so long as the Company operates the Establishment or any similar Marijuana Establishment within the Town, or five (5) years from the date of this Agreement, whichever is earlier. At the conclusion of the term of this Agreement, the parties shall reasonably renegotiate a new Host Community Agreement in accordance with the then current prevailing regulations and laws, as such regulations and laws may be amended or replaced. In the event the Company no longer does business in the Town or in any other way loses or has its License revoked by the Commonwealth, this Agreement shall become null and void; however, the Company will be responsible for the prorated portion of the Annual Payment due as under section 2 above. The Town may terminate this Agreement at any time.

15. Failure to Commence Operation and/or Relocation

This Agreement shall be null and void in the event that the Company shall (i) fail to commence operation of the Establishment in the Town within three (3) years of the execution of this Agreement, in which case, the Company shall reimburse the Town for its legal fees associated with the negotiation of this Agreement, or (ii) relocate the Establishment out of the Town. In the case of relocation out of Town, an adjustment of funds due to the Town hereunder shall be calculated based upon the period of operation within the Town, but in no event shall the Town be responsible for the return of any funds already provided to it by the Company. If, however, the Establishment is relocated out of the Town prior to the second anniversary of the date of this Agreement, the Company shall pay the Town as liquidated damages an amount equal to ten thousand dollars (\$10,000) in consideration of the expenditure of resources by the Town in negotiating this agreement and preparing for impacts.

16. Governing Law

This Agreement shall be governed in accordance with the laws of the Commonwealth of Massachusetts and venue for any dispute hereunder shall be in the courts of Barnstable County.

17. Amendments/Waiver

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

18. Severability

If any term or condition of the Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced. Further, the Company agrees it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Company in a court of competent jurisdiction, the Company shall pay for all reasonable fees and costs incurred by the Town in enforcing this Agreement.

19. Successors/Assigns

This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. The Company shall not assign, sublet or otherwise transfer rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Town, and shall not assign any of the monies payable under this Agreement, except by and with the written consent of the Town and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Town.

20. Headings

The article, section and paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

21. Counterparts

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

22. Signatures

Facsimile signatures affixed to this Agreement shall have the same weight and authority as an original signature.

23. Entire Agreement

This Agreement constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

24. Notices

Except as otherwise provided herein, any notices, consents, demands, request, approvals or other communications required or permitted under this Agreement shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and will be effective upon receipt for hand or said delivery and three days after mailing, to the other Party at the following addresses:

To Town: Rodney C. Collins
Town Manager
Town of Mashpee
16 Great Neck Road North
Mashpee, MA 02649

To Company: David R. Pike
President
CCC Mashpee Holdings, LLC
101 Arch Street, 8th Floor
Boston, MA 02110

Copy to: John W. Kenney
Attorney
1550 Falmouth Road
Centerville, MA 02632

25. Retention of Regulatory Authority

By entering into this Agreement, the Town does not waive any enforcement rights or regulatory authority it currently hold over any business activity in the Town.

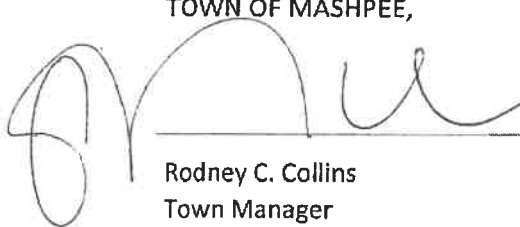
26. Third Parties

Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Town or the Company.

In witness whereof, the parties have hereafter set faith their hand as of the date first above written.

TOWN OF MASHPEE,

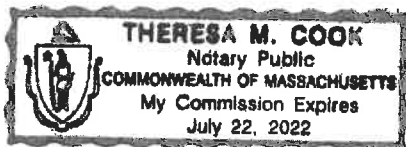
CCC MASHPEE HOLDINGS, LLC


Rodney C. Collins
Town Manager
By: David R. Pike
Its: President

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this 30 day of MAY, 2019, before me, the undersigned Notary Public, personally appeared the above-name Rodney C. Collins, proved to me by satisfactory evidence of identification, being (check whichever applies): _____ driver's license or other state or federal governmental document bearing a photographic image, _____ oath or affirmation of a credible witness know to me who knows the above signatory, or ☒ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.

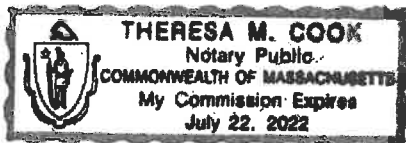


Theresa M. Cook
Notary Public: THERESA M. COOK
My commission Expires: JULY 22, 2022

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this 30 day of MAY, 2019, before me, the undersigned Notary Public, personally appeared the above-name DAVID R. PIKE proved to me by satisfactory evidence of identification, being (check whichever applies): ☒ driver's license or other state or federal governmental document bearing a photographic image, _____ oath or affirmation of a credible witness know to me who knows the above signatory, or _____ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.



Theresa M. Cook
Notary Public: THERESA M. COOK
My commission Expires: JULY 22, 2022

Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

Applicant

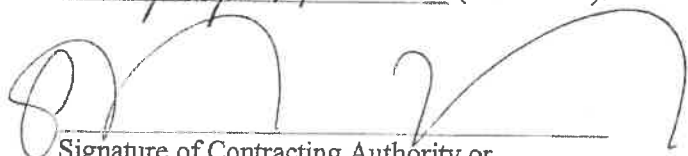
I, David R. Pike, (insert name) certify as an authorized representative of CCC Mashpee Holdings LLC (insert name of applicant) that the applicant has executed a host community agreement with Town of Mashpee (insert name of host community) pursuant to G.L.c. 94G § 3(d) on 5-30-19 (insert date).



Signature of Authorized Representative of Applicant

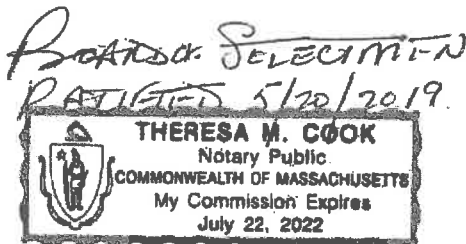
Host Community

I, RODNEY C. COLLINS, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Mashpee (insert name of host community) to certify that the applicant and Town of Mashpee (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 5/30/2019 (insert date).



Signature of Contracting Authority or
Authorized Representative of Host Community

RODNEY C. COLLINS
Town Manager



RODNEY C. COLLINS; PERSONALLY
KNOWN TO ME

Theresa M. Cook 5/30/2019
THERESA M. COOK

NOTARY PUBLIC

My Commission expires July 22, 2022



TOWN OF MASHPEE

OFFICE OF THE SELECT BOARD

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

MEMORANDUM

Date: March 11, 2023

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 Applications

Description

Discussion of the following Annual Special Event and Temporary Sign Permit applications:

- **Boston Interiors Annual Tent Sale, Temporary Sign Permit: May 15 – May 21, 2023:** two (2) freestanding, folding two sided A frame style signs that read Boston Interiors – Tent Sale – This Weekend Only.
- **Falmouth Rod and Gun Club Annual Yard Sale Temporary Sign Permit: May 23 – June 3, 2023:** Ten (10) 2' x 2' freestanding signs that read Falmouth Rod and Gun Club Yard Sale June 2nd.

- **Veteran's War Memorial and Dedication Ceremony: Saturday, June 17, 2023: *Richard DeSorgher*:**

Board of Health: Approved, Please have all food trucks check in with the Health Department at least 30 days before the event.

Building: Approved.

DPW: Will provide recommendations and or requirements at the June 6th meeting once parade route information is finalized.

Fire: Approved

Police: Approved, 5 detail officers will be required for this event. A meeting scheduled for June 6th will confirm the size of the event that is being anticipated.

- **3rd Race Amity Day Festival: Sunday, June 11, 2023: *Rowela Kent*:**

Board of Health: Approved, Make sure food vendors are permitted with the Health Department at least two weeks prior. And please supply the Health Department with a list of vendors.

Building: Approved.

DPW: Approved, DPW will stage traffic barrels and tables at the property on the Friday before the event. The applicant shall be responsible for placing barrels and tables out as needed. The applicant shall also be

responsible for removing/securing the barrels and tables after the event. DPW will provide additional trash barrels with bags in the Community Park on the Friday before the event. The applicant shall be responsible for picking up litter and securing trash bags after the event. Use of the public bathrooms outside the Archives building is proposed. The applicant should obtain a key from the Town Manager's office. The applicant shall be responsible for opening the bathrooms for the event and then securing them after. The applicant is proposing to display a banner in the pavilion. If approved by the Select Board, applicant shall coordinate getting the banner to the DPW before the event for DPW to hang.

Fire: Approved

Police: Approved, 1 officer working shift will be assigned to assist with this event (traffic, pedestrians, security)

- **Second Summer Cycle: Sunday, September 17, 2023: *W. Patrick Lentell***

Board of Health: Approved

Building: Approved.

DPW: Approved, Applicant shall be responsible for removing all route signage after the event.

Fire: Approved

Police: Approved, 5 detail officers will be required for this event. A meeting scheduled for June 6th will confirm the size of the event that is being anticipated.

BOSTON INTERIORS



Tear Drop Flag - Small Double
Printer Template
CMYK Color space

1. Place your artwork on the appropriate layer
2. Keep all important elements at least 2" from edge
3. Save as a PDF

BOSTON INTERIORS

boston interiors

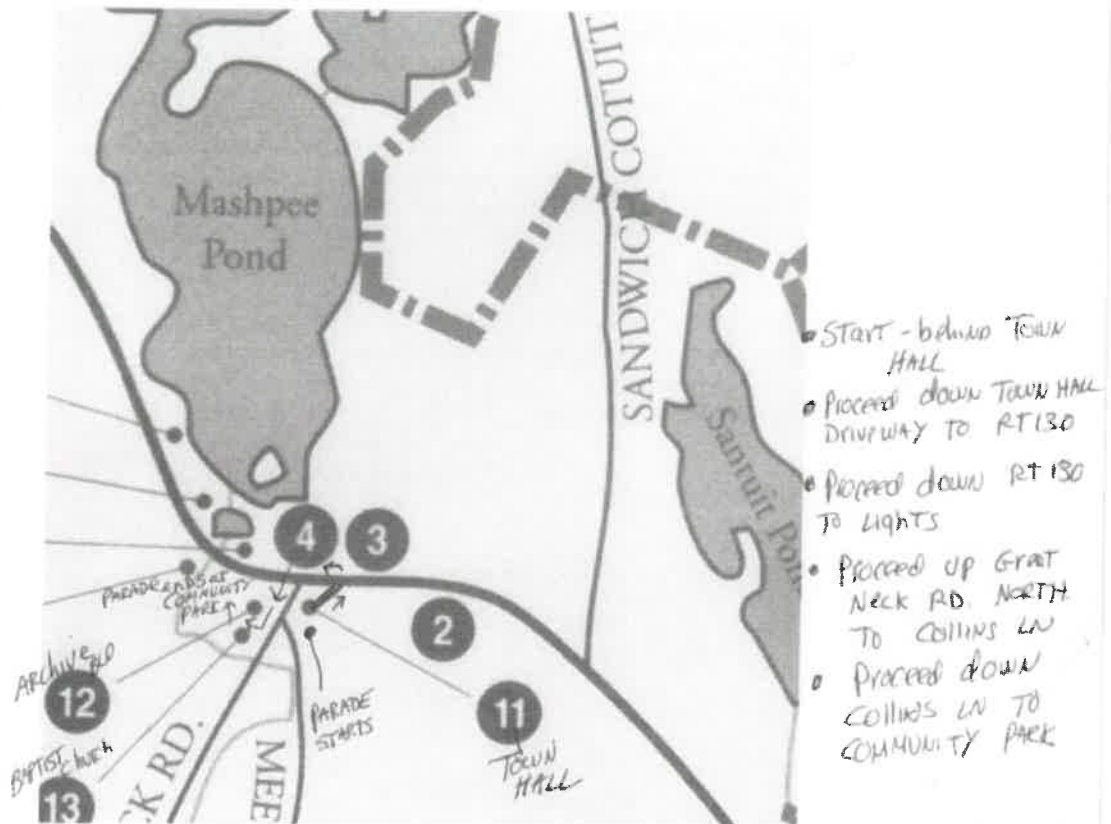
tent
SALE

boston interiors

tent
SALE

"VETERAN'S WAR MEMORIAL AND DEDICATION CEREMONY"

JUNE 17 VETERANS WAR Memorial PARADE
Route



DRAFT

3rd Annual MASHPEE

RACE AMITY DAY FESTIVAL

Sunday, June 11, 2023

12PM - 4PM

Mashpee Community Park
(Collins Lot)

FUN ACTIVITIES FOR KIDS
LIVE ENTERTAINMENT
GUEST SPEAKERS
FOOD TRUCKS

FREE

Cape Cod Coffee , Polar Cave Ice Cream & Cape Cod Kettle Corn

*Pets:
Service dogs
ONLY*

Presented by:

Mashpee Inclusion & Diversity Committee

More info at

<https://bit.ly/MRaceAmityv2023>

Funded by:



5



Surfaces



Paved	85.1 mi	99%
Unpaved	1.2 mi	1%























Cuesheet

→ Turn right onto Great Neck Road South	0.0 mi
→ Turn right	0.0 mi
← Turn left	0.0 mi
↱ Keep left	0.4 mi
← Turn left	1.0 mi
→ Turn right onto Great Neck Road South	1.0 mi
→ Turn right onto Holland Mill Road	1.5 mi
← Turn left	1.5 mi
← Turn left onto Pow Wow Road	1.6 mi
→ Turn right onto Great Neck Road South	1.6 mi
← Turn left	2.2 mi
← Turn left onto Great Neck Road South	2.2 mi
↱ Keep left onto Great Oak Road	2.4 mi
← Turn left	5.1 mi
← Turn left	5.2 mi
→ Turn right	5.2 mi
→ Turn right onto Great Oak Road	5.3 mi
← Turn left	8.5 mi
→ Turn right	8.5 mi

← Turn left	8.6 mi
→ Turn right onto Holland Mill Road	9.0 mi
← Turn left onto Great Neck Road South	9.0 mi
← Turn left	9.4 mi
→ Turn right	9.4 mi
↱ Keep left	10.0 mi
→ Turn right	10.4 mi
← Turn left	10.4 mi
↱ Keep left	10.4 mi
↰ Turn sharp left	10.5 mi
↷ Turn sharp right onto Great Neck Road South	10.5 mi
↱ Keep right onto Great Neck Road South	10.7 mi
↑ Enter roundabout	10.8 mi
↑ At roundabout, take exit 3 onto Great Neck Road North	10.8 mi
← Turn left onto Ryans Way	11.0 mi
→ Turn right	11.0 mi
↷ Turn sharp right	11.4 mi
↰ Turn sharp left onto Great Neck Road North	11.4 mi
→ Turn right	12.6 mi
← Turn left	12.6 mi
← Turn left	12.7 mi
→ Turn right onto Great Neck Road North	12.7 mi
↱ Keep left onto Great Neck Road North	13.0 mi
← Turn left	13.0 mi
→ Turn right	13.1 mi
→ Turn right	13.2 mi
← Turn left onto Main Street, MA 130	13.2 mi

➤ Keep right onto Bakers Road	14.0 mi
➤ Keep left onto Bakers Road	14.1 mi
➤ Turn left	14.2 mi
➤ Turn right onto Main Street, MA 130	14.4 mi
➤ Turn right onto Service Road	20.2 mi
➤ Turn right	26.8 mi
➤ Turn right onto Prospect Street	26.9 mi
➤ Continue onto Prospect Street, MA 149	26.9 mi
➤ Keep left onto Osterville-West Barnstable Road	27.0 mi
➤ Turn left	28.1 mi
➤ Turn left onto Race Lane	28.2 mi
➤ Keep left onto Oak Street Centerville	29.1 mi
➤ Continue onto Oak Street	29.1 mi
➤ Turn left onto Iyanough Road, MA 132	31.0 mi
➤ Turn right onto Main Street, MA 6A	31.1 mi
➤ Turn right	33.1 mi
➤ Turn left	33.1 mi
➤ Turn left	33.2 mi
➤ Turn right onto Main Street, MA 6A	33.2 mi
➤ Turn left onto Stoney Point Road	35.0 mi
➤ Turn sharp left onto Main Street, MA 6A	35.0 mi
➤ Turn left onto Center Street	37.5 mi
➤ Turn left onto Main Street, MA 6A	37.5 mi
➤ Keep right onto Setucket Road	39.0 mi
➤ Continue onto Setucket Road	40.1 mi
➤ Turn slight right onto Stony Brook Road	44.6 mi
➤ Turn slight right onto Main Street, MA 6A	45.4 mi

↑	Continue onto Route 6a, MA 6A	50.7 mi
↗	Turn slight right onto Cranberry Highway, MA 6A	50.8 mi
↙	Turn sharp left onto West Road	51.2 mi
↗	Keep right onto West Road	51.9 mi
↗	Turn slight right onto Skaket Beach Road	52.0 mi
←	Turn left onto Rock Harbor Road	52.4 mi
→	Turn right onto Rock Harbor Road	52.9 mi
←	Turn left onto Bridge Road	53.8 mi
←	Turn left onto Massasoit Road	58.6 mi
←	Turn left onto Grove Street	60.1 mi
→	Turn right onto Rose Street	60.1 mi
→	Turn right onto Eagle	60.2 mi
←	Turn left onto West Road	60.2 mi
↗	Keep right onto West Road	60.6 mi
←	Turn left onto Route 6, US 6	60.6 mi
→	Turn right onto Lecount Hollow Road	63.0 mi
→	Turn right onto Lecount Hollow Road	63.0 mi
↙	Keep left onto Oceanview Drive	63.7 mi
↑	Continue onto Ocean View Drive	65.6 mi
←	Turn left onto Long Pond Road	65.6 mi
↗	Keep right	67.1 mi
←	Turn left	67.1 mi
→	Turn right onto Long Pond Road	67.2 mi
→	Turn right onto Main Street	67.8 mi
→	Turn right onto West Main Street	68.5 mi
↙	Keep left onto West Main Street	68.8 mi
↑	Continue onto Pole Dike Road	69.1 mi

 Keep right onto Old County Road North	70.3 mi
 Keep left onto Old County Road North	70.6 mi
 Keep left onto Old County Road	71.1 mi
 Continue onto Old County Road	72.4 mi
 Continue onto Old County Road	73.6 mi
 Continue onto Depot Road	73.7 mi
 Turn slight left onto Old Route 6A	74.2 mi
 Keep left onto Castle Road	74.4 mi
 Continue onto Castle Road	74.9 mi
 Keep right onto Castle Road	75.6 mi
 Turn left onto Route 6, US 6	76.3 mi
 Turn right onto South Highland Road	77.0 mi
 Turn left onto Highland Road	78.4 mi
 Continue onto Highland Road	79.1 mi
 Continue onto Highland Road	79.3 mi
 Turn right onto Shore Road, MA 6A	79.4 mi
 Turn right	85.5 mi
 Turn left	85.5 mi
 Turn right onto Standish Street	85.5 mi
 Turn sharp left onto Cemetery Road	85.7 mi
 Turn sharp right onto Alden Street	85.7 mi
 Turn left onto Winslow Street	86.1 mi
 Turn left onto Jerome Smith Road	86.1 mi
 Turn right onto Winslow Street	0.0 mi

Collapse Cuesheet

Segments

MEMO

To: Select Board

Chair Marie Stevenson

From: MIDC

Date: April 17, 2023

At the MIDC meeting held on January 17th, a vote was taken to add the term “belonging” to goal 5 of policy 079. The committee is requesting approval for goal 5 to read as follows “support or suggest programs or activities that promote a culture of respect and belonging for all persons”

Explanation and Rationale: Many DEI groups are responding to the literature and research adding the concept of belonging to diversity, equity, and inclusion. As much as we recognize diversity and strive to include all, each citizen needs to feel like a full member of the community in which he or she can thrive. “Diversity is having a seat at the table, inclusion is having a voice, and belonging is having that voice be heard. With these concepts in mind the MIDC is embarking on an ambitious plan to involve the entire community in building an even stronger culture of acceptance and connectivity.

Mashpee Inclusion and Diversity Committee

I. BACKGROUND

This policy is intended to replace the Affirmative Action Committee and No Place for Hate Committee in their entirety. Any existing member(s) of either Committee are transferred over to the Mashpee Inclusion and Diversity Committee.

II. PURPOSE

The Select Board shall appoint a Mashpee Inclusion and Diversity Committee to:

1. Promote, embrace and support the cultural enrichment of Mashpee's diverse population as an important element of a healthy and vibrant community.
2. Provide a welcoming environment by encouraging cooperation and respect among and by all persons who come in contact with the town including residents, visitors and persons passing through.
3. Strive for a community characterized by the values of inclusion. Inclusion is defined as actively pursuing goals of including, integrating, engaging, and welcoming all persons regardless of their race, color, ethnicity, gender, sexual orientation, gender identity, disability, age, religion, creed, ancestry national origin, military or veteran status, marital status, family status, or receipt of public benefits.
4. Foster civic engagement of all residents with mutual respect for the contributions that every individual or group makes toward community goals.
5. Support or suggest programs or activities that promote a culture of respect and belonging for all persons.

III. MEMBERSHIP

The Select Board shall appoint the Mashpee Inclusion and Diversity Committee consisting of nine voting members for two (2) year terms. One (1) member shall represent the Mashpee Public Schools (designated by a vote of the School Committee), one (1) member shall represent the Wampanoag Tribe (designated by the Mashpee Wampanoag Tribe), and the remaining seven (7) at-large members shall be appointed by vote of the Select Board to represent the interests in the purpose statement. There shall be three (3) non-voting members as follows: a liaison from the Select Board (designated annually by the Chair of the Select Board), a high school student currently in their junior or senior year to allow for such student to serve for two (2) years (designated by a vote of the School Committee to a term of two (2) years) and the Human Resources Department Compliance Officer respectively.

IV. VACANCIES

Whenever a vacancy shall occur in the membership of the committee by reason of death, resignation, inability to act, absence from three consecutive meetings, or for any other reason, the vacancy shall be filled by appointment by the Select Board for the remainder of the term. In order to have representation from the various listed interests in the purpose statement, the Committee will recruit, meet with prospective members and forward nominations to the Select Board for their consideration and approval consistent with Policy 001.

V. ORGANIZATION

The Committee, at its first annual meeting and thereafter annually in July of each year shall elect from its membership a Chairperson and Vice-Chairperson. Each officer shall hold office until the next annual election. In the event of a vacancy in either office, the committee shall hold a special meeting for the purpose of electing one (1) member to fill the vacancy.

VI. ANNUAL REPORT

The committee shall prepare an annual report of its activities to the Select Board.

VII. POWERS AND DUTIES

The Committee will serve as a resource to the Town of Mashpee, Select Board and the public. The committee may conduct ongoing campaigns, may host or may participate in free public events each year to facilitate public education on diversity, discrimination and community building as relevant to Mashpee. The committee shall not operate as an adjudicatory body.

***Adopted by the
Mashpee Select Board
September 11, 2018
Proposed for revision:
May 15, 2023***

"Preserving public trust and providing professional services"

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: Select Board
From: Town Manager Rodney C. Collins
Re: Electronic Voting System
Date: May 11, 2023

As you know, the Town Meeting vote counting can be a time consuming process despite the efficiency of the Town Clerk's staff. Additionally, I believe that most people would prefer to cast their vote in private than in public view, especially with some emotions (or even hostility) attached to certain issues.

I respectfully request that you review the attached information concerning the electronic voting system. I have a plan to endorse this system and to fund it. I will discuss the plan on May 15, 2023.

The objective of this plan is to streamline the vote tally process and make it less time consuming while at the same time encouraging people to participate with their preferences without concern or intimidation of how they wish to vote.

This plan is supported by the Town Moderator and the Town Clerk.



Town of Chatham

Finance Committee

549 Main Street

Chatham, MA 02633



Stephen S. Daniel
CHAIRMAN
sdaniel@seyron.com

Alix Heilala
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~ OUR PERSPECTIVE ~

ON

ELECTRONIC VOTING AT TOWN MEETING

Over the past several years Chatham Moderator William Litchfield has taken advantage of periodic lulls in Town Meeting to query the collected legislature on matters both important and trivial. Often, these lulls occur while the Town Clerk and her team of Tellers are hand-counting close votes and calculating outcomes; typically, a time-consuming exercise. Given the frequency of the Moderator's queries, one might be excused for suspecting that one of Moderator Litchfield's favorite Town Meeting questions is, in fact, around the adoption of electronic voting for Town Meeting. Interestingly, over recent years the outcome of the vote in support of the adoption of electronic voting at town meeting has grown steadily more weighted towards the "Yes" side, achieving near unanimity in 2022.

Following a series of conversations between the Chairman of the Finance Committee and Moderator Litchfield, and in the slowness of our pre-budget winter, the Finance Committee has elected to take the bait, establishing the Electronic Voting Working Group ("EVWG") to fully explore the question of adopting electronic voting at Chatham's town meeting, and to make any recommendation(s) stemming from such exploration to the Moderator, the Select Board and the Town Manager for their consideration.

Context

According to records shared by the Massachusetts Moderator's Association and the Town of Wayland, over 70 communities in the Commonwealth have adopted electronic voting practices for their town meetings (please see Exhibit A, attached hereto). According to meeting records, studies and reports from a range of these towns, these municipalities acted after considerable due diligence and after becoming assured over concerns about data security, personal privacy, accuracy, and timeliness of vote counting. Every municipality the EVWG and the Moderator spoke with, or read about, expressed no reservations whatsoever about their adoption of

electronic voting. The experience of these communities provides a very sturdy foundation upon which to conduct our analysis.

Perhaps somewhat surprisingly, studies cited by prospective vendors of voting systems to Chatham suggest that the primary interest of voters when considering the adoption of electronic voting is its ability to enhance privacy. It seems that neighbors and local merchants share a concern over whether their neighbors or customers know how they vote on a particular topic. Next among interests is the ability of electronic voting to accurately and quickly tabulate vote results. Lastly, the research shows that electronic voting curates a more positive meeting environment by eliminating voice votes when one or both sides resorts to shouting to suggest more enthusiasm for a particular issue.

Tangentially, and if the Town of Chatham does acquire an electronic voting system, we would encourage our decision makers to consider the potential for alternative uses for such a system beyond deployment at Town Meeting or Special Town Meeting. An electronic voting system could, for example, be used in a community engagement forum seeking the opinion of townspeople relative to decisions around attainable and affordable housing. Further, decisions on the siting of a new CoA facility could be quickly assessed at a town engagement meeting. Something to think about, perhaps.

Process

The three-member working group met numerous times during the course of its work. Initial working sessions involved conversations with senior town staff to ascertain interest in, concerns about, and/or enthusiasm for the prospect of electronic voting at Chatham's town meeting. Considerable internet-based research and due diligence was conducted by EVWG members who, additionally, corresponded with manufacturers of audience response software systems (as electronic voting systems are referred to in the trade), town clerks, town counsels, and other employees in towns where electronic voting has been adopted. Further, the Moderator was able to provide the EVWG with certain redacted insights into the experiences of other Massachusetts communities through his engagement with the Massachusetts Moderators Association online discussion venue. Interviews with leading prospective vendors were later conducted with senior staff, representatives of the Select Board, the Moderator and members of the EVWG.

The first goal of the working group was to establish criteria against which to consider the suitability of audience response software systems ("ARS") including, but not limited to, such things as accuracy, privacy, security and cost. EVWG was able to benefit in part from the work and experience of other Massachusetts communities in this regard through a review of their meeting minutes and summary reports.

Given the very large number of ARS manufacturers, our next task was to limit the number of prospective vendors for consideration. We established criteria to focus on vendors (i) which primarily concentrated their commercial efforts on electronic voting systems and (ii) who have provided such systems to Massachusetts communities. The application of these criteria allowed

us to narrow our focus to three ARS manufacturers—Meridia Interactive Solutions, Option Technologies and Echo360 (formerly Turning Technologies).

The EVWG then created a list of 16 baseline questions which were submitted to the manufacturers for their review and response. With each member of the EVWG being assigned to one of the prospective vendors, the responses to these baseline questions allowed for more specific engagement around system capabilities and characteristics around security, privacy, accuracy, reliability, speed and ease of use of the system.

A summary assessment of system characteristics is attached hereto at Exhibit B.

System and Data Integrity

System and data integrity, accuracy in voting, and audit-trail transparency were of primary importance to the working group as we assessed the various prospective systems. An early determination was made by EVWG that we would avoid Internet-based systems, given the vulnerability to hacking that is intrinsic to anything Internet-based.

All three prospective vendors generally operate using frequency-hopping short-range radio frequency hardware and software, although one vendor—Echo360—requires Internet service for an overflow-room set up. (Echo360 was not advanced to the final round given concerns over data security, among other reasons. We know of at least one other community which elected not to move forward with Echo360 given concerns over its inability to provide information documenting their use of encryption standards that would keep the system secure and protected from hacking.)

With respect to vote integrity and audit transparency, one Massachusetts moderator who spent considerable time evaluating the topic offered the following:

Both Options and Meridia claimed audit trail capability. In follow-up with Meridia, they explained that their system has the capability to have voting either tracked or anonymized, which can be turned off or on for each vote. If tracking is on, then there is both capability to download the report of each vote as well as instant display of the results. In an RTM where most towns want the votes recorded, one could instantly display each member's vote and each could confirm that their vote was properly recorded. In an OTM, a similar check could be done by keeping the tracking on and displaying the votes by device serial number. Of course, that would defeat anonymity if, as in many towns, the Clerk's office kept track of which voter received which serial number... for the practical concern of being able to track down the clickers that folks forgot to return at the end of the meeting. If worried about that, the workaround would be a trial vote with the tracking turned on and displaying the results using the serial numbers on each device. Either way, anyone whose vote was mis-recorded could call it out. A similar exercise could be carried out by the Town Clerk and staff in advance of a Town Meeting if it was thought necessary.

This may not fully meet [the] gold standard ... which aspires to the same level of accuracy and auditability of hand-counted paper ballots. But that's NOT the standard my town is shooting for. In my 29 years living here, there has never been a secret ballot vote at a TM and my SWAG guess is that 99%+ of the non-EV counted votes in Massachusetts OTMs are conducted simply by having tellers manually count raised hands or cards. There's no paper trail for those counts, and nobody knows if a teller miscounted and even where two tellers count and compare results, there's always the remote possibility of a conspiracy amongst the tellers to skew the count. Or of an error either in transcribing or adding the tally.

Both Options and Meridia claim encryption. Turning (Echo360) [did not provide a satisfactory response], and both an external google search and a search using their own website search capability yielded no hits on the terms "encrypt" and "encryption", so that's why we dropped them from consideration. I'm not expert enough to evaluate the encryption implementation of Options and Meridia. That said, in the case of Meridia, their use in both the US House of Representatives and in various state legislatures gave us enough comfort that they know what they're doing and that appropriately qualified people have reviewed their systems.

Ease of Use

Craig Rowe, head of Information Technology, and Mark Van Bork, of Channel 18, were each invited to system presentations by our two finalists. Additionally, Craig was interviewed separately by EVWG to solicit his input into our decision-making process. The final assessment by our two IT professionals was that they would be able to work with which ever system we acquired.

Lease versus Buy

While most communities in the Commonwealth have opted to purchase their electronic voting systems, we thought it important to conduct a simple lease-versus-buy analysis of our three prospective vendors. To our genuine surprise, there is in an enormous price differential between the three vendors in the pricing of their leasing options.

Meridia Interactive Solutions offers a full electronic voting system with 800 “clickers” for \$22,845. The same system can be leased for a fee of \$6,750; a breakeven of 3.4 years to purchase the system rather than lease it annually (and assuming one town meeting per year, with no special town meetings).

Echo360 offers its 800-clicker system for \$24,000 versus an annual lease fee of \$4,090 – a breakeven of 5.9 years. It is important to note for the purposes of this analysis of the Echo360 system, when purchased, requires an annual licensing fee of \$5 per clicker utilized at each town meeting.

Lastly, Option Technologies offers its 800-clicker system for \$20,622. Their leasing proposal is (a shocking) \$18,392 per meeting, yielding a breakeven of 1.1 years against a purchase.

Ultimately, perhaps, one input in the lease-versus-buy determination might rest on the assessed capabilities of the Town's IT Department professionals and their ability to set up, operate and manage any potential electronic voting system. The EVWG takes them at their word that they are fully capable of operating any system the Town might acquire.

Funding

Communities in the Commonwealth have utilized several different ways of acquiring their electronic voting systems from budgeted procurement, to grant funding, to more recently, the use funds under the American Rescue Plan ("ARPA"). Based upon information received, towns including, but not limited to, Westford, Longmeadow and Ware have used ARPA funds to acquire electronic voting systems while both Carlisle and Stoneham are considering such an approach.

Chatham currently has \$607,000 in received but undesignated ARPA funds (not including ARPA funds to be allocated to Cape towns by the County). While there are ARPA procurement rules which are required to be followed, our understanding is that they are not onerous.

Recommendation

It is the unequivocal recommendation of the Finance Committee's Electronic Voting Working Group that the Town of Chatham purchase a system by Meridia Interactive Solutions to be used for electronic voting at town meetings, and at other community engagement gatherings where real-time community feedback may be beneficial.

Of the 70+ electronic voting systems currently being used by communities in the Commonwealth Meridia has provide 43; approximately 60% of the systems deployed in Massachusetts (please see Exhibit C).

Meridia meets all our requirements regarding ease of use, ease of deployment, system integrity, data security, and audit transparency. That other towns (and the U.S. House of Representatives) all report positive experiences with both the system its use and its post-purchase support, and the company only adds to our comfort in making this recommendation.

As previously referenced, the EVWG engaged in an online product demonstration with our two finalist vendors—Meridia and Option Technologies. Meridia provided us with a link to the demonstration (see <https://meridia.sharefile.com/d-sf561aee09a7f497aa99f00bf59f3333b>). Unfortunately, Option Technologies was not able to provide us with a recording of their demonstration.

In the opinion of the working group, there is no second choice in the selection of an electronic voting system vendor. Of the second company that we took into final assessment—Option Technologies—we experienced repeated difficulties and challenges in establishing

communications and securing answers to some of our most basic questions. Additionally, the annual \$5 per clicker/per use licensing fee is economically disadvantageous compared to the Meridia bid. Lastly, the set up and use of their technology seems to be more complicated, by far, than Meridia's (it seems that, for this reason in part, Option strongly encourages prospective customers to lease with embedded customer support, rather than purchase their systems). Our shared concern is that they if they were so difficult to work with when attempting to purchase a system, how difficult would they be were we required to turn to them for post-acquisition support?

Respectfully submitted,

Finance Committee Electronic Voting Working Group

Stephen S. Daniel
Barbara Matteson
Tracy Shields

January 2023

Exhibit A

Towns Having Adopted Electronic Voting

Acton	Manchester-by-the-Sea
Amherst	Natick
Arlington	New Marlborough
Avon	Northborough
Bellingham	Orange
Belmont	Orleans
Berlin	Plymouth
Billerica	Princeton
Blackstone	Raynham
Bolton	Rehoboth
Boylston	Rockport
Brimfield	Rutland
Carlisle	Seekonk
Charlton	Sherborn
Chelmsford	Shrewsbury
Concord	South Hadley
Conway	Sterling
Dedham	Stoughton
Dover	Stow
Duxbury	Sturbridge
Eastham	Uxbridge
Falmouth	Walpole
Grafton	Ware
Hamilton	Wareham
Hingham	Warren
Holden	Wayland
Hull	Webster
Ipswich	Wellesley
Lancaster	Wenham
Lanesborough	Westborough
Lee	Westford
Leicester	Weston
Lexington	Westwood
Longmeadow	Whitman
Lunenburg	Winchendon
Lynnfield	Winchester

Exhibit B

Exhibit C

Massachusetts Towns Using Meridia Solutions Technology

Leicester
Stow
Sterling
Rutland
Lanesborough
Charlton
Uxbridge
Bellingham
Hamilton
Wenham
Lunenburg
Boylston
Lancaster
Princeton
Sturbridge
Berlin
Holden
Lee
Conway
South Hadley
Orange
Northbridge
Groton

Ware
Raynham
Bolton
Rehoboth
Westwood
Dedham
Seekonk
Warren
Blackstone
Carver
Longmeadow
Hull
Ipswich
Aquinnah
Bourne
Mendon
Sudbury
Georgetown
New Marlborough
Westford
Monterey
Hull
Spencer

Exhibit B

**Finance Committee Working Group on
Electronic Voting at Town Meeting**

Vendor Assessment

Vendor	Contact	Cost	Lease	System Range	Internet-Based	2nd Room Capability?	Number of Buttons	Incremental Clicker Need?	ADA Accommodation?	Low Battery Indicator?	Test Run?	Warranty	Other
Meridia Interactive Solutions 5 Green Valley Parkway, Suite 218, Malden, MA 02155	Sean McPeak, Manager 610.260.6800 x 144 smcpeak@meridiaint.com	\$22,845 for 800 units. Includes free on-site support at first TM. 10-ADA compliant (braille) keypads, 800 lanyards, custom unit branding. No payment required until after use at first Town Meeting.	\$6,750 per meeting. Includes all travel-related expenses and on-site support.	600' x 600' max. Meridia is working on a variable range receiver to optimize security. The company will ensure that we have fully upgraded receivers with this feature.	No	Yes. <100' run over cable to second antenna >100' run over radio to second receiver (\$295 for receiver).	5	Additional keypads are available to rent for \$10 each.	10 ADA braille button keypads provided with each order.	Yes. Users report having to change batteries every 3 to 4 years.	Yes. Two options--(i) rent equipment and services for first meeting; if purchased within 30 days of initial meeting, cost will be applied to purchase price; or (ii) if purchased and system does not meet expectations return it after the first meeting.	Three years on all hardware.	In business since 1970. System was designed for the US House of Representatives and has expanded into NE Town Meetings. Clients in all 50 states and around the world, with 50 NE towns using system. Our system has passed the most stringent security guidelines allowing it to be used in the halls of Congress, the Department of Naval Warfare, and the floor of the New Hampshire House of Representatives.
Echo360 (Turning Technologies) 11955 Freedom Dr., Reston, VA 20190	Samuel Friedman sfriedman@echo360.com 234.222.6310	\$20,000 for 800 units. Does not \$5 per device- used annual licensing fee or on-site support.	Currently \$4,090 plus actual travel expenses.	Standard receiver is 200'. Longer range available at greater cost.	No for one-room meeting, yes for two-room meeting.	Yes, but system then rents via internet, not by radio.	10	Additional keypads are available to rent for \$4 each per day (effective March 2022). Additional keypads may be purchased for \$25/each.	Braille card available for purchase for \$49 per card.	Yes.	Yes. Would be willing to apply initial lease payment to a purchase within 30 days.	1 year.	Turning Technologies recently acquired Echo360 and adapted that as its corporate name going forward. See following observation from Wikipedia: "The company was headed by Chief Executive Officer Kenneth Frank until June 2, 2021 when he resigned." Although Turning Technologies continues to sell hardware products, including whiteboards and clickers, it operates primarily on a software-as-a service (SaaS) model per
Opticon Technologies 4903 Vineland Road, Suite F2 Orlando, FL 32811. 407.872.3333	Masik File 407.872.3333 x 3004 mfile@opticontechnologies.com	\$20,621 for 800 units. Includes lanyards, ten-year software license and support.	\$18,392 for 800 units. Includes "three team members on site, a redundant control computer system, cables, bins, mats, a voting light and a networked check-in system for enhanced security."	250'.	No.	Yes. "a two room solution requires additional base stations, cabling, and handsets program for use in the second room."	5	Incremental keypads can be rented for \$3 plus shipping.	10 ADA braille button keypads provided with each order.	Yes.	Would be willing to apply initial lease payment to a purchase.	10 years.	

Press One To Approve: Town Moves Ahead With Electronic Voting System

15 February 2023

By: Alan Pollock

Topics: Town Meeting



A variety of voting devices or “clickers” produced by Pennsylvania-based Meridia Interactive Solutions.
COURTESY PHOTO

CHATHAM — If you happen to have a voter ticket from a previous town meeting, you might want to hang on to it as a collector’s item. Hand-counting of votes could soon become a rarity as the town moves ahead with a new electronic voting system.

The select board last week accepted the recommendation of a finance subcommittee that the town purchase such a system using federal American Rescue Plan Act funds. The result, the subcommittee said, will be faster vote-counting and meetings with less shouting.

“It also provides privacy,” Town Moderator William Litchfield said. Support has been growing for Chatham to join Orleans, Eastham and more than 70 other communities in Massachusetts in using electronic voting systems.

“The voters have been asked over the years several times, and the level of enthusiasm has been growing slowly until last year, when it grew dramatically — after four or five hours,” Litchfield quipped. “Every town that has this is enthusiastic about it.”

The system is expected to be in place for the May 6 annual town meeting.

The finance committee established a working group of its chair, Stephen Daniel, Barbara Matteson and Tracy Shields to carry out detailed research on the available systems, and they made “a superlative effort,” Daniel said. The three set criteria for screening a large number of potential vendors, creating a list of three finalists, all of which have electronic voting systems in place in Massachusetts. The finalists were Meridia Interactive Solutions, Option Technologies and Echo360.

All three offered wireless voting devices, or “clickers,” communicating with a central hub, with 800-clicker systems priced between approximately \$20,000 to \$24,000, but only Options and Meridia provided evidence that their

systems have electronic encryption. The working group unanimously favored the Meridia system, with no viable second choice.

“Of the second company that we took into final assessment — Option Technologies — we experienced repeated difficulties and challenges in establishing communications and securing answers to some of our most basic questions,” the working group’s report reads.

The group invited Sean McPeak of Meridia to give a presentation to the select board last week. The system recommended for Chatham has clickers with five buttons and a receiver that “collects the vote in real time,” he said. While the system is capable of tallying up to 2,000 votes in 2.5 seconds, most town moderators give voters between 20 and 30 seconds to make their decision and press the appropriate button.

“It’s all at the moderator’s discretion,” McPeak said. The system instantly figures simple majority votes, two-thirds, four-fifths and other votes. “It really saves a lot of time in calculating that for you,” he said.

Meridia leases an 800-clicker system for \$6,760 annually, but it would be less expensive for Chatham to purchase the system outright for \$22,845. That is the option favored by the working group.

Select board member Cory Metters asked what would happen if the town anticipates a very large voter turnout for a meeting with more than 800 voters, though “those will probably only happen once in a while.” Additional clickers can be rented at a cost of \$10 per clicker, McPeak said, or the moderator can designate a certain portion of the

audience — the bleachers, for instance — where votes will still be hand-counted.

The system will display the vote count in real time on TV screens, along with the wording of each article. Board member Shareen Davis asked what happens if it becomes necessary to amend an article on the floor of town meeting. The wording can be changed “as fast as you can type,” McPeak said.

Board member Mike Schell took part in an earlier presentation Meridia made to the working group, and the company responded to a host of tough questions.

“We had quite a large number of ‘what ifs,’” he said. “I felt that Meridia was, by far and away, the best choice.”

The town will use part of its \$607,000 in undesignated ARPA funds to make the purchase.

Since it will own the voting system, the town has the option of using it for events other than town meetings, the working group's report notes.

"An electronic voting system could, for example, be used in a community engagement forum seeking the opinion of townspeople relative to decisions around attainable and affordable housing," the report reads. "Further, decisions on the siting of a new [council on aging] facility could be quickly addressed at a town engagement meeting."

Terrie M. Cook
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Office of the Town Manager
Mashpee Town Hall
16 Great Neck Road North
Mashpee, MA 02649

MEMORANDUM

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

FROM: Terrie Cook, Administrative Assistant

DATE: May 11, 2023

SUBJ: Proposed Select Board Meeting Schedule, July – December, 2023 ***SUBJECT TO CHANGE***

Listed below are the proposed dates for the upcoming Select Board meetings, scheduled from **July through December 2023**, for consideration by the Select Board on May 15, 2023. Unless otherwise noted, meetings will take place at Mashpee Town Hall in the Waquoit Meeting Room and will be televised.

Please note that due to the Labor Day Holiday and the Jewish Holidays in September, scheduling two meetings during the month is difficult, unless, the Board wishes to meet on Tuesday, September 26, 2023.

Monday	July 17, 2023	6:30 p.m.
Monday	July 24, 2023	6:30 p.m.
Monday	August 7, 2023	6:30 p.m.
Monday	August 21, 2023	6:30 p.m.
Monday	August 28, 2023	6:30 p.m.
(Execute Town Meeting Warrant)		
Monday	September 11, 2023	6:30 p.m.
<u>Tuesday</u>	September 26, 2023	6:30 p.m.
(Yom Kippur is on <u>Monday, September 25, 2023</u>)		
Monday	October 2, 2023	6:30 p.m.
Monday	October 16, 2023	6:00 p.m.
	Town Meeting, Mashpee High School	
Monday	November 6, 2023	6:30 p.m.
Monday	November 20, 2023	6:30 p.m.
Monday	December 4, 2023	6:30 p.m.
Monday	December 18, 2023	6:30 p.m.