



**AGENDA
SELECT BOARD
MONDAY, JANUARY 22, 2024
WAQUOIT MEETING ROOM
MASHPEE TOWN HALL
16 GREAT NECK ROAD NORTH
MASHPEE, MA 02649**

Broadcast Live on Local Cable Channel 8

Streamed Live on the Town of Mashpee Website: <https://www.mashpeeema.gov/channel-8>

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

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

MINUTES

Discussion and Approval of the Following Minutes: Monday, January 8, 2024 Regular Session

APPOINTMENTS & HEARINGS

- 6:35 pm Public Hearing – Application of Dune Brothers LLC dba Dune Brothers, 2 North Street, Space 28A.101, Mashpee, MA 02649, Nicholas Gillespie, Manager, for a new §12 Annual All Alcoholic Beverages Restaurant License.
- Discussion and Approval of Application of Dune Brothers LLC dba Dune Brothers, 2 North Street, Space 28A.101, Mashpee, MA 02649, Nicholas Gillespie, Manager, for a new §12 Annual All Alcoholic Beverages Restaurant License.
- *Department of Public Works Director Catherine Laurent:*
 - Stormwater Management Update
 - Discussion and Approval of Rescinding the Regulatory Speed Limit on Quinaquisset Avenue
- Presentation and Update on Status of the Construction of the Wastewater Treatment Facility:
GHD, Weston & Sampson
- Discussion and Approval of License Agreement between the Town of Mashpee and NStar Electric Company d/b/a Eversource Energy at 380 Asher's Path – UG#10341/010-020, Mashpee, MA (WO#12451684 – Riser Pole #283/1.5)
- Discussion and Approval Appointment of Alternate Member of the Cape Cod Municipal Health Group:
Benefits Administrator Robin Callaghan (Replaces Tracy Scalia)
- Certification of the Hiring Process of Police Officer: *Hugh Ahearn*
- Discussion and Approval of Select Board Policy #082 – Flag Policy
- Public Comment

COMMUNICATIONS & CORRESPONDENCE

NEW BUSINESS

- Interviews, Discussion and Possible Approval of Appointments to the Following:
 - Council on Aging:
Elizabeth Kugell (Term Expires June 30, 2026)
 - Community Preservation Committee:
Judith MacDougall, Edward Schmuhl, Karen Yetra
Three (3) candidates for Two (2) Member at Large Positions Expiring June 30, 2024
- Discussion and Approval of the Following Resignation: Capital Improvement Program Committee:
Edmund Sarno (Member at Large, Term Expires June 30, 2024)

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

EXECUTIVE SESSION

ADJOURNMENT

MASHPEE TOWN CLERK
JAN 18 '24 PM2:57



AGENDA
SELECT BOARD
MONDAY, JANUARY 8, 2024
WAQUOIT MEETING ROOM
MASHPEE TOWN HALL
16 GREAT NECK ROAD NORTH
MASHPEE, MA 02649

Broadcast Live on Local Cable Channel 8

Streamed Live on the Town of Mashpee Website: <https://www.mashpeema.gov/channel-8>

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

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

MINUTES

- Discussion and Approval of the Following Minutes: Monday, December 18, 2023 Regular Session

APPOINTMENTS & HEARINGS

- 6:35 pm Pole Hearing – Petition #MA2023-50 Verizon New England Inc and NStar Electric Company dba Eversource Energy – Place New Facilities on Jackson Road, Mashpee, MA.
- Discussion and Approval of Sending a Letter of Support to the Cape Cod Commission with Regard to the Update to the Joint Base Cape Cod Master Plan and to Request Mashpee's Participation in the Project
- Public Comment

Convene Joint Meeting with the Planning Board

- Discussion and Possible Action of the Draft Housing Production Plan:
Town Planner Evan Lehrer; Barrett Planning Group

Adjourn Joint Meeting with the Planning Board

COMMUNICATIONS & CORRESPONDENCE

NEW BUSINESS

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

EXECUTIVE SESSION

ADJOURNMENT

Mashpee Select Board
Minutes
January 8, 2024

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

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

MINUTES

Monday, December 18, 2023 Regular Session:

Motion made by Selectman Sherman to approve the minutes of Monday, December 18, 2023 Regular Session as presented.

Motion seconded by Selectman O'Hara.

VOTE: 5-0. Unanimous.

Roll Call Vote:

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

APPOINTMENTS & HEARINGS

Pole Hearing – Petition #MA2023-50 Verizon New England Inc and NStar Electric Company dba Eversource Energy – Place New Facilities on Jackbon Road, Mashpee, MA:

The Select Board opened the Hearing; Petition #MA2023-50 dated November 29, 2023 from Verizon New England, Inc. & NSTAR Electric Company d/b/a Eversource Energy proposing to install (1) mid-span JO pole, 49/0.5, on the northerly side of Jackbon Road approximately 111' east of the centerline of Mashpee Neck Road.

Verizon representative Don Bonner was in attendance to review the proposal with members of the Select Board and interested public. Mr. Bonner indicated the wire in this location is very low. There is no safe span between the two existing poles. With approval, an additional pole would be installed in between the existing poles to provide for the distribution of intelligence and telecommunications and the transmission of high and low voltage electric current.

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

Mashpee Select Board
Minutes
January 8, 2024

APPOINTMENTS & HEARINGS

Pole Hearing – Petition #MA2023-50 Verizon New England Inc and NStar Electric Company dba Eversource Energy – Place New Facilities on Jackbon Road, Mashpee, MA: (continued)

Motion made by Selectman Sherman to close the Pole Hearing.

Motion seconded by Selectman Wyman-Colombo.

VOTE: 5-0. Unanimous.

Roll Call Vote:

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

Motion made by Selectman Sherman to approve Petition #MA2023-50 as presented.

Motion seconded by Selectman Wyman-Colombo.

VOTE: 5-0. Unanimous.

Roll Call Vote:

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

Discussion and Approval of Sending a Letter of Support to the Cape Cod Commission with Regard to the Update to the Joint Base Cape Cod Master Plan and to Request Mashpee's Participation in the Project:

A draft letter to the Cape Cod Commission (CCC) in support of the update to the Joint Base Cape Cod Master Plan submitted by the CCC was presented to the Select Board for review and approval.

In reviewing the draft document, it was recommended the Select Board indicate that they endorse the proposed update, and not the plan of reference.

It was disclosed the Select Board received correspondence from the Department of Natural Resources in support of the proposed update recognizing the future of JBCC. However, there are concerns regarding PFAS which need to be incorporated in the update. There was also communication from the Board of Health Agent in support, providing Ashumet and Johns Pond are included in the plan.

Acting on the advice of the Town Manager to defer action, the Select Board motioned as follows;

Motion made by Selectman Weeden to take no action on the draft letter of support until further information has been received and agreed upon.

Motion seconded by Selectman Wyman-Colombo.

VOTE: 5-0. Unanimous.

Roll Call Vote:

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

Mashpee Select Board
Minutes
January 8, 2024

APPOINTMENTS & HEARINGS

Public Comment:

Ken Debrowski Great Field Landing offered comment on the MA Senior Circuit Breaker tax credit which is available to the over 65 population. This is a refundable credit that is reported on a tax return. The credit also applicable to senior citizens who rent.

Lynne Barbee, a resident of Surf Drive indicated she has reviewed the proposed JBCC Master Plan by the Cape Cod Commission and is concerned the draft document does not convey environmental impacts. This factor should be included in all comments. The Town of Mashpee is used as an example with minute reference to sewerage, and no environmental impacts. Ms. Barbee also commented favorably on the Housing Production Plan.

Colton Atkinson of Algonquin Road stated that it is a good balance to meet our affordable housing needs. It is also essential to review the impacts to the environment to eliminate the need to remove unnecessary trees.

Convene Joint Meeting with the Planning Board:

The Planning Board meeting was Called to Order by Chairman Faulkner at 6:44 p.m.
Karen Faulkner, Mary Waygan, Dale Oakley and Dennis Balzarini were in attendance.

Discussion and Possible Action of the Draft Housing Production Plan:

Evan Lehrer Town Planner/Community Development Director was present to further review the draft Housing Production Plan (HPP) with the Select Board and Planning Board in moving forward.

The Planning Board has discussed the zoning strategies in detail since its last meeting. Proposed amendments to the HPP document were identified in a memorandum from Mr. Lehrer to the Select Board dated January 4, 2024. Mr. Lehrer indicated the memo is self-explanatory, and the changes are relatively simple, and consistent with the survey and the engagement work. Most of the focus of discussion involved specific regulation and guidelines strategies and amendments thereof associated to Zoning for Housing Choice and Planning & Collaboration.

Mr. Lehrer indicated he is confident the strategies are consistent and would address the housing needs for the Subsidized Housing Inventory (SHI) as restricted and for the strategies of income earning households that exceed the HUD Area Median Family Income (HAMFI).

Mashpee Select Board
Minutes
January 8, 2024

APPOINTMENTS & HEARINGS

Discussion and Possible Action of the Draft Housing Production Plan: (continued)

The following amendments were considered;

Zoning for Housing Choice: (Page 58)

Strategy 7: Exploring zoning mechanisms for increasing options for housing choice outside of the Town's current Open space Incentive Development bylaw;

Establishing conventional zoning overlay districts or form-based code overlay districts if desired in developed areas with suitable infrastructure. Remove parenthesis: (or planned infrastructure)

Allowing conversion of existing single-family homes to small multifamily homes by special permit. Adding: Without the loss of any historic resources in compliance with flow neutral bylaw.

Infrastructure Considerations: Water and Wastewater (Page 43 & 44)

Discussion followed with respect to wastewater, funding eligibility, planning and remediation.

To remain eligible for future 0% financing on eligible water pollution abatement projects, any change in wastewater flow assumptions would require an update to the Comprehensive Water Management Planning (CWMP).

There is concern regarding the Housing Production Plan, its implementation and requirement to be updated and re-submitted as it relates to the phases of the CWMP wastewater project and its realization of its objective and performance.

Without a review and potential amendment of the CWMP, opportunities for housing production would remain very limited.

Planning & Collaboration: (Page 59)

Strategy 19: To engage with the Sewer Commission, Board of Health and Natural Resources Department as the Town prepares for new project phases of the CWMP to confer on regulatory amendments relating to house and their potential impact on wastewater management, as well as strategies for prioritizing affordable housing with the Flow Neutral Bylaw.

Strategy 19 was removed from the document.

There is an urgent need to restore water quality in the Town of Mashpee.

It was agreed retaining Strategy 19 is premature and a barrier as it is projected the sewerage and permitting process would not be completed within the 5-year Housing Production Plan (2024-2029). Strategy 19 would thus be planned for the out-years of the Housing Production Plan.

Mashpee Select Board
Minutes
January 8, 2024

APPOINTMENTS & HEARINGS

Discussion and Possible Action of the Draft Housing Production Plan: (continued)

Barriers to Development: (Page 38)

Add Specific Reference to Wastewater or Environmental Conditions such as Lack of Wastewater Infrastructure – Polluted Waters are a Barrier, and to enunciate this concern.
Natural Barriers unique to Mashpee are poor water quality and the lack of wastewater infrastructure, as well as nitrogen and phosphorus pollution. (Bold lettering suggested)

Capacity:

Strategy 20: To work with neighboring communities by pooling CPA funds and other revenue to construct affordable housing to meet regional needs. To add language requiring the recipient community of CPA funds are required to send a letter of acknowledgement and support to formalize the process.

Race, Ethnicity, and Culture: (Page 5 & 7)

Mashpee Wampanoag Tribe:

The 2020 Census indicates that 684 Mashpee residents identified as “American Indian/Alaska Native,” either alone or in addition to another race, representing 4.5 percent of the Town’s population.

Review & Revise; There may be two or more races and others identified, but not from the Tribe; Incorporate chart format. Any inconsistencies shall be contemplated into the narrative/chart.

Condominiums: (Page 28)

List all condominiums, and review methodology of the Assessor’s data base to ensure it is more conclusive of the totality.

Apartments: (Page 28)

Add figures regarding market rate apartments, such as Mashpee Commons.

Wastewater: (Page 44)

Add language to last paragraph regarding critical water quality issues, and the desperate need for wastewater infrastructure stating after the designation as a Natural Resource Nitrogen Sensitive Area where Mashpee has not yet met their Total Maximum Daily Load (TMDL) requirement as a result.

Mashpee Select Board
Minutes
January 8, 2024

APPOINTMENTS & HEARINGS

Discussion and Possible Action of the Draft Housing Production Plan: (continued)

(Page 57) Note: Following the December meeting with the Select Board and Planning Board, we will provide additional narrative for each strategy that moves forward, including examples from other communities and other details where applicable. This is included in the draft plan for Public Comment.

Zoning & Housing Choice: (Page 58)

~~Striking the bylaw altogether and building new bylaws that retain the elements the Town wishes to preserve.~~ Language modified and added to Strategy 14 on Page 59 to protect open space.

The edits as presented will be incorporated into the draft form of HPP document by the Community Development Director for the Public Comment period.

Acting under the direction of the Town Manager it was recommended the Select Board and Planning Board approve the HPP document conditionally on the amendments as discussed.

The timeline before final adoption by the Select Board involves one week of the draft available for public review and comment, the press release, and online posting to gain feedback. The draft would then be resubmitted to the Select Board and Planning Board; two weeks to one month for a review and comment period. With final Select Board approval thereafter.

Motion made by Selectman Sherman to approve the Draft Needs Assessment, Goals and Strategies of the Housing Production Plan 2024-2029 as amended pending edits from the Community Development Director.

Motion seconded by Selectman Wyman-Colombo.

VOTE: 5-0. Unanimous.

Roll Call Vote:

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

Motion made by the Ms. Faulkner Motion to approve the Draft Needs Assessment, Goals and Strategies of the Housing Production Plan 2024-2029 as amended pending edits from the Community Development Director.

Motion seconded by Mr. Balzarini.

VOTE: 4-0. Unanimous.

Roll Call Vote:

Ms. Faulkner, yes	Ms. Waygan, yes	Mr. Balzarini, yes	Mr. Oakley, yes
Opposed, none			

Mashpee Select Board
Minutes
January 8, 2024

APPOINTMENTS & HEARINGS

Adjourn Joint Meeting with the Planning Board:

Motion made by Mr. Balzarini to adjourn at 8:03 p.m.

Motion seconded by Ms. Waygan.

VOTE: 4-0. Unanimous.

Roll Call Vote:

Ms. Faulkner, yes Ms. Waygan, yes Mr. Balzarini, yes Mr. Oakley, yes
Opposed, none

LIAISON REPORTS

Assembly of Delegates: The Assembly is currently looking at a draft plan for rate increases and other options to sustain the municipal dredge program to protect the environment and economic vitality of the Cape.

WATER QUALITY UPDATES

Intermunicipal Agreement: The respective stakeholder towns participating in the Intermunicipal Agreement regarding the nitrogen load allocation for clean waters will be meeting tomorrow. A report is forthcoming.

TOWN MANAGER UPDATES

Town Hall Closure: As a reminder Town Hall will be closed on Monday, January 15, 2024 in observance of Martin Luther King Day.

Vacancy List: An updated Vacancy List has been posted.

Gooseberry Island: Litigation is officially closed.

ADJOURNMENT

Motion made by Selectman Sherman to adjourn at 8:06 p.m.

Motion seconded by Selectman O'Hara.

VOTE: 5-0. Unanimous.

Roll Call Vote:

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

Respectfully submitted,

Kathleen M. Soares
Secretary to the Select Board



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

Pursuant to Massachusetts General Laws Chapter 138, § 16A, the Select Board, acting as the Local Licensing Authority for the Town of Mashpee, will conduct a public hearing on the application of Dune Brothers LLC dba Dune Brothers, 2 North Street, Space 28A.101, Mashpee, MA 02649, Nicholas Gillespie, Manager, for a new §12 Annual All Alcoholic Beverages Restaurant License. The premises is described as 1,152 sq. ft., one floor located within the Mashpee Commons shopping plaza. The interior includes eight (8) bar seats, twenty table seats, and five (5) window seats for outdoor dining. Thirty-four (34) seats for outdoor dining. Two bathrooms, kitchen and walk-in cooler. Two entrances and two exits.

Said hearing will be held on Monday, January 22, 2024 at 6:35 p.m. in the Waquoit Meeting Room at Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA 02649.

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

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

Pursuant to Massachusetts General Laws Chapter 138, § 16A, the Select Board, acting as the Local Licensing Authority for the Town of Mashpee, will conduct a public hearing on the application of Dune Brothers LLC dba Dune Brothers, 2 North Street, Space 28A.101, Mashpee, MA 02649, Nicholas Gillespie, Manager, for a new §12 Annual All Alcoholic Beverages Restaurant License. The premises is described as 1,152 sq. ft., one floor located within the Mashpee Commons shopping plaza. The interior includes eight (8) bar seats, twenty table seats, and five (5) window seats for outdoor dining. Thirty-four (34) seats for outdoor dining. Two bathrooms, kitchen and walk-in cooler. Two entrances and two exits.

Said hearing will be held on Monday, January 22, 2024 at 6:35 p.m. in the Waquoit Meeting Room at Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA 02649.

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

Per order of
The Mashpee Select Board

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

January 12, 2024

Per order of

The Mashpee Select Board

John J. Cotton, *Chair*

Thomas F. O'Hara, *Vice Chair*

Carol A. Sherman, *Clerk*

David W. Weeden

Michaela Wyman-Colombo



TOWN OF MASHPEE

OFFICE OF THE SELECT BOARD

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

MEMORANDUM

Date: January 16, 2024

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

From: Stephanie A. Coleman, Administrative Secretary 

Re: Public Hearing – New Annual All Alcoholic Beverages Restaurant License

Description

Pursuant to Massachusetts General Laws Chapter 138, § 16A, the Select Board, acting as the Local Licensing Authority for the Town of Mashpee, will conduct a public hearing on the application of Dune Brothers LLC dba Dune Brothers, 2 North Street, Space 28A.101, Mashpee, MA 02649, Nicholas Gillespie, Manager, for a new §12 Annual All Alcoholic Beverages Restaurant License. The premises is described as 1,152 sq. ft., one floor located within the Mashpee Commons shopping plaza. The interior includes eight (8) bar seats, twenty table seats, and five (5) window seats for outdoor dining. Thirty-four (34) seats for outdoor dining. Two bathrooms, kitchen and walk-in cooler. Two entrances and two exits.

Attached is the completed ABCC License Application and all supporting documents with the exception of any confidential information, for example financial statements.

Thank you.

No action on original filed application
Resubmitted
application on 12/18/2023

Christopher Kirrane

From: customerservice@nCourt.com
Sent: Friday, July 14, 2023 1:00 PM
To: Christopher Kirrane
Subject: Receipt from nCourt

YOUR RECEIPT >>

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

Paid To

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

Payment On Behalf Of

First Name: Nicholas Last Name: Gillespie
Address 1:
City: State/Territory: RI Zip: 02889
Phone:

Description	ID	Service Fee	Amount
FILING FEES-RETAIL	Dune Brothers LLC	\$4.70	\$200.00

Receipt Date: 7/14/2023 12:59:48 PM EDT

Invoice Number: 112ba999-ddad-40a5-a397-3eb0992cdb5d

Total Amount Paid:\$204.70

Billing Information

First Name Christopher
Last Name Kirrane
Address 1
City Mashpee
State/Territory MA
Zip 02649
Email ckirrane@dunningkirrane.com

Credit / Debit Card Information

Card Type Visa
Card Number *****

IMPORTANT INFORMATION >>

Please include the payment receipt with your application. Thank you.
Please verify the information shown above. Your payment has been submitted to the location listed above.



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

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

TOWN MANAGERS OFFICE

JAN 10 '24 PM2:23

APPLICATION FOR A NEW LICENSE

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

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE

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

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

ENTITY/ LICENSEE NAME Dune Brothers, LLC

ADDRESS 2 North Street, Space 28A.101

CITY/TOWN Mashpee

STATE MA

ZIP CODE 02649

For the following transactions (Check all that apply):

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

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

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



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

APPLICATION FOR A NEW LICENSE

Municipality

Mashpee

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

On-Premises-12

TYPE

\$12 Restaurant

CATEGORY

All Alcoholic Beverages

CLASS

Annual

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Applicant is seeking a new all alcohol, annual restaurant license for a new restaurant in Mashpee. The restaurant will be a full service seafood restaurant with a bar, indoor and outdoor seating.

Is this license application pursuant to special legislation?



Yes



No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name

Dune Brothers, LLC

FEIN

92-3562217

DBA

Dune Brothers

Manager of Record

Nicholas Gillespie

Street Address

2 North Street, Space 28.101, Mashpee, MA 02649

Phone

Email

Alternative Phone

Website

3. DESCRIPTION OF PREMISES

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

The Unit is one floor located within the Mashpee Commons shopping plaza. The interior includes 8 bar seats, twenty table seats, and 5 window seats. The applicant is also seeking 34 seats for outdoor dining. There are two bathrooms, kitchen, and walk-in cooler.

Total Square Footage: 1152 sq. ft.

Number of Entrances: 2

Seating Capacity:

69

Number of Floors

1

Number of Exits:

2

Occupancy Number:

TBD

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name:

Christopher J. Kirrane

Phone:

508-477-6500

Title:

Attorney

Email:

ckirrane@dunningkirrane.com

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure Date of Incorporation
 State of Incorporation Is the Corporation publicly traded? ☐ Yes ☒ No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises (Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal Residential Address SSN DOB

Title and or Position Percentage of Ownership Director/ LLC Manager ☒ Yes ☐ No US Citizen ☒ Yes ☐ No MA Resident ☐ Yes ☒ No

Name of Principal Residential Address SSN DOB

Title and or Position Percentage of Ownership Director/ LLC Manager ☐ Yes ☐ No US Citizen ☐ Yes ☐ No MA Resident ☐ Yes ☐ No

Name of Principal Residential Address SSN DOB

Title and or Position Percentage of Ownership Director/ LLC Manager ☐ Yes ☐ No US Citizen ☐ Yes ☐ No MA Resident ☐ Yes ☐ No

Name of Principal Residential Address SSN DOB

Title and or Position Percentage of Ownership Director/ LLC Manager ☐ Yes ☐ No US Citizen ☐ Yes ☐ No MA Resident ☐ Yes ☐ No

Name of Principal Residential Address SSN DOB

Title and or Position Percentage of Ownership Director/ LLC Manager ☐ Yes ☐ No US Citizen ☐ Yes ☐ No MA Resident ☐ Yes ☐ No

Additional pages attached? ☐ Yes ☒ No

CRIMINAL HISTORY

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

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality
Dune Brothers, LLC	Restaurant	Dune Brothers, LLC	Providence, Rhode Island

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?

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

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

7. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Lease ☐

Landlord Name Mashpee Commons II, LLC

Landlord Phone

Landlord Email

Landlord Address

P. O. Box 1530, Mashpee, MA 02649

Lease Beginning Date

August 1, 2023

Rent per Month

\$2,880.00

Lease Ending Date

July 31, 2033

Rent per Year

\$34,560.00

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

☒ Yes ☐ No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	\$0.00
B. Purchase Price for Business Assets	\$250,000.00
C. Other * (Please specify below)	
D. Total Cost	\$250,000.00

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Dune Brothers, LLC	\$250,000.00
Total	

SOURCE OF FINANCING

Please provide signed financing documentation.

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

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ☐ Yes ☒ No

Please indicate what you are seeking to pledge (check all that apply) ☐ License ☐ Stock ☐ Inventory

To whom is the pledge being made?

A. MANAGER INFORMATION

Proposed Manager Name Nicholas Gillespie Date of Birth SSN

Residential Address RI 02889

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises

Are you a U.S. Citizen?*

☒ Yes ☐ No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship: US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?

☐ Yes ☒ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition
N/A			

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
2017		Owner	Dune Brothers, LLC	Self-Employed
2015	2017	Manager	Pollo Norte	Kelly Shelton

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

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

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

Manager's Signature [Signature], Manager Date 5/23/23

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?
If yes, please fill out section 11.

☐ Yes ☒ No

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

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

11A. MANAGEMENT ENTITY

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

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

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☐ No

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

LICENSE

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

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

Name	License Type	License Name	Municipality

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 11A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

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

Name	License Type	License Name	Municipality

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

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

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled?

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

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

11F. TERMS OF AGREEMENT

- a. Does the agreement provide for termination by the licensee? Yes ☐ No ☐
b. Will the licensee retain control of the business finances? Yes ☐ No ☐
c. Does the management entity handle the payroll for the business? Yes ☐ No ☐

d. Management Term Begin Date e. Management Term End Date

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

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:

Title:

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

Date:

ADDITIONAL INFORMATION

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

ADDENDUM A

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

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

Entity Name

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

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☐ No

APPLICANT'S STATEMENT

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

of Dune Brothers, LLC
Name of the Entity/Corporation

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

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

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

Signature: 

Date: 5/23/23

Title: Manager

ENTITY VOTE

The Board of Directors or LLC Managers of

Dune Brothers, LLC

Entity Name

duly voted to apply to the Licensing Authority of

Mashpee

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

June 2, 2023

Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize

Nicholas Gillespie

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint

Nicholas Gillespie

Name of Liquor License Manager

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

A true copy attest,

For Corporations ONLY

A true copy attest,

Nicholas Gillespie, Manager
Corporate Officer /LLC Manager Signature

Nicholas Gillespie, Manager, Clerk
Corporation Clerk's Signature

Nicholas Gillespie
(Print Name)

Nicholas Gillespie
(Print Name)

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

January 30, 2023 07:07 PM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in dark ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001633882

1. The exact name of the limited liability company is: DUNE BROTHERS, LLC

2a. Location of its principal office:

No. and Street: 2 NORTH STREET
SPACE 28A.101

City or Town: MASHPEE State: MA Zip: 02649 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 2 NORTH STREET
SPACE 28A.101

City or Town: MASHPEE State: MA Zip: 02649 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

OPERATION OF A FULL SERVICE RESTAURANT

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: NICHOLAS GILLESPIE

No. and Street: 2 NORTH STREET
SPACE 28A.101

City or Town: MASHPEE State: MA Zip: 02649 Country: USA

I, NICHOLAS GILLESPIE resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	NICHOLAS GILLESPIE	2 NORTH STREET MASHPEE, MA 02649 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name	Address (no PO Box)
-------	-----------------	---------------------

	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
SOC SIGNATORY	NICHOLAS GILLESPIE	2 NORTH STREET MASHPEE, MA 02649 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	NICHOLAS GILLESPIE	2 NORTH STREET MASHPEE, MA 02649 USA

9. Additional matters:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 30 Day of January, 2023,
STEPHEN M. LITWIN, ESQUIRE**

(The certificate must be signed by the person forming the LLC.)

© 2001 - 2023 Commonwealth of Massachusetts
All Rights Reserved



JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	LICENSEE NAME:	CITY/TOWN:
	Dune Brothers, LLC	Mashpee

APPLICANT INFORMATION

LAST NAME:	FIRST NAME:	MIDDLE NAME:
Gillespie	Nicholas	Francis
MAIDEN NAME OR ALIAS (IF APPLICABLE):	PLACE OF BIRTH:	
	Falmouth	
DATE OF BIRTH:	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME:	DRIVER'S LICENSE #:	STATE LIC. ISSUED:
		RI
GENDER:	HEIGHT:	WEIGHT:
M	6 1	350
EYE COLOR:	Blue	
CURRENT ADDRESS:		
CITY/TOWN:	STATE:	ZIP:
	RI	02889
FORMER ADDRESS:		
CITY/TOWN:	STATE:	ZIP:
Providence	RI	02906

PRINT AND SIGN

PRINTED NAME:	APPLICANT/EMPLOYEE SIGNATURE:
Nicholas Gillespie	

NOTARY INFORMATION

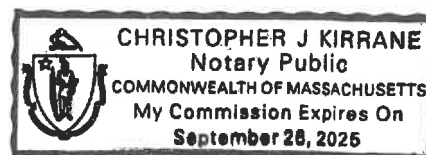
On this June 2, 2023 before me, the undersigned notary public, personally appeared Nicholas Gillespie
(name of document signer), proved to me through satisfactory evidence of identification, which were United States Passport
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY

DIVISION USE ONLY

REQUESTED BY:	SIGNATURE OF COM/AUTHORIZED EMPLOYEE

The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4634.



RETAIL LEASE AGREEMENT

This Retail Lease Agreement ("Lease") is made as of the "Execution Date" set forth on the signature page hereto, by and between Mashpee Commons II, LLC having a notice address of c/o Mashpee Commons II, LLC., Mashpee Commons, P.O. Box 1530, Mashpee, Massachusetts 02649 ("Landlord") and Dune Brothers, LLC having a notice address of 6 Grimshaw Place, Warwick, Rhode Island 02889 ("Tenant"). Tenant's Trade name is "Dune Brothers" ("Trade Name").

Section 1. Basic Lease Terms. As used in this Lease, the following terms shall have the following meanings:

1. **Shopping Center:** The shopping center known as "Mashpee Commons", located at 38 Nathan Ellis Highway, Mashpee, Massachusetts.
2. **Premises:** The approx. 1152 square feet of space within the Shopping Center, located at 2 North Street, and identified as Space 28A.101 on Exhibit A to this Lease. The ceiling, the perimeter walls, and the floor, are all excluded from the "Premises", except for the inner surfaces thereof.
3. **Commencement Date:** The earlier to occur of: a. 90 days after L.L. turnover date; or b. when tenant opens for business at the Premises.
4. **Expiration Date:** 120 Calendar Months after Commencement Date
5. **Term:** The Term is the period of time between the Commencement Date and the Expiration Date (unless this Lease is sooner terminated).
6. **Extension Option:** Two (2) additional, consecutive five (5) year extension terms.
7. **Permitted Use:** Full-service seafood restaurant.
8. **Minimum Rent:**

<i>Initial Term</i>	<i>Minimum Rent</i>
Year 1	\$30/sf (\$2880 per month)
Year 2-5	80% of prior year's effective rent (minimum rent plus percent rent) but not less than prior years minimum rent.
Year 6	The greater of \$35/sf or 90% of prior year's effective rent
Year 7 -10	90% of prior year's effective rent, but not to be less than prior years minimum rent)
9. **Extra Charges:** Tenant will pay its full pro-rata share of extra charges, including Common Area Maintenance, Real Estate Taxes, and Marketing Fund, the 2023 estimate is \$13.50/sf (or \$1,296.00/month) plus a 2023 estimated wastewater charge of \$172.20/inside seat per year.

10. Percentage Rent: *Initial Term:*

Year 1	6% of gross sales in excess of \$576,000 annually
Years 2 thru 10	6% over a natural breakpoint

11. Security Deposit: \$4,176.00

12. Guaranty: The guaranty of this Lease that is attached hereto as Exhibit C. The guarantor under the Guaranty is referred to as the "Guarantor".

13. Radius Restriction: Because of the importance of the Percentage Rent, Tenant agrees that during the Term of this Lease neither Tenant, nor any affiliate of Tenant, shall operate another similar store within fifteen (15) miles of the Shopping Center. In addition, for the first year of this lease, the Tenant will not open another restaurant anywhere. The Landlord acknowledges that Tent presently operates an existing restaurant in Providence and has committed to participate in the Food Hall in Providence, Rhode Island.

14. Permitting Period: Two Hundred Ten (210) days beginning on the Execution Date; provided, however, if Tenant is unable to obtain the requisite licenses, permits, approvals and/or authorizations needed for Tenant's use of the Premises for the Permitted Use (collectively, the "Entitlements") before the expiration of said initial 210-day period, despite Tenant's good faith and diligent efforts to obtain the Entitlements, then the Permitting Period hereunder may be extended for one (1) additional, consecutive period of Ninety (90) days by providing Landlord with written notice thereof prior to the last day of the initial 210-day period (as may be extended, the "Permitting Period"). During the Permitting Period, Tenant shall keep Landlord apprised of its progress in obtaining the Entitlements and shall provide Landlord with copies of its applications and related submissions and/or correspondences with the applicable governmental or quasi-governmental authorities, boards, commissions or councils to which Tenant applies for its Entitlements. In the event that, despite Tenant's demonstrable good faith and diligent efforts, Tenant is unable to obtain all its necessary Entitlements, then Tenant may elect to terminate this Lease by providing Landlord with written notice thereof on or before the expiration of the Permitting Period.

Section 2. Premises. Landlord hereby leases the Premises to Tenant, for the Term, beginning on the Commencement Date. In connection with its use of the Premises, Tenant may use, on a non-exclusive basis, such "common areas" as are from time to time available for the common use of Tenant and other tenants. Landlord is delivering the Premises to Tenant in accordance with Exhibit D attached hereto. There are no known defects. Tenant shall perform all work to prepare the Premises for the operation of Tenant's business, such work to be performed in accordance with the provisions of Section 6.2 hereof.

Section 3. Rent.

Section 3.1 General. Tenant shall pay the Minimum Rent and Percentage Rent as well as all Extra Charges. The rents and charges that are in addition to the Minimum Rent are referred to as the "Additional Rent". The Minimum Rent, together with the Additional Rent, is referred to as the "Rent". Tenant shall pay the Rent in monthly installments, in advance on the first (1st) day of each month. Notwithstanding the foregoing, (a) any items of Additional Rent that are not payable on a regular monthly basis shall be paid to Landlord within ten (10) days after demand, and (b) Percentage Rent shall be due on the tenth (10th) day of every month after the breakpoint for the applicable year has been reached. The Rent shall commence on the Commencement Date. The Rent for any partial calendar month at the beginning or end of the Term of the Lease shall be prorated on a daily basis.

The Rent shall be payable to Landlord or, if Landlord shall so direct in writing, to Landlord's agent or nominee, at the office of Landlord or such place as Landlord may designate. Rent and any other sums due hereunder not paid when due shall bear interest at the lesser of: (i) four percent (4%) per annum above the base rate announced from time to time by Bank of America or its successor; or (ii) the highest lawful rate of interest permitted at the time in The Commonwealth of Massachusetts, from the due date until paid. Tenant shall also pay to Landlord a late fee of \$50.00 for any delinquent payment. Tenant shall pay the Rent without abatement, deduction, or setoff. The Minimum Rent payable by Tenant hereunder is intended to be "triple net" to Landlord, meaning that Tenant shall pay as Additional Rent all expenses associated with the maintenance, ownership and operation of the Premises, except only as otherwise expressly provided herein to the contrary, yielding to Landlord the Minimum Rent hereunder in its entirety, net of such expenses. As used in this Lease, the term "Tenant's Pro-rata Share" means the percentage obtained by dividing the square footage of the Premises by the leaseable square footage of the retail space in the Shopping Center.

Section 3.2. Percentage Rent. The Percentage Rent shall be payable in arrears on or before the tenth (10th) day of the month after which Gross Sales exceed the breakpoint as outlined in Section 1 above. The Term "Gross Sales" means the entire amount of the sales price, whether for cash or otherwise, of all sales of merchandise, services and other receipts whatsoever of all business conducted at the Premises (and also including all internet orders placed on any website where Tenant sells goods or services), but excluding the following: any sums collected and paid out for any sales tax; returns to shippers and manufacturers; and the exchange of merchandise between stores of the Tenant where such exchanges are made solely for the convenient operation of the Tenant's business and not for the purpose of consummating a sale which as therefore been made at, in, on or from the Premises and/or for the purpose of depriving the Landlord of the benefit of a sale which otherwise would have been made at, in, on or from the Premises. Tenant shall deliver to Landlord, within ten (10) days after the end of each month, a complete statement signed by an executive officer of Tenant, showing Gross Sales for the preceding month. In addition to Landlord's other rights and remedies, Tenant shall pay to Landlord a late fee of \$50.00 for any delinquency in meeting the foregoing reporting requirement, time being of the essence. Tenant agrees to maintain accounting controls and books of account, in form adequate for auditing purposes, in accordance with generally accepted accounting principles to assure the proper recording of all Gross Sales. In addition, Tenant agrees to use, if so required by Landlord, such cash registers and/or software systems as shall ensure the proper recording of all Gross Sales. Landlord shall have the right to audit all of the documents, materials, and files of Tenant relating to Gross Sales for any year. If Landlord shall have such an audit made for any lease-year, and the Gross Sales shown by the Tenant's statement for such lease-year shall be found to be understated by more than two percent (2%), then Tenant shall pay to Landlord the cost of such audit. In any event, Tenant shall promptly pay to Landlord any deficiency in Percentage Rent plus interest at the rate set forth in Section 3.1 from the date such payment should have been made to the date of payment. In the event the Gross Sales shown by the Tenant's statement for any two (2) lease-years, whether or not consecutive, of the Term shall be found to have been understated by more than two percent (2%) in each instance, or for any one (1) lease-year of the Term shall be found to have been understated by more than four percent (4%), then Landlord, in addition to all other remedies available at law or in equity or pursuant to the other provisions of this Lease, shall have the right to terminate this Lease upon written notice to Tenant. Such examination and audit may be made by any accountant designated in writing by the Landlord from time to time.

Section 3.3. Taxes. The term "Taxes" means all real estate taxes and assessments levied by any lawful authority against the Shopping Center or any portion thereof. In the event Landlord shall elect to contest any proposed increase in Taxes, any expense incurred in such contest, including reasonable attorneys' fees, shall be considered as tax expenses under the terms of this paragraph and shall be borne by Tenant in accordance with Tenant's Pro-rata Share. In the event the method of taxation applicable to rental property shall be adjusted or modified, a modification agreement with respect to this paragraph shall be entered into to accurately apply the principal hereof to said revised tax system. Tenant shall pay to Landlord the Tenant's Pro-rata Share of the annual Taxes. Specifically, Tenant shall make monthly tax deposits with Landlord on the first day of every month in an amount equal to what Landlord reasonably estimates to be one-twelfth (1/12th) of Tenant's Pro-rata Share of the annual Taxes, with a final adjustment to be made between the parties as soon as the actual dollar amount owed by Tenant for its Tenant's Pro-rata Share of Taxes for the applicable year has been determined. Landlord may re-estimate such monthly amount from time to time. Alternatively, Landlord may invoice Tenant from time to time as Landlord receives the applicable tax bills. In addition to paying its

Tenant's Pro-rata Share of Taxes, Tenant shall pay all taxes relating to its fixtures, equipment and personal property.

Section 3.4. Common Area Maintenance Expenses. The term "Common Area Maintenance Expenses" means all costs and expenses of every kind and nature paid or incurred by Landlord (including reasonable and appropriate reserves) in operating, managing (including management fees and/or administrative fees), equipping, insuring, lighting, repairing, replacing and maintaining the Shopping Center. Tenant shall pay to Landlord the Tenant's Pro-rata Share of the annual Common Area Maintenance Expenses. Specifically, Tenant shall make monthly Common Area Maintenance Expenses deposits with Landlord on the first day of every month in an amount equal to what Landlord reasonably estimates to be one-twelfth (1/12th) of Tenant's Pro-rata Share of the annual Common Area Maintenance Expenses, with a final adjustment to be made between the parties as soon as the actual dollar amount owed by Tenant for Tenant's Pro-rata Share of Common Area Maintenance Expenses for the applicable year has been determined. Landlord may re-estimate such monthly amount from time to time.

Section 4. Utilities and Trash Service. Landlord shall supply electric current, water, sewer, and other utilities to the Premises as presently provided, and Tenant shall pay for all such utility services serving the Premises as part of the Additional Rent. Landlord may measure and charge all utilities to Tenant by any reasonable method, including without limitation by meter or submeter, by allocating a per square foot cost for such utilities, or by other means not uncommon to the real estate industry. Landlord may require Tenant to pay for some or all utility services directly to the applicable utility provider, or Landlord may elect to pay for such utility services and require Tenant to pay Landlord in advance for the cost thereof, as estimated by Landlord. Landlord shall not be liable or responsible to Tenant for any loss, damage or expense which Tenant may sustain or incur: (i) if the quantity, character, or supply of utilities is changed or is no longer available or suitable for Tenant's requirements, or (ii) due to interruption of utilities, provided, however, that Landlord will use good faith efforts to cause the applicable utility service to be restored following any such interruption. Landlord reserves the right to interrupt, curtail, stop or suspend the furnishing of the services described herein, when necessary, by reason of accident or emergency, or for repairs, alterations, replacements or improvements which are, in the reasonable judgment of Landlord, desirable or necessary to be made.

Provisions have been made by the Landlord for trash removal by a contractor, and 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, (the 2022 rate is at a monthly rate of \$0.1424 (14.24 cents) per square foot for restaurant establishments.) 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. Cavosa Disposal is currently the trash disposal company and will bill directly. All trash, refuse, and the like shall be kept in covered containers, either within the Premises or in one of the Shopping Center dumpsters, at all times, and in no event stored outside of the same.

Section 5. Operation of Premises; Hazardous Materials; Compliance with Laws; Assignment and Subletting.

Section 5.1 General Requirements Regarding Operation of Premises. Tenant's use of the Premises is subject to the following: (a) Tenant shall conduct its operations in the Premises under its Trade Name specified herein, or the trade name of any permitted transferee in accordance with the provisions of Section 5.5 below, unless the Landlord shall otherwise consent in writing; (b) no auction, fire, going out of business sale, "lost our lease", or bankruptcy sales may be conducted within the Premises; (c) Tenant shall not use sidewalks adjacent to the Premises for any business purposes unless Tenant first obtains prior written consent from Landlord (provided, however, that Landlord hereby acknowledges and agrees that Tenant shall be permitted to have "al fresco" dining in accordance with Exhibit E attached hereto); (d) 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 in all events in such a manner so as to not unreasonably interfere with the business and operations of the other tenants or occupants in the Shopping Center; (e) Tenant shall not allow any noises or odors to be emitted from the Premises, and, without limiting the foregoing, in no event shall the Premises or Tenant's use thereof constitute a nuisance or menace to any other occupant or other persons in the Shopping Center or in the area; (f) Tenant shall abide by all reasonable rules and regulations from time to time established by Landlord by

written notice to Tenant with respect to the Shopping Center (Tenant acknowledges receipt of the rules and regulations currently in effect, which are incorporated herein by this reference); (g) Tenant shall not do or permit anything to be done in or upon the Premises, which shall increase the rate of insurance on the Premises or on the Shopping Center above the standard rate on said Premises and Shopping Center; and Tenant further agrees that in the event it shall do any of the foregoing, it will promptly pay to Landlord on demand any such increase resulting therefrom; (j) Tenant shall use the Premises for the Permitted Use, and no other purpose; (k) Tenant shall keep the display windows of the 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 Landlord, provided windows throughout a major portion of the Shopping Center are kept lighted during such additional periods, and for this purpose Tenant shall install and maintain a mechanical time-clock; (l) no vending or video machines shall be installed at the Premises; (m) 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 Premises; (n) Tenant shall at all times fully and adequately heat and/or air-condition (as the circumstances require) the Premises; (o) Tenant shall use best efforts to advertise in a wide range of internet social media, including, at a minimum, Facebook; and (p) Tenant shall use the Mashpee Commons logo in all of Tenant's print advertising.

Section 5.2 Continuous Operations. Tenant shall continuously operate its business in the Premises (fully stocked and staffed, using the maximum amount of floor space possible for retail sales), during all "Hours of Operation", which means the business hours for the Shopping Center that are set forth on Exhibit B attached hereto. Landlord may make reasonable modifications to such Hours of Operation from time to time. In addition to any other remedies available to Landlord pursuant to provisions of Section 10.2 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.

Section 5.3 Hazardous Materials. Tenant shall not use, handle, store or dispose of any oil, petroleum products, or any other hazardous or toxic materials or wastes that pose a danger to health or property and are regulated by any laws (collectively, "Hazardous Materials") in or about the Premises or the Shopping Center, and Tenant hereby indemnifies and holds harmless Landlord from any and costs, losses, and damages of any nature whatsoever arising from Tenant's breach of the foregoing (this provision shall survive the termination of this Lease).

Section 5.4 Compliance with Laws. Tenant shall comply with all legal requirements related to the Premises and Tenant's use thereof. Without limiting the foregoing, Tenant shall comply with the Americans with Disabilities Act and any similar state or municipal legal requirements.

Section 5.5 Assignment and Subletting. Tenant shall not sublease, assign, transfer, mortgage, or otherwise encumber this Lease or the Premises in any manner, or allow any other person or entity to occupy the Premises or any portion thereof, or transfer more than 50% of the voting control of Tenant in one or more transactions (separately and collectively the foregoing are referred to as a "Transfer"), without the prior written consent of Landlord, which will not be unreasonably withheld. Without limiting the foregoing, in no event may Tenant assign, sublet, or otherwise transfer this Lease while Tenant is in an Event of Default under this Lease. No Transfer shall relieve Tenant or Guarantor of direct and primary, joint and several liability for the tenant obligations under this Lease, nor shall Landlord's consent to any Transfer operate as a consent to any further Transfer. No assignee, subtenant, or other transferee shall use the Premises for anything other than the Permitted Use. Without limiting the first sentence of this Section, Landlord may condition its consent to any assignment, sublease, or other form of transfer upon the satisfaction of all or any of the following conditions: (i) the transferee shall be creditworthy in the judgment of Landlord; (ii) such transferee shall have a track record of responsible and reputable business dealings related to the conduct of the Permitted Use; (iii) if such transferee is an assignee then it shall assume in writing, in form acceptable to Landlord, all of Tenant's obligations hereunder and Tenant shall provide Landlord with a copy of such assumption/assignment document (but no such assumption shall relieve Tenant and Guarantor of their direct and primary, joint and several liability under this Lease); (iv) Tenant shall pay to Landlord, immediately upon receipt thereof, 100% of the additional Rent received by Tenant for such transfer; and (v) such other terms and provisions as Landlord deems appropriate. To clarify, in the event that Landlord consents to a proposed Transfer, any Rent in excess of the Rent payable by Tenant hereunder shall be promptly paid to Landlord by Tenant.

Section 6. Repair and Maintenance; Alterations; Surrender

Section 6.1. Repair and Maintenance. Tenant agrees to maintain the Premises in the same condition as they are at the commencement of this Lease or as they may be put in during the Term of this Lease, reasonable wear and tear, damage by fire and other casualty only expected, and whenever necessary, to replace plate glass (and other glass) and doors 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. Landlord shall be responsible for the non-routine repair and maintenance (including replacement as and when necessary) of the HVAC system serving 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. Landlord shall be responsible for the maintenance and repair of exterior walls, the roof of the Building, and the common areas of the Shopping Center.

Section 6.2. Alterations. 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. Where furnished by or at the expense of Tenant, all movable property, furniture, furnishings and trade fixtures shall remain the property of Tenant and may be removed by Tenant prior to the expiration of the term or any earlier termination of the Lease. Notwithstanding anything to the contrary contained herein, Tenant shall, at the direction of Landlord, remove all or any portion of such alterations, furniture, fixtures or equipment added by Tenant, and Tenant shall repair any damage to the Premises arising from Tenant's removal of such items. 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, and without notice to Tenant, to remove and store any of the property at Tenant's expense, and/or to sell the property not so removed and to apply the net proceeds of such sale to the payment of any sums due hereunder, or to destroy such property. This Section shall survive the termination of this Lease.

Section 6.3. Surrender. Upon the expiration or other termination of the Term of this Lease, Tenant shall peaceably quit and surrender to Landlord the Premises, in the condition required by this Lease, including without limitation Sections 6.1 and 6.2. This Section shall survive the termination of this Lease.

Section 7. Indemnity and Insurance

Section 7.1. Indemnity. Except for the negligence of Landlord, its agent and/or employees, 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 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. This provision shall survive the termination of this Lease.

Section 7.2. Assumption of Risk. Tenant shall use and occupy the Premises and the common areas at its own risk. Landlord shall have no responsibility for any damage to Tenant's leasehold improvements, fixtures or other personal property except in the event that said loss or damage is directly and immediately caused by Landlord's negligence or willful misconduct. Without limiting the foregoing, in no event shall Landlord be responsible for any damage to, or loss of, Tenant's property due to burglary or theft (Tenant shall be solely responsible, at Tenant's sole cost and expense, for security for the Premises); nor shall Landlord be

responsible for any damage, nuisance, interference or loss that may be occasioned by third parties, including persons occupying any other part of the Shopping Center or the area.

Section 7.3. Tenant's Insurance. Tenant shall maintain at its expense: (a) commercial general liability insurance with respect to the Premises and the business operated by Tenant at the Shopping Center, having limits of not less than \$2,000,000 on a combined single limit per occurrence with a general aggregate limit of \$3,000,000, and containing a contractual liability endorsement; (b) special form casualty insurance for the full replacement value of Tenant's fixtures, merchandise, equipment and other personal property, and all leasehold improvements made by Tenant; (c) worker's compensation insurance (in statutorily required amounts); (d) plate-glass/glass breakage insurance in commercially reasonable amounts; and (e) such other insurance, and such other amounts, as may be reasonably required by Landlord or its lender from time to time. Landlord, its lender, and Landlord's designees, shall be named as additional insureds under each insurance policy. Each policy shall include an endorsement stating that coverage cannot be terminated or reduced for any reason without at least thirty (30) days' prior written notice to Landlord. Prior to Tenant entering upon the Premises, and thereafter from time to time upon request from Landlord, Tenant shall provide Landlord with certificates of such insurance, and Tenant shall also provide Landlord with certificates of renewed or replacement insurance at least sixty (60) days prior to any expiration of its then current insurance. All insurance required of Tenant hereunder shall be effected under valid and enforceable policies issued by insurers of recognized responsibility.

Section 7.4. Waiver of Subrogation. Landlord and Tenant and all parties claiming under them hereby mutually release and discharge each other from all claims and liabilities arising from, or caused by any hazard covered by insurance on the Premises, regardless of the cause of the damage or loss. Each party shall obtain from their insurers any waivers or special endorsements, if required by their insurer to evidence compliance with the aforementioned release.

Section 8. Landlord's Reserved Rights. Following forty-eight (48) hour prior notice to Tenant (except in the event of emergency), Landlord and its agents may enter the Premises at reasonable times to make repairs and alterations and to show the Premises to others. In connection with such entries and work, Landlord shall use good faith efforts to minimize interference with Tenant's use of the Premises. Landlord may erect, use and maintain pipes, wires, ducts and conduits in and through the Premises, provided the same do not materially reduce the floor area or materially adversely affect the appearance thereof. In addition to the foregoing, Landlord reserves the right to make such changes, alterations, additions, improvements, repairs or replacements in or to the Shopping Center (including the Premises) as it may deem necessary or desirable; provided, however, such work and such alterations shall not, except in case of emergency repairs, permanently materially adversely affect Tenant's use of the Premises. 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.

Section 9. Casualty and Condemnation. If 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 Lease upon notice to Tenant. If said right of termination is exercised, this Lease shall terminate 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 one hundred twenty (120) days of receipt of damage insurance proceeds therefor, Tenant shall have the right to terminate this Agreement upon twenty (20) days notice to Landlord. If neither Landlord nor Tenant terminates this Lease pursuant to the foregoing terms, then Landlord shall restore or repair the Premises to the extent of insurance proceeds made available to Landlord and the rental otherwise payable under this Lease will abate in whole or in part proportionate to the space within the Premises which is unusable by Tenant from the date of the casualty to the completion of the restoration or repairs, provided that the Tenant's business is not open. In all cases of damage or destruction by fire or other casualty during the Term of this Lease, Tenant shall be liable and responsible for the removal of any remains of its property or other debris from the Premises. In the event of a condemnation, or deed in lieu thereof, of so much of the Premises as to render the Premises untenable, this Lease shall automatically terminate. If such condemnation or deed in lieu thereof does not render the Premises untenable, then this Lease shall continue, but Rent shall be abated in proportion to the space within the Premises that was rendered unusable. Landlord shall be entitled to the full amount of any condemnation proceeds, except to the extent of

any separate award that may be made to Tenant, provided that such separate award does not diminish the amount made to Landlord.

Section 10. Event of Default; Landlord's Remedies.

Section 10.1. Tenant's Event of Default. Any one of the following shall be deemed to be an "Event of Default": (a) Tenant's failure to pay any monetary amount within five (5) days of the date said monetary payment is due; (b) with respect to a non-monetary default under this Lease not otherwise addressed in this Section, failure of Tenant to cure the same within thirty (30) days of Landlord's delivery of notice of such default (or such longer period which, by the nature of such default, may be necessary, provided Tenant shall have commenced the curing of such default within ten (10) days of delivery of such default notice and shall be diligently prosecuting the same to completion); (c) the commencement of any bankruptcy, insolvency, receivership or similar type of proceeding with respect to either Tenant or Guarantor; (d) breach by the Tenant, after the Commencement Date, of its obligations under Section 5.2 of this Lease for more than two (2) days in one year, or for more than an aggregate of five (5) such days during the Term hereof, or, without limiting the foregoing, if Tenant should abandon the Premises.

Section 10.2. Landlord's Remedies. Upon the occurrence of any Event of Default, Landlord shall have the right to exercise any one or more of the following remedies: (a) upon such advance written notice as may be required by law, Landlord may terminate this Lease, effective at such time as may be specified by notice to Tenant and recover possession of the Premises from Tenant, but, notwithstanding such termination, Tenant shall remain liable for any previously unpaid Rent and any other losses that Landlord may suffer by reason of such Event of Default, including without limitation the unamortized cost of performing the Landlord Work and of entering into this Lease (collectively, the foregoing losses and damages are referred to as the "Current Damages"), as well as the difference, discounted to present value at the prime rate, of all future Rent (including Percentage Rent) over the amount (net of reasonably anticipated reletting costs) that Landlord can reasonably expect to obtain from reletting for the same period, as reasonable determined by Landlord; (b) upon such advance written notice as may be required by law, Landlord may terminate Tenant's right to possession of the Premises without terminating this Lease, and, in addition to collecting from Tenant the Current Damages, thereafter bring separate actions against Tenant from time to time to collect any one or more future delinquent installments or payments of Rent due under this Lease, such collections to be offset by the amount (net of reletting costs) that Landlord actually collects from any replacement tenant (Landlord shall use reasonable efforts to relet the Premises; however, Landlord shall not be obligated to relet the Premises before leasing other portions of the Shopping Center or Landlord's other buildings, and Landlord shall only be obligated to relet the Premises on commercially reasonable terms and conditions; furthermore, the excess, if any, of such net rent from replacement tenants over the Rent due hereunder shall belong to Landlord); (c) Landlord may perform any act or pay any sum, the nonperformance or nonpayment of which is or would be an Event of Default, and Tenant shall reimburse Landlord upon demand for any cost or expense incurred by Landlord in performing such act or paying such sum.

Exercise of any of the foregoing remedies shall not prevent the concurrent or subsequent exercise of any other remedy provided for herein or otherwise available to Landlord at law or in equity. In any action to enforce any provision of this Lease, Landlord shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action. Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Landlord and Tenant.

Section 10.3. Landlord's Event of Default. Landlord shall not be in an "event of default" in the performance of any of Landlord's obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days (or such additional time as is reasonably required to correct any such failure to perform) after written notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation. In no event whatsoever shall any such failure to perform or "event of default" of Landlord entitle Tenant to terminate this Lease, or set off or withhold Rent, it being understood and agreed that the covenants of Tenant and Landlord are independent of one another, notwithstanding any caselaw to the

contrary, and therefore Tenant's sole and exclusive remedy shall be to bring a suit for money damages against Landlord.

Section 11. Subordination. Tenant hereby agrees that this Lease and all of Tenant's right, title and interest hereunder shall be subject, subordinate and inferior to the lien of any and all mortgages of the Premises now on or hereafter to be placed on the Premises, and to any and all terms and conditions thereof. The subordination of this Lease to any such mortgage shall be automatic and self-operative, and no special instrument of subordination shall be necessary. Without limiting the foregoing, if Landlord requests that Tenant execute any document evidencing such subordination then Tenant shall do so within ten (10) days of such request, and any breach of such obligation shall be an automatic Event of Default hereunder. Tenant agrees that upon request by Landlord, it will execute such amendments to this Lease as Landlord's lender may reasonably require, provided hereunder no change shall be made to the Rent, the Term of the Lease, Tenant's Pro-rata Share or description of Premises.

Section 12. Security Deposit. Landlord may, from time to time and without prejudice to any other remedy, use all or a part of the Security Deposit to perform any obligation Tenant fails to perform hereunder. In such event, Tenant shall replenish the full amount of the Security Deposit upon demand. If Landlord transfers the Security Deposit to Landlord's successor in interest hereunder, then Landlord thereafter shall have no further liability for the return of the Security Deposit. The Security Deposit shall be returned to Tenant thirty (30) days after the date Tenant has vacated the Premises and surrendered possession thereof to Landlord at the expiration of the Term or any extension thereof as provided herein and has paid Landlord all sums due and owing under this Lease. Tenant shall not be entitled to any interest on the Security Deposit.

Section 13. No Waiver. Failure on the part of Landlord to complain of any action or non-action on the part of Tenant, no matter how long the same may continue, shall never be deemed to be a waiver by Landlord of any of its rights hereunder. Landlord's consent to a particular action does not waive the requirement for consent to the same action, or a similar action, in the future. No payment by Tenant, or acceptance by the Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than as a payment on account. The acceptance by 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 Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

Section 14. Notices. Notices under this Lease shall be in writing and shall be sent by certified mail, return receipt requested, or shall be delivered by reputable overnight courier (in the case of notices to Landlord, by reputable overnight courier that can deliver to a P.O. Box, or, if the courier cannot deliver to a P.O. Box, then to Mashpee Commons II, LLC c/o Mashpee Commons Limited Partnership, 22 Steeple Street, Mashpee, Massachusetts 02649); (A) if intended for Landlord, at the address of Landlord set forth on the first page of this Lease (or to such other address or addresses as may from time to time hereafter be designated by the Landlord by like notice); and (B) if intended for Tenant, to: Nicholas Gillespie, 6 Grimshaw Place, Warwick, Rhode Island 02889, with a copy to: Stephen M. Litwin, Esquire, 116 Orange Street, Providence, Rhode Island 02903 (or to such other address or addresses as may from time to time hereafter be designated by the Tenant by like notice). All such notices shall be effective when received (or receipt is refused) at the address stated herein.

Section 15. Limitation of Landlord's Liability. The covenants of Landlord contained in this Lease shall be binding upon Landlord (and Landlord's successors) only with respect to breaches occurring during Landlord's (and Landlord's successors') respective ownership of Landlord's interest hereunder. In addition, Tenant specifically agrees to look solely to Landlord's interest in the Shopping Center for recovery of any judgment from Landlord; it being specifically agreed that neither Landlord nor any officer, employee, owner, affiliate, person or party claiming by, through, or under Landlord shall ever be personally liable for any such judgment. In no event shall Landlord ever be liable to Tenant for any indirect or consequential damages.

Section 16. Covenant of Quiet Enjoyment. Subject to Landlord's rights and remedies provided in this Lease in the event of any default by Tenant, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term, without hindrance from Landlord or any party claiming by, through, or under Landlord, but not otherwise, subject to the terms and conditions of this Lease.

Section 17. Force Majeure. Neither Landlord nor Tenant shall be liable for failure to perform any obligation under this Lease (other than failure to pay a monetary amount) in the event such party is prevented from so performing by strike, extraordinarily inclement weather or because of war or other emergency, or for any other such cause beyond such party's reasonable control (except that financial inability shall never be deemed to be beyond such party's reasonable control).

Section 18. Estoppel Certificate. From time to time, Tenant shall furnish to Landlord and any party designated by Landlord, within ten (10) days after Landlord has made a request therefor, a certificate signed by Tenant confirming and containing such factual certifications and representations as to this Lease as Landlord may reasonably request in writing, and Landlord and such designee shall be entitled to reply upon such certification. Failure to provide such certificate within such time period, time being of the essence, shall be an immediate Event of Default.

Section 19. Mechanics' Liens. Tenant shall immediately discharge of record (either by payment or by filing of the necessary bond, or otherwise) any mechanics', materialmen's, or other lien against the Premises or the Shopping Center, which liens may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies, or equipment alleged to have been furnished to or for Tenant on or around the Premises.

Section 20. Brokerage. Neither Landlord nor Tenant has dealt with any broker or agent in connection with the negotiation or execution of this Lease. Tenant and Landlord shall each indemnify the other against all costs, expenses, attorneys' fees, and other liability for commissions or other compensation claimed by any other broker or agent claiming the same by, through, or under the indemnifying party.

Section 21. Landlord's Review Fees. If Tenant shall request the Landlord's consent or approval for any matter under this Lease, or request Landlord's joinder in any instrument pertaining to this Lease, Tenant shall promptly reimburse Landlord for the reasonable legal, engineering, and other applicable third party fees incurred by Landlord in processing such request, whether or not the Landlord grants such consent or agrees to join in such instrument.

Section 22. Holding-Over. If Tenant holds over after the expiration of the Term of this Lease, or any extension thereof, then Tenant shall be deemed to be a tenant at sufferance, at a monthly Rent equal to two (2) times the Rent for the final month of the Term, and subject to all of the other provisions of this Lease. The foregoing shall not constitute consent for post-Term occupancy by Tenant, nor shall the acceptance of Rent under this Section be deemed a waiver of any rights of Landlord to remove Tenant from the Premises and/or obtain further damages.

Section 23. Parking. Landlord agrees that Tenant may during the Term hereof, with others, have the non-exclusive right to use the parking facilities of the Shopping Center for the accommodation and parking of the automobiles of the Tenant, its officers, agents and employees, and its customers while shopping in the Shopping Center, but Landlord shall have the right, to be exercised reasonably, to designate from time to time and to change from time to time, the location and direction of such parking lanes and facilities. Tenant agrees to cause its officers, agents, employees, contractors, licensees and concessionaires to park their cars only on such areas as the Landlord may from time to time designate as employee parking areas, and such employee parking areas may be located outside of the entire Shopping Center, provided the same shall be within a reasonable distance of the Shopping Center. The Tenant shall furnish to the Landlord, within five (5) days following the request of the Landlord therefor, the automobile license numbers of the vehicles customarily used by the Tenant and the Tenant's officers, agents, employees, contractors, licensees and concessionaires. If the Tenant or any officer, agent, employee, contractor, licensee or concessionaire of the Tenant shall park his or her car other than in designated employee parking areas, the Landlord shall have the right and privilege to have any such car towed away at the Tenant's expense and Tenant shall pay to Landlord the sum of Fifty Dollars (\$50.00) within five (5) days of submission of a bill therefor.

Section 24. Attorney's Fees. Unless prohibited by applicable law, Tenant agrees to pay to Landlord the amount of all legal fees and expenses incurred by Landlord in enforcing the terms of this Lease

and/or arising out of or resulting from any act or omission by Tenant with respect to this Lease or the Premises; including without limitation, any breach by Tenant of its obligation hereunder.

Section 25. Signage. Tenant shall not place on the exterior or interior of the 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 Section 10.2 hereof, Tenant shall pay to Landlord the sum of Fifty Dollars (\$50.00) upon each violation by Tenant of the terms and provisions of this Section. All signage must comply with applicable legal requirements.

Section 26. Gift Card Program. Tenant agrees that it will participate in the Mashpee Commons gift card program and will instruct its employees how to participate in such program, pursuant to the instruction sheet previously provided by Landlord to Tenant.

Section 27. Miscellaneous Provisions. If any provision of this Lease or portion of such provision or the application thereof to any person or circumstance is for any reason held invalid or unenforceable, the remainder of the Lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby. The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease nor the intent of any provisions hereof. This Lease is made pursuant to, and shall be governed by, and construed in accordance with, the laws of the State in which the Premises is located. Tenant shall not record this Lease, nor any short form memorandum of this Lease, and any such recording shall constitute an automatic Event of Default under this Lease. Nothing herein contained shall be interpreted as creating a partnership or joint venture relationship between Landlord and Tenant, or any other legal relationship other than as Landlord and Tenant. If Tenant consists of more than one person or entity, then all covenants, obligations, and liabilities hereunder shall be the joint and several covenants, obligations, and liabilities of each such person and/or entity. Tenant shall keep the terms of this Lease confidential, except for disclosure to its attorneys, accountants, and other parties with a reasonable business purpose to know such information. The submission of any draft of this Lease to Tenant shall not be construed as an offer, and Tenant shall not have any rights under this Lease unless and until it has signed a copy of this Lease and delivered it to Landlord, and Landlord has signed a copy of this Lease and delivered it to Tenant. Any consent required of Landlord in any provision of this Lease may be withheld by Landlord in its sole discretion unless the provision requiring such consent specifically states that the Landlord shall not withhold such consent unreasonably. Subject to the terms of this Lease, this Lease shall be binding upon and inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant. This Lease may be executed in counterparts. Delivery of an executed counterpart of this Lease by telecopier or by ".pdf" e-mail shall be effective as delivery of an original executed counterpart.

Section 28. Exhibits. The following Exhibits are attached to this Lease and by this reference are incorporated herein: Exhibit A – Plan with location of Premises; Exhibit B – Mashpee Commons Operating Hours; Exhibit C – Guaranty; Exhibit D – Landlord Work; Exhibit E – Sidewalk Dining Rules.

(Signatures on next page)

Executed as an instrument under seal as of _____, 2023 (the "Effective Date").

WITNESS:

Name: _____

WITNESS:

Stephen M. Litwin

Name: Stephen M. Litwin

LANDLORD:

Mashpee Commons II, LLC

By: Mashpee Commons Limited Partnership,
its sole member

By: NMS Associates, Inc., its general partner

By: _____
Name: Arnold B. Chace, Jr.
Title: President

TENANT:

Dune Brothers, LLC

By: Nicholas Gillespie

Name: Nicholas Gillespie
Title: Manager

EXHIBIT A
LEASE PLAN

EXHIBIT B

MASPEE COMMONS OPERATING HOURS

(See next page)

***NOTE: LANDLORD MAY REVISE THESE OPERATING HOURS
EACH YEAR, BY GIVING TENANT WRITTEN NOTICE OF
THE REVISED OPERATING HOURS.***

EXHIBIT C

GUARANTY

Nicholas Gillespie, having an address of 6 Grimshaw Place, Warwick, Rhode Island 02889 (the "Guarantor"), in consideration of the execution and delivery of, and to induce Mashpee Commons II, LLC (the "Landlord") to enter into, the lease dated as of the date hereof (the "Lease") with Dune Brothers, LLC (the "Tenant"), for the premises located at 2 North Street, Space 28A.101, Mashpee, Massachusetts, does hereby guaranty to Landlord, its successors and assigns, the payment of all monies which may become due Landlord from Tenant under said Lease and the performance of all other obligations due Landlord thereunder, as and when due, in accordance with the terms of said Lease (collectively, the "Obligations"). Without limiting the generality of the foregoing, Guarantor's obligation to guaranty payment and/or performance of the Obligations of Tenant under the Lease in accordance with this Guaranty shall be limited to the payment of those Obligations arising during a two (2) year period following the event of default under the Lease giving rise to Guarantor's obligation to guaranty the Obligations hereunder.

Guarantor hereby expressly waives demand and/or notices of any default under said Lease, acknowledging that Landlord's notices to Tenant under said Lease shall be sufficient notice to Guarantor. Guarantor hereby expressly waives all suretyship defenses. Guarantor hereby consents to, without notice or demand and without affecting Guarantor's liability hereunder, any modification or amendment of said Lease (including, but not limited to, any modifications or amendments which may increase Tenant's obligations under the Lease), and any renewal thereof, and the assignment or subletting of the Leased Premises, and any indulgences shown to and any release of Tenant by Landlord, and any dealings mutually agreed upon between Tenant and Landlord, from time to time, and Guarantor further agrees that its liability shall not be discharged by any such actions. Guarantor agrees to pay any and all costs of collection incurred by Landlord in enforcing the terms and provisions of this Guaranty, including, but not limited to, attorneys' fees, if an attorney is employed to enforce this Guaranty. This Guaranty, its terms and provisions, shall inure to the benefit of the Landlord, its heirs, legal representatives, successors and assigns, and shall be binding on the Guarantor and its heirs, legal representatives, executors, successors and assigns. The death or disability of any person, including but not limited to the undersigned, shall in no way impair or affect this Guaranty.

This Guaranty is an absolute, primary, and continuing guaranty of payment and performance and is independent of Tenant's obligations under the Lease. Guarantor waives any right to require Landlord to (a) join Tenant with Guarantor in any suit arising under this Guaranty, (b) proceed against or exhaust any security given to secure Tenant's obligations under the Lease, or (c) pursue or exhaust any other remedy in Landlord's power. Guarantor hereby waives all demands for performance, notices of performance, and notices of acceptance of this Guaranty. The liability of Guarantor under this Guaranty will not be affected by (1) the release or discharge of Tenant from, or impairment, limitation or modification of, Tenant's obligations under the Lease in any bankruptcy, receivership, or other debtor relief proceeding, whether state or federal and whether voluntary or involuntary; (2) the rejection or disaffirmance of the Lease in any such proceeding; or (3) the cessation from any cause whatsoever of the liability of Tenant under the Lease.

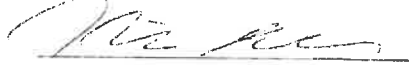
Executed as an instrument under seal as of January 31, 2023.

WITNESS:



Name: Stephen M. Litwin

GUARANTOR:



Name: Nicholas Gillespie

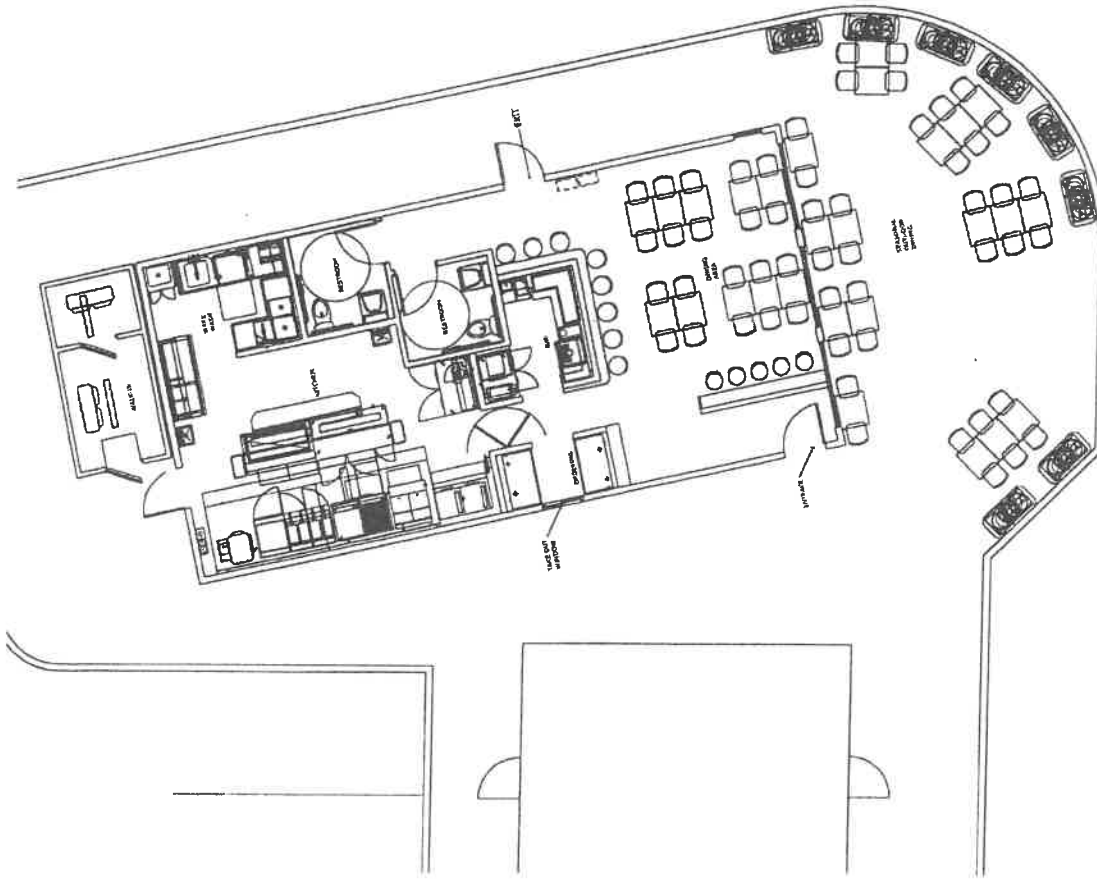
EXHIBIT D

LANDLORD WORK

EXHIBIT E

SIDEWALK DINING RULES

NG



4

ALCO LUCARELLA
 ARCHITECTS
 100 North St.
 Mashpee, MA 02649
 Phone: 508/548-1111
 Fax: 508/548-1112

DUNE BROTHERS
 2 North St.
 Mashpee, MA 02649

FLOOR PLAN W/ EXTERIOR

SCALE 1/4" = 1' - 0"

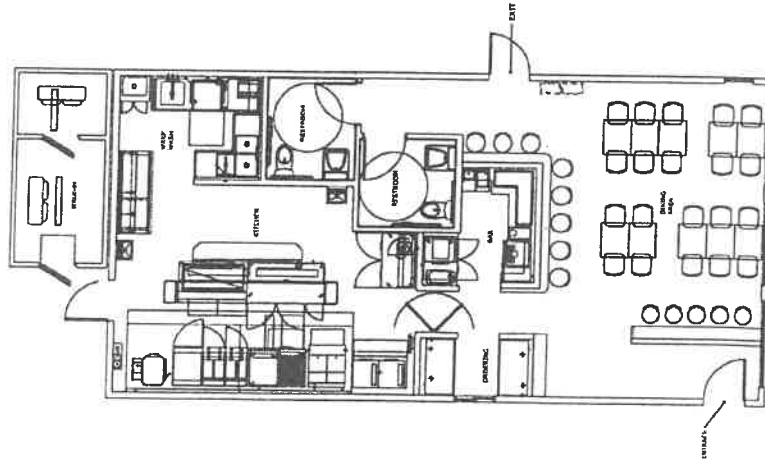
REVISION

DATE

FOR LAYOUT

May 11, 2012

SK 1.0



2

DUNE BROTHERS
2 North St.
Marshpee, MA 02649

SK 1.0

SEAL OF THE BOARD OF REGISTRATION
STATE OF MASSACHUSETTS
OFFICE OF THE BOARD OF REGISTRATION
100 STATE STREET, 10TH FLOOR
BOSTON, MA 02109

FLOOR PLAN		REVISIONS	DATE
SCALE 1/4" = 1' - 0"			
		FOR LICENSE	NOV 11, 2011



MASHPEE STORMWATER PROGRAM UPDATE

**Select Board Meeting
January 22, 2024**

Gabrielle Belfit, Jessica Cajigas-Smith Tighe & Bond
Catherine Laurent, Director Mashpee Department of Public Works



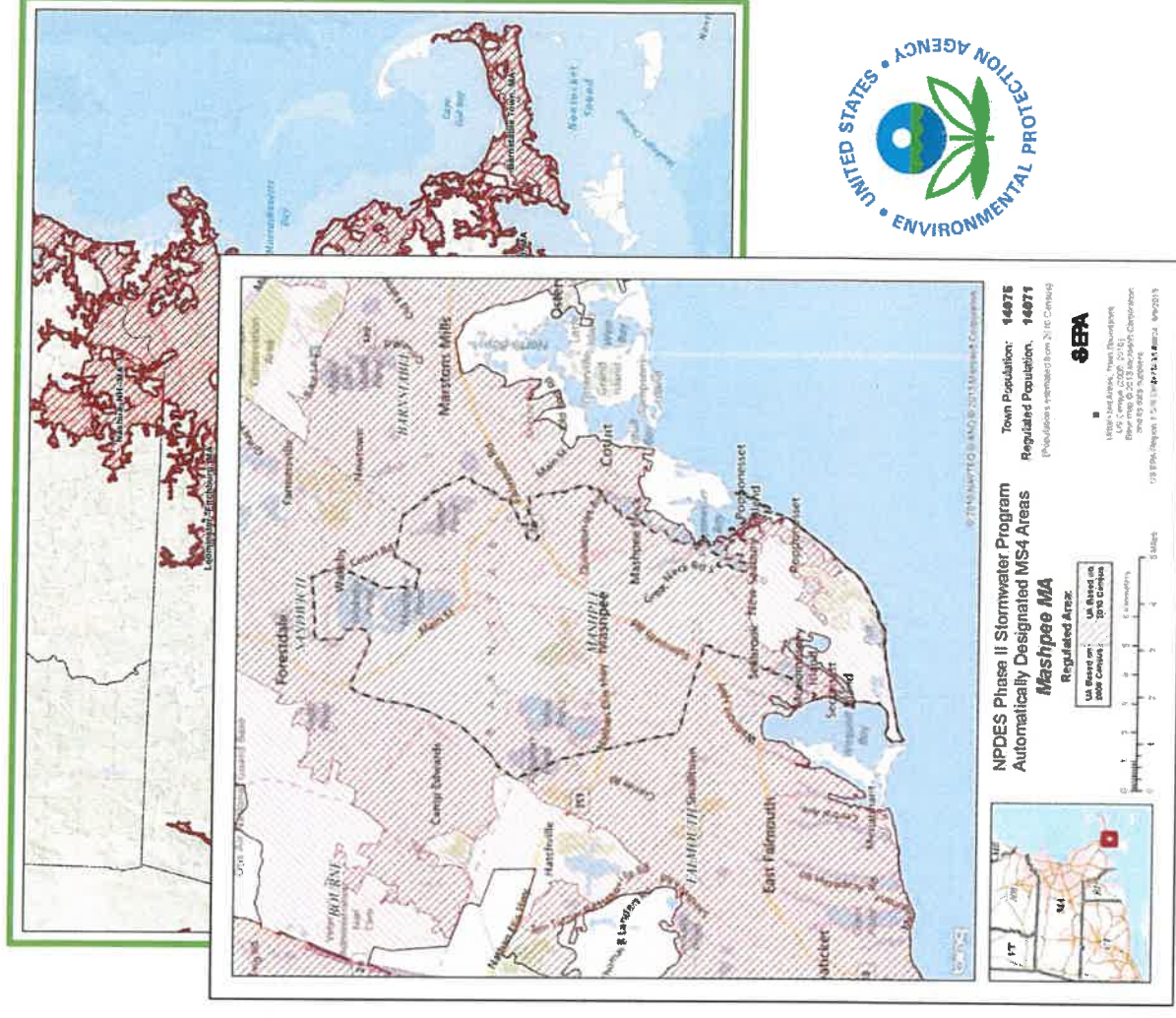
WHAT IS STORMWATER?

Stormwater is the fastest growing type of water pollution in Massachusetts



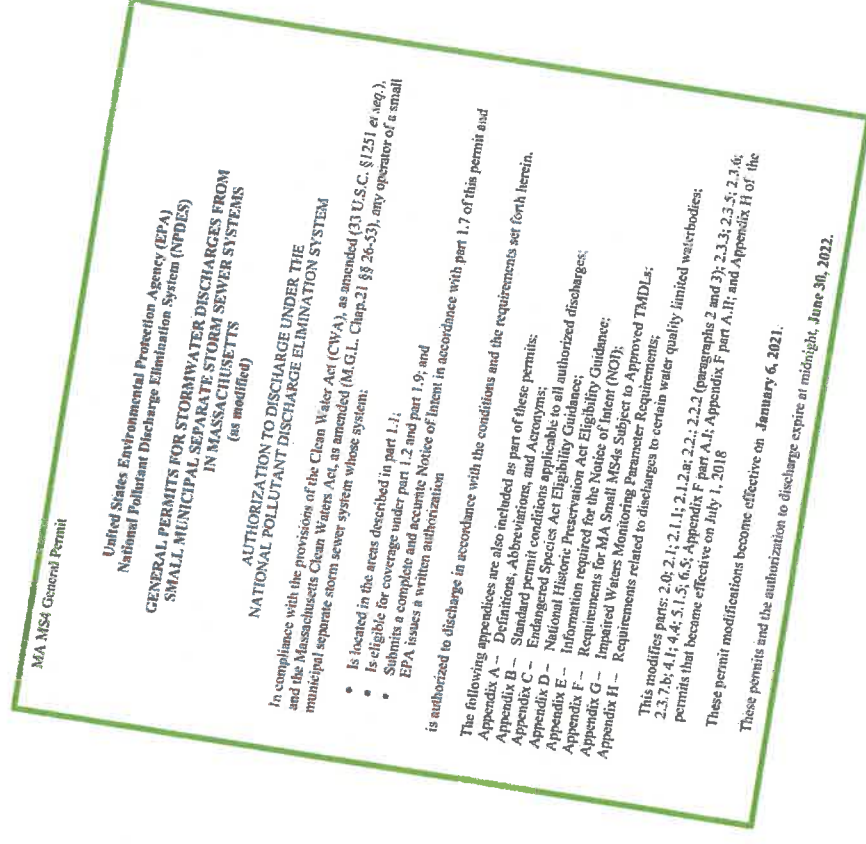
EPA'S SMALL MS4 STORMWATER PROGRAM

- **MS4 = Municipal Separate Storm Sewer System**
- **Jointly administered by EPA and MassDEP**
- **Mashpee MS4 area includes all drainage within the “urbanized area”**



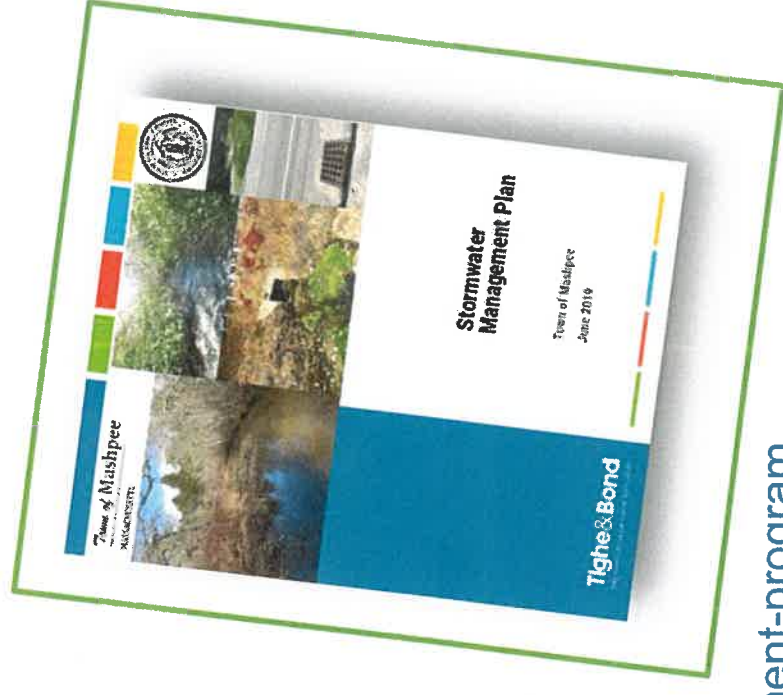
EPA'S SMALL MS4 STORMWATER PROGRAM

- Notice of Intent (NOI) under the 2016 Small MS4 General Permit submitted September 28, 2018
- Authorization to discharge stormwater received April 5, 2019, expired June 30, 2022
- Administratively continued
- Stormwater Management Plan (SWMP) finalized July 1, 2019, updated annually



MASHPEE STORMWATER PROGRAM (SWMP)

- Documents how Permittee will reduce the discharge of pollutants from the MS4 to the Maximum Extent Practicable:
 - Minimum Control Measures (MCMs):
 1. Public Education and Outreach
 2. Public Involvement and Participation
 3. Illicit Discharge Detection and Elimination (IDDE) Program
 4. Construction Site Stormwater Runoff Control
 5. Stormwater Management in New Development and Redevelopment
 6. Good Housekeeping and Pollution Prevention



<https://www.mashpee.gov/public-works/stormwater-management-program>

Overall Compliance

- NOI submitted to EPA in 2018
- SWMP developed in 2019 and updated annually
- Annual reports submitted to EPA every September

MCM 1 Public Education MCM 2 Public Involvement

- Annual messaging
- Comprehensive stormwater webpage
- Annual meeting to solicit input on SWMP

MCM 3 IDDE

- Written IDDE Plan developed in 2019
- Drainage system mapping is robust
- Dry weather outfall investigations 100% complete
- Annual employee training

MCM 4 Construction MCM 5 Post-Construction

- Existing Stormwater Management Regulations (through Zoning Bylaw) updated for consistency with new Permit requirements; adopted October 2020

MCM 6 Municipal Good Housekeeping

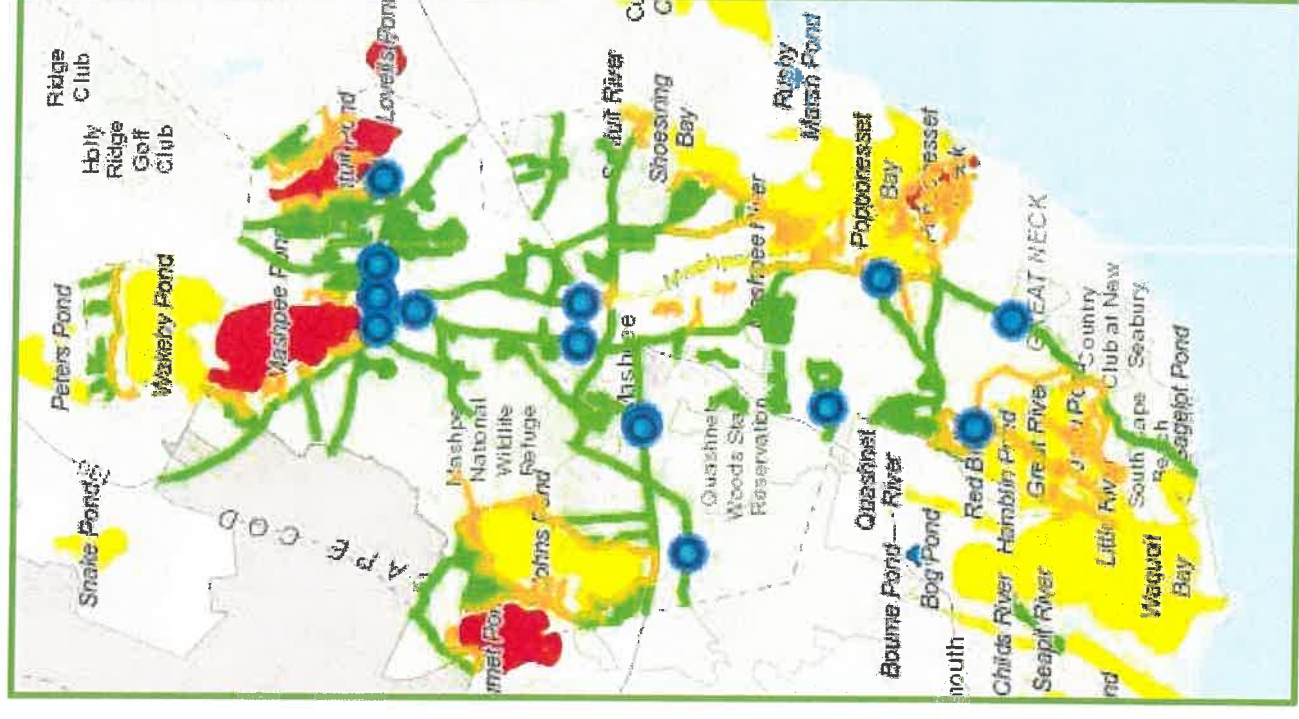
- Town-wide Stormwater O&M Plan developed
- DPW facility SWPPP; quarterly inspections
- Catch basin cleaning and street sweeping programs

Water Quality

- Total Maximum Daily Load (TMDL) and Impaired Water Body Requirements supplemental BMPs
- Phosphorous Source ID Report and BMP Retrofit Report

MASHPEE SWMP

- **Total Maximum Daily Load (TMDL) and Impaired Water Body Requirements supplemental BMPs**
 - Annual timed messages on nutrient pollution related topics
 - Stormwater Management BMPs optimized for nitrogen and phosphorous removal
 - Good Housekeeping SOPs for Town properties
 - Street Sweeping twice per year



ACTIVITIES COMPLETED PY5

- **Annual Requirements**

- Messaging to Residents, Businesses, Developers
- Public Participation – input on SWMP
- Eliminate Illicit Discharges & Notify Responsible Parties
- Update Outfall Inventory & Priority Rankings
- Update System Map
- Clean Catch Basins, Sweep Streets, Inspect Structures (BMPs)

- **Impaired Waters/TMDL Requirements**

- Seasonal Messaging to Residents, Businesses, Developers
- Phosphorous Source ID Report

- **Good Housekeeping Requirements MCM 6**

- SWPPP Inspections
- Employee Training in SWPPP, SPCC and IDDE



ACTIVITIES COMPLETED PY5

- **BMP Retrofit Inventory Report**
 - Phosphorus Source ID Requirements
 - Pollutant Load Optimization for New & Redevelopment
 - Ashmet & Santuit Pond Impairment Requirements

5 SITES SELECTED FOR CONCEPTUAL RETROFIT DESIGN

EXAMPLES:



Attaquin Park Deep
Sump Catch Basin



Quashnet Elementary
Bioretention Basin



Town Archive
Sediment Forebays



ACTIVITIES COMPLETED/STARTED PY5

- **Stormwater Asset Management Program**

- Level of Service Workshop - ID goals and metrics
- Update Asset Inventory in GIS
 - New developments
 - Accepted private road
- Field Asset Condition Assessment
 - Inspect all Culverts
 - Inspect all Town-owned BMPs
- Criticality Analysis (ongoing)
 - Prioritize culverts by risk
 - Life cycle costs (capital and O&M)
- AM Plan Report (ongoing)
 - Long-term CIP, O&M plan, Recommendations, Updated Mapping
- Complete BMP Retrofit Inventory
 - Field visits to Top 10 ranked parcels



ACTIVITIES PLANNED FOR PY 6

- **Annual MS4 General Permit Reporting**
- **Complete AM Program**
- **BMP Nutrient Removal Tracking**
 - Town owned BMPs tracked for NO3 and PO4 removal
 - BMP retrofit implementation plan and schedule
- **Annual DPW Staff Training**





QUESTIONS AND DISCUSSION

[HTTPS://WWW.MASHPEEMA.GOV/PUBLIC-
WORKS/STORMWATER-MANAGEMENT-PROGRAM](https://www.mashpeema.gov/public-works/stormwater-management-program)





*350 Meetinghouse Road
Mashpee, Massachusetts 02649
Telephone - (508) 539-1420
www.mashpeema.gov*

MEMORANDUM

January 16, 2024

TO: Select Board
Rodney Collins, Town Manager

FROM: Catherine Laurent, Director *CL*

Cc: Acting Police Chief/Captain Thomas Rose

RE: Recommendation for Rescinding of Regulatory Speed Limit on Quinaquisset Avenue

A regulatory speed limit was established for Quinaquisset Avenue in 1972. The speed is 45 mph for the majority of the road. The characteristics/development on Quinaquisset Avenue has changed significantly in 50 years. This speed is no longer appropriate or safe for the road.

Per MassDOT, the Town can submit a request to rescind the speed limit. If rescinded, the speed would default to the statutory speed limit of 30 mph (thickly settled).

I therefore recommend that the Select Board vote to approve the removal of the speed limit established for Quinaquisset Avenue by Special Speed Regulation No. 309-A adopted on January 14, 1972 (attached). The Police Department is in agreement with this recommendation.

TOWN OF MASHPEE
SPECIAL SPEED REGULATION NO. 309-A

January 14, 1972

Mr. Sullivan

Highway Location: MASHPEE
Authority in Control: TOWN OF MASHPEE
Name of Highways: Quinaquisset Avenue
Route 130
Red Brook Road
Great Neck Road

In accordance with the provisions of Chapter 90, Section 18, of the General Laws (Ter. Ed.) as amended, the following Special Speed Regulation is

hereby Adopted
by the Board of Selectmen
of the Town of Mashpee

Special Speed Regulation number 309 dated December 22, 1965 is hereby amended by striking out the regulation in its entirety and inserting in place thereof the following revisions and addenda.

The following designated speed limits are established at which motor vehicles may be operated in the areas described

Quinaquisset Avenue - EASTBOUND

Beginning at Route 28,
thence easterly on Quinaquisset Avenue
0.22 miles at 30 miles per hour
1.19 " " 45 " " "
0.26 " " 30 " " " ending at the Mashpee-
Barnstable line; the total distance being 1.67 miles.

Quinaquisset Avenue - WESTBOUND

Beginning at the Barnstable-Mashpee line,
thence westerly on Quinaquisset Avenue
0.26 miles at 30 miles per hour
1.19 " " 45 " " "
0.22 " " 30 " " " ending at Route 28;
the total distance being 1.67 miles

Route 130-NORTHBOUND

Beginning at the Barnstable-Mashpee line,
thence northerly on Route 130

1.44 miles at 40 miles per hour

0.41 " " 35 " " "

0.23 " " 40 " " "

0.75 " " 45 " " "

0.33 " " 40 " " "

0.92 " " 45 " " "

ending at the Mashpee-Sandwich line; the total distance being 4.08 miles.

Route 130 - SOUTHBOUND

Beginning at the Sandwich-Mashpee line,
thence southerly on Route 130

0.92 miles at 45 miles per hour ✓

0.33 " " 40 " " " ✓

0.75 " " 45 " " " ✓

0.23 " " 40 " " " ✓

0.41 " " 35 " " " ✓

1.44 " " 40 " " "

ending at the Mashpee-Barnstable line; the total distance being 4.08 miles.

Red Brook Road - Eastbound

Beginning at the Falmouth-Mashpee line,
thence easterly on Red Brook Road

0.26 miles at 30 miles per hour

1.04 " " 40 " " "

0.11 " " 30 " " "

ending at Great Neck Road; the total distance being 1.41 miles.

Red Brook Road - WESTBOUND

Beginning at Great Neck Road,
thence westerly on Red Brook Road

0.11 miles at 30 miles per hour

1.04 " " 40 " " "

0.26 " " 30 " " "

ending at the Mashpee - Falmouth line; the total distance being 1.41 miles.

Great Neck Road - NORTHBOUND

Beginning at Red Brook Road,
thence northerly on Great Neck Road

2.55 miles at 45 miles per hour

0.10 " " 20 " " "

ending at the beginning of State Highway; South of Route 28.

And beginning again at the end of State Highway, north of Route 28 thence northerly

0.98 miles at 50 miles per hour

0.51 " " 45 " " "

0.37 " " 40 " " "

0.24 " " 30 " " "

0.37 at 40
1.12 at 45

ending at Route 130;
the total distance being 4.75 miles.

Great Neck Road - SOUTHBOUND

Beginning at a point 590 feet south of Route 130, thence southerly on Great Neck Road

0.13 miles at 30 miles per hour ✓

0.37 " " 40 " " "

0.51 " " 45 " " "

0.85 " " 50 " " "

0.13 " " 20 " " "

ending at the beginning of
State Highway north of Route 28;

And beginning again at the end of State Highway, south of Route 28 thence southerly

2.56 miles at 45 miles per hour

0.09 " " 25 " " "

ending at Red Brook Road;
the total distance being 4.64 miles.

Operation of a motor vehicle at a rate of speed in excess of these limits shall be prima facie evidence that such speed is greater than is reasonable and proper.

The provisions of this regulation shall not, however, abrogate in any sense Chapter 90, Section 14, of the General Lawz (Ter. Ed.).

Date of Passage

Frank E. Hicks

George H. Conway

Richard O. Connell

Board of Selectmen

Attest

Service Grant
Town Clerk

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS

SPECIAL SPEED REGULATION NO. 309-A

The Department of Public Works and the Registrar of Motor Vehicles, acting jointly, do hereby certify that this regulation is consistent with public interests.

Standard signs must be erected at the beginning of each zone.

Date: January 14, 1972

By:

Bruce Campbell
BRUCE CAMPBELL
COMMISSIONER

for Highway Engineering

David J. Leary
Registrar of Motor Vehicles

Agenda Item for January 22, 2024 Mashpee Select Board meeting.

Update on WNMP Phase 1 Construction Schedule

On October 3, 2022, construction began on the three Phase 1 contracts. Robert B. Our Company (RBO) began construction of the two collection system projects. Waterline Industries (WIC) began construction of the Water Resource Reclamation Facility (WRRF) project. Construction of all three projects was scheduled to be completed by December of this year.

The WRRF project has encountered a delay due to the anticipated delivery of electrical equipment, particularly the Motor Control Centers (MCC). This delay is due to supply chain issues only. This issue results in an eight-month delay in starting up of the WRRF, and a seven-month delay in finalizing the WRRF project.

The WRRF project includes a 90-day start-up and performance period. During this time properties would be tied into the collection system and, as flow increased, the biological process would be started. Following this is a 30-day performance testing period. The schedule has been impacted as follows:

- **Original Scheduled Startup and Performance Period**
 - o 90-day startup period – June 2024 through August 2024
 - o 30-day performance test – September 2024
 - o Punch list and closeout – October 2024 through December 2024
- **Currently Scheduled Startup and Performance Period**
 - o 90-day startup period – mid-January through mid-April 2025
 - o 30-day performance test – mid-April through mid-June 2025
 - o Punch list and closeout – June through July 2025.

LICENSE AGREEMENT
380 Asher's Path-UG#10341/010-020
WO#12451684 -Riser pole#283/1.5

This LICENSE AGREEMENT (hereinafter "License") is executed this _____ day of _____, 2024 by and between THE TOWN OF MASHPEE acting by and through its Select Board, a Massachusetts municipal corporation, having its principal place of business at 16 Great Neck Road, Mashpee, Massachusetts (hereinafter referred to as the "TOWN"), and NSTAR ELECTRIC COMPANY d/b/a Eversource Energy, a Massachusetts corporation having a principal place of business at 800 Boylston Street, Boston, Massachusetts 02110 ("LICENSEE").

The TOWN is owner of record of land situated at 380 Asher's Path, Mashpee, Massachusetts, by virtue of Deeds recorded at the Barnstable County Registry of Deeds in Book 1047, page 37, hereinafter referred to as the "License Premises."

The premises are more particularly shown as LOT 3 on a plan of land recorded at the Barnstable County Registry of Deeds in Plan Book 161, Page 39 and Plan Book 172, Page 87, also shown Barnstable Assessors Map 61

This license is for electric service facilities located at 380 Asher's Path, Mashpee, Massachusetts.

The TOWN hereby grants a right of entry and license to use the License Premises to LICENSEE, subject to the following terms and conditions:

I. USE, PURPOSE, TERM

The TOWN hereby grants LICENSEE a license to locate, relocate, erect, construct, install, operate, maintain, patrol, inspect, repair, replace, alter, change the location of, extend or remove poles, wires, conduit, transformers, manholes and handholes, together with service conductors and other necessary equipment and apparatus ("equipment"), along, upon, under, across and over that certain parcels of land for the transmission and/or distribution of electricity for light, heat, power, the distribution of intelligence by electricity, or other purpose, together with any and all necessary and proper equipment and fixtures (collectively, the "Facilities") necessary for the purposes specified above, as the LICENSEE may from time to time determine, along, upon, under, across and over the License Premises, as illustrated in the attached "Exhibit A". The type of equipment needed is to be determined by the LICENSEE. All improvements constructed on the License Premises pursuant to this License shall be in accordance with the Plan, as agreed upon by the TOWN and the LICENSEE.

Entry and use are specifically, but not exclusively, granted to the LICENSEE, its contractors, agents, representatives, employees, invitees and permittees, solely for the above-stated purposes and for all purposes and uses incidental to the purposes stated herein, within, along, under and across the License Premises. All improvements installed on the License Premises by the LICENSEE shall be and remain the LICENSEE's property.

Such entry and use by the LICENSEE, its contractors, agents, representatives, employees, invitees, permittees, and licensees, shall be exercised from the date of the execution of this License and shall continue until the TOWN and the LICENSEE have executed an Easement Agreement to allow for the continuation of the use authorized herein, unless sooner terminated in accordance with the provisions of Section VII below. Such entry and use shall be further limited by the provisions of Section VI. The LICENSEE expressly agrees to restore the Premises disturbed by the construction permitted under this License to its original condition, as nearly as possible, following completion of such construction activity. The LICENSEE further expressly agrees to restore the Premises to its original condition, as nearly as possible, upon the termination of the rights granted hereunder.

II. CONSIDERATION

The consideration for this License shall be a fee of \$1.00, the payment of all costs and expenses associated with the exercise of the rights granted hereunder, together with the observation and performance by the LICENSEE of all the obligations and covenants set forth herein.

III. INSURANCE

LICENSEE shall maintain, during the full term of this License and at its sole cost and expense, comprehensive public liability insurance, including coverage for bodily injury, wrongful death and property damage, in amounts acceptable to the TOWN and sufficient to satisfy the obligations of LICENSEE under the terms of this License to indemnify, defend and hold harmless the TOWN.

LICENSEE shall provide the TOWN with a certificate of insurance showing compliance with the foregoing provisions and indicating that the TOWN is an additional insured. Failure to obtain and keep in force the required insurance, as evidenced by a certificate of insurance, shall automatically terminate this License and any rights granted herein. LICENSEE is permitted to satisfy the foregoing obligations through a program of self-insurance, and shall provide a description thereof to the TOWN.

IV. INDEMNIFICATION

LICENSEE agrees, for itself and its successors and assigns, to indemnify, defend and hold harmless the Town, its agents, employees, successors or assigns, from and against any and all claims, demands, suits, actions, costs, and judgments whatsoever, including reasonable attorneys' fees, which may be imposed upon, incurred by, or asserted against the TOWN, its agents, employees, successors or assigns, by reason of, or in consequence of: 1) LICENSEE's work at the License Premises and exercise of rights under this License; 2) issuance or revocation of this License; 3) any failure on the part of LICENSEE to comply with any provision or term required to be performed or complied with by LICENSEE under this License. The obligations of this Section shall survive the expiration or termination of this License.

V. RISK OF LOSS

LICENSEE acknowledges and agrees that it accepts the License Premises in "AS IS" condition for the purpose of this License, and that the TOWN has made no representation or warranty regarding the fitness of the License Premises. LICENSEE agrees that it shall use and occupy the License Premises at its own risk, and the TOWN shall not be liable to LICENSEE for any injury or death to persons entering the License Premises pursuant to the License, or loss or damage to vehicles, equipment or other personal property of any nature whatsoever of LICENSEE, or of anyone claiming by or through LICENSEE, that are brought upon the License Premises pursuant to the License. The provisions of this Section shall survive the expiration or termination of this License.

VI. CONDUCT

During the exercise of the rights hereby granted, the LICENSEE shall at all times conduct itself so as not to unreasonably interfere with the operations of the TOWN, and observe and obey applicable federal, state and local laws, statutes, ordinances, regulations and permitting or licensing requirements.

VII. TERMINATION and REVOCATION

This License may be revoked by the TOWN or terminated by LICENSEE, without liability or recourse to the other therefore, at any time and for any reason upon written notice given at least ninety (90) days prior to the termination date stated within said notice.

In the event that this License is terminated or revoked, LICENSEE shall, at its own expense, remove all its Facilities installed or constructed on the License Premises and restore the License Premises to its original condition as at the commencement of this License, as nearly as possible. This obligation shall survive the termination of this License.

VIII. RIGHTS OF THE TOWN TO ENTER

The TOWN reserves the right and the LICENSEE shall permit the TOWN to enter upon and use the License Premises at any time and for all purposes at the TOWN's sole discretion, provided that the TOWN does not unreasonably interfere with LICENSEE's use of the License Premises.

IX. MODIFICATIONS and AMENDMENTS

Modifications or amendments to this License shall be in writing and duly executed by both parties hereto to be effective.

X. NOTICE

For purposes of this License, the parties shall be deemed duly notified in accordance with the terms and provisions hereof, if written notices are mailed to the following addresses:

Town: Select Board
 Town of Mashpee
 Mashpee Town Hall
 16 Great Neck Road
 Mashpee, MA

Licensee: NSTAR Electric Company d/b/a Eversource Energy
 800 Boylston Street, 17th Floor
 Boston, MA 02110
 Attn: Legal Department

These addresses are subject to change, and the parties hereto agree to inform each other of such changes as soon as practicable.

XI. NO ESTATE CREATED

This License shall not be construed as creating or vesting in the LICENSEE any estate in the License Premises, but only the limited right of possession as hereinabove stated.

XII. EXHIBITS and ATTACHMENTS

Any and all exhibits and attachments referenced herein or attached hereto, are duly incorporated within this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as a sealed instrument and signed in duplicate by their duly authorized representatives, on the date first indicated above.

TOWN OF MASHPEE

By Its Select Board

John J. Cotton, Chair

Date: _____

Thomas F. O'Hara, Vice Chair

Carol A. Sherman, Clerk

David W. Weeden

Michaela Wyman-Colombo

NSTAR ELECTRIC COMPANY (D/BA EVERSOURCE ENERGY)

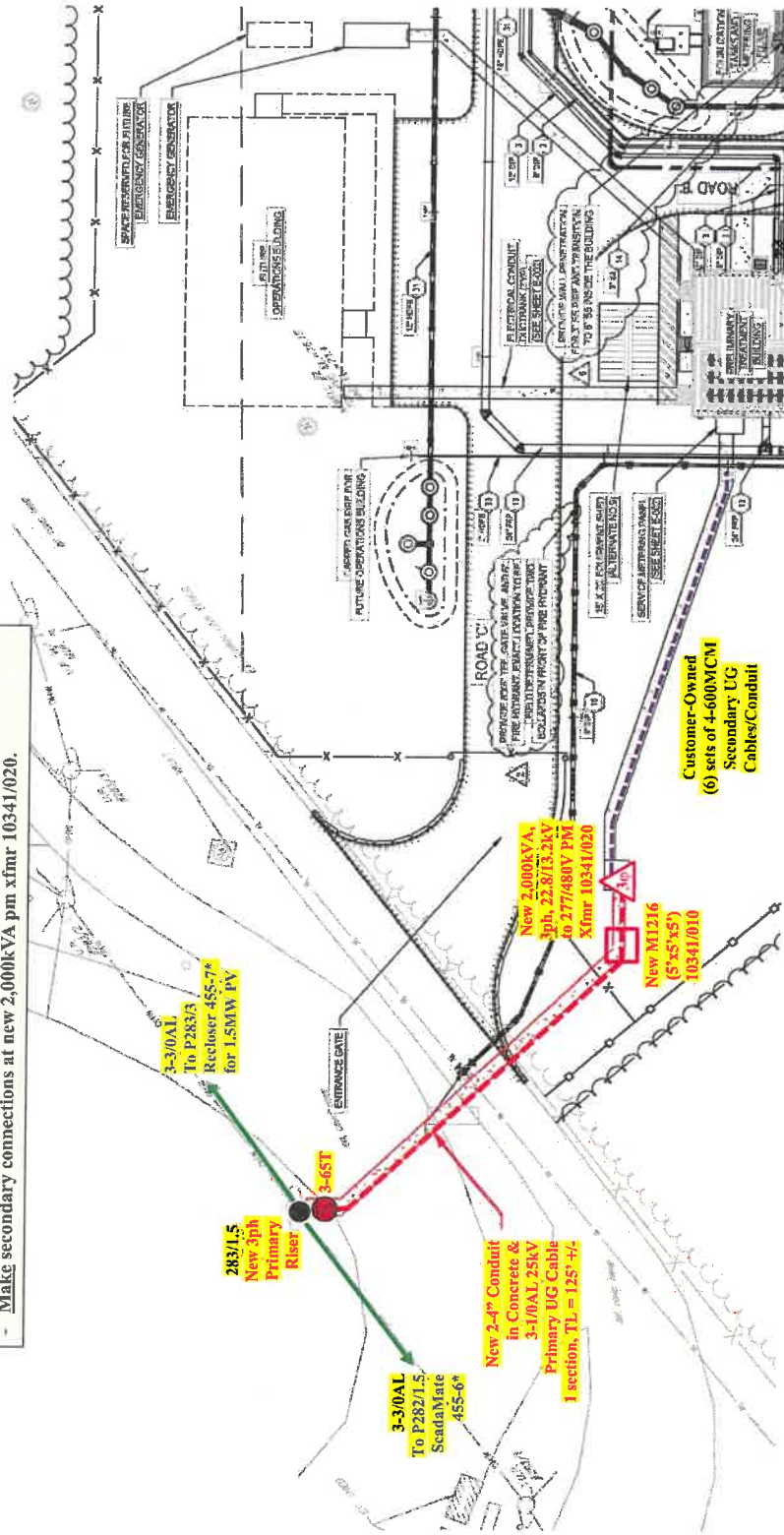
Feuersanger, Theresa M

Date _____



E X H I B I T A

- Eversource to:**
- Cut & relocate the existing (3) solid cutouts from P283/2 to P283/3.
 - Cut & relocate the existing 50kVA, 1ph(A), 22.8/13.2kV to 120/240V OH xfmr on P283/1.5 to P283/2.
 - Install (3) 65T fused cutouts on P283/1.5.
 - Make 3ph primary riser connections on P283/1.5.
 - Install (1) new set of 3-1/0AL 25kV primary UG cables from P283/1.5 to large 3ph concrete xfmr pad at 10341/020 via M1216 pull box 10341/010. To be 1 section, TL = 125' +/-.
 - Install a 2,000kVA, 3ph, 22.8/13.2kV to 277/480V pm xfmr at 10341/020.
 - Make secondary connections at new 2,000kVA pm xfmr 10341/020.



- Customer to:**
- Install new 2-4" conduit encased in concrete from existing P283/1.5 to new large 3ph concrete xfmr pad 10341/020 via (1) new M1216 pull box 10341/010, as shown. To be 1 section, TL = 125' +/-.
 - (Please refer to Eversource Standard M3801 for xfmr foundation specifications - Pad #2)
 - Install all secondary UG conduit & cables from new 2,000kVA pm xfmr 10341/020 to new service location.

Paper Size: 11" x 17"

Sketch is not to scale.



TOWN OF MASHPEE

16 Great Neck Road North
Mashpee, Massachusetts 02649

MEMORANDUM

To: Town Manager Rodney C. Collins
Chair John Cotton and the Honorable Members of the Select Board

From: Human Resources Director Kimberly Landry *KAL*

Date: January 10, 2024

Subject: Select Board Meeting Agenda Item January 22, 2024

I would like to have Benefits Administrator, Robin Callaghan, appointed as the Alternate Board Member for the Cape Cod Municipal Health Group and remove Assistant HR Director/Payroll Administrator, Tracy Scalia, from the role.

In order to make that change, the Cape Cod Municipal Health Group needs a letter from the appropriate governing authority, the Mashpee Select Board, naming the alternate voting member. Town Manager Rodney Collins is currently designated as the primary member.

If the Select Board votes to appoint Robin as an alternate member, a letter from the Select Board Chair needs to be sent to the Cape Cod Municipal Health Group.

Please let me know if you need any additional information in order to add this to the January 22nd Select Board agenda.

Thank you.

"Serving with pride and integrity"



Scott W. Carline
Chief of Police

MASHPEE POLICE DEPARTMENT
19 Frank Hicks Drive
Mashpee, Massachusetts 02649

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

MEMORANDUM

RECEIVED

JAN 02 2024

Human Resources Department

To: Human Resources Director, Kimberly Landry
From: Captain Thomas Rose
Re: Entry Level Police Officer Eligibility Process (Certification)
Date: January 2, 2024

An entry level police officer hiring process was initiated and posted on August 1st 2023 for an entry level police officer position to fill a vacant position within the Mashpee Police Department. Candidates applying for the position of police officer were required to submit a town application to the Town of Mashpee Human Resources Department. The closing date for the entry level police officer position was closed on September 1st 2023. The entry level police officer process for police officers consisted of the following:

1. Written examination
2. Physical Agility Test
3. Law Enforcement Oral Board Examination
4. Appointing Authority Interview with the Chief of Police

On September 23, 2023 a written examination was conducted at the Mashpee Senior Center. Mashpee Human Resources Department proctored and administered the written portion of the exam. A physical agility test (PAT) was conducted at the Mashpee Police Department and at the Mashpee Senior/Junior High School immediately after the written exam for those candidates who passed the written portion of the process.

The PAT was administered by members of the Mashpee Police Department with the assistance of the Town of Mashpee Human Resources Department. The PAT was in accordance with the National Cooper Standards. Those candidates who passed the PAT were invited to an oral board examination.

On October 5, 2023, oral board interviews were conducted at Mashpee Town Hall in the Waquoit/Ockway meeting room. The oral board members consisted of Lieutenant Ryan Nardone (chair), Sergeant Bryan Burke, Officer William Cuzzo and Human Resources Director, Kim Landry.

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

Once the entire process was completed the candidates were evaluated and candidate Hugh Ahearn was the only candidate that was recommended.

On October 12th 2023 Hugh Ahearn, on behalf of the Acting Chief of Police, was extended a conditional offer of employment for the position of Police Officer for the Town of Mashpee. Mr. Ahearn accepted the position. Mr. Ahearn has successfully completed the background and medical portion of the hiring process.

I affirm that all phases of the entry level selection process have been completed consistent with all policies and procedures established by the Town of Mashpee and its police department, and that the process has been monitored and reviewed by the Human Resources Department.

I respectfully request certification of the selection process with the appointment of Hugh Ahearn to the position of police officer.

TOWN OF MASHPEE POSITION APPOINTMENT/REAPPOINTMENT REQUEST

Effective: September 1, 2016

JOB TITLE: Police Officer DEPARTMENT: Police

EMPLOYEE: Hugh Ahearn UNION/UNIT: Mass COP Local 324

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

LABOR GRADE: N/A STEP: 1 RATE OF PAY: \$33.5966 Per Hour
Per Week \$65,399.81 Per Year/Base

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

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

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

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

Kimi Pandey 1-5-24
Human Resources Director Signature Date

I request this appointment/promotion to be effective on: February 12, 2024
M. B. D. 1-5-24
Appointing Authority Signature Date

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

Town Manager Signature Date

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

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

**Town of Mashpee
Select Board**

Policy No: 082

Flag Policy

I. POLICY

This Policy is intended to address flags allowed to be flown on Town of Mashpee flag poles. This policy establishes criteria for Select Board determinations on the use of property and flag poles owned/controlled by the Town of Mashpee, including specific flags outlined in Article III. (Procedures) It is the Policy of the Town of Mashpee that flags exhibited from Town-owned property and flag poles shall be displayed in conformance with applicable federal, state and local policies, as stated in the Federal "Our Flag" publication of the Congress, House Document No. 96-144 and Massachusetts statutes and regulations for flags, including without limitation General Law Chapter 2, Section 6A and General Law Chapter 264, 5,950 CMR 34.00, and this Policy.

II. PURPOSE

The Select Board's determination of which flags to raise on Town-owned property is intended to be, and is hereby declared to be, governmental speech communicating a sentiment of the Town to the public. The Town does not intend, nor has it intended, flag poles located on Town property to be a public forum. Accordingly, the Select Board's decision to raise, or to decline to raise, any flag on Town-owned property and the adoption of this Policy shall not be construed to designate any Town-owned property or flag pole as a public forum for the purpose of displaying flags.

III. PROCEDURES

The Select Board authorizes the following flags to be flown on Town-owned flagpoles as an expression of the Town's government speech:

1. The official flag of the United States of America.
2. The official flag of the Commonwealth of Massachusetts.
3. The official flag of the Town of Mashpee.
4. The official flag of the Mashpee Wampanoag Tribe.
5. The official MIA-POW flag may be flown, with prior approval of the Select Board and/or Town Manager, on the Town-owned flagpole at Veterans Park.

No other flags shall be allowed to be flown on Town-owned flag poles as those flag poles and this Policy are not intended to establish or serve to create a forum for private expression.

Flags may be ordered removed on a temporary basis by the Town Manager or designee due to weather conditions (high winds), repairs or other legitimate purposes.

IV. STANDARDS

A. FEDERAL, STATE, AND LOCAL FLAGS

1. Outdoor flags may be flown on Town-owned property, provided that such flags are flown in the following order of precedence: first, the United States flag; second, the Commonwealth of Massachusetts flag; third, the Town flag; and fourth, the POW/MIA flag. Flag poles that can accommodate the Mashpee Wampanoag flag shall be flown.
2. Weather permitting, flags flown outdoors by the Town may be displayed daily between sunrise and sunset; provided, however, that all-weather flags may be flown on a 24-hour basis if illuminated at night.

B. FLAGS AT HALF-STAFF

Flags on Town-owned flagpoles shall be flown at half-staff for the following reasons:

1. On designated dates pursuant to established protocol by proper authority. (Example: Memorial Day)
2. By order of the President of the United States.
3. By order of the Governor of the Commonwealth of Massachusetts.
4. As authorized, by special order of the Select Board or in the absence of a Select Board meeting, by special order of the Town Manager, after consultation with the Select Board Chair.

V. PRE-EXISTING POLICIES

This policy shall take effect upon its adoption and shall supersede and replaced any pre-existing policy, whether in writing or otherwise, relating to the subject matter hereof.

*Adopted by the
Mashpee Select Board
January 22, 2024*



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: January 16, 2024

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

Description

Discussion of the following recommendation for appointment:

*Council on Aging: Elizabeth Kugell (Term expires June 30, 2026)

Attached are the preliminary evaluation forms as well as a letter of interest from the candidate.

Thank you.

Council on Aging Vacancy

David Egel <degel@peema.gov>

Wed 12/13/2023 11:35 AM

To: Stephanie Coleman <SColeman@mashpeema.gov>; Heidi L. McLaughlin <hmclaughlin@mashpeema.gov>

📎 1 attachments (1 MB)

Scan_0064.pdf;

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.

Stephanie: At our meeting this morning, The Council voted 6-0 to recommend to the Select Board the appointment of Elizabeth Kugell to the Council on Aging.

The preliminary Evaluation forms are attached.

David

From: ELIZABETH KUGELL <

Sent: Monday, December 4, 2023 8:11 PM

To: Terrie Cook <tmcook@mashpeeema.gov>

Subject: council on aging

You don't often get email from ekugell@gmail.com. [Learn why this is important](#)

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.

Good Evening

My name is Elizabeth Kugell. I have 22 years of experience working with the elderly. I live in Mashpee. I am interested in the council of aging board member.

Elizabeth Kugell,ADC

The Tremont Rehabilitation and

Care Center

Activities Director

PRELIMINARY EVALUATION FORM

Candidate: Elizabeth Kugell

Board/Committee/Commission/Council: COA

Interview Date: 12/13 Evaluator: David Egolf

Did the candidate appear available for scheduled meetings? YES [☒] NO [☐]

Did the candidate appear knowledgeable on role/responsibilities? YES [☒] NO [☐]

Did the candidate appear competent and qualified to serve? YES [☒] NO [☐]

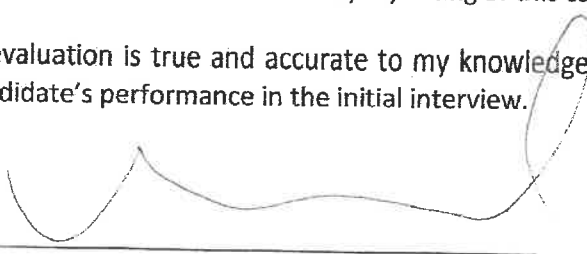
Comments/Observations:

Currently working full time but says she
will be able to adjust her work
schedule.

Brings a lot to the table

On 1-5 scale (5 the strongest and 1 the weakest) my rating of this candidate is: 4

I attest that this evaluation is true and accurate to my knowledge and belief after impartially evaluating the candidate's performance in the initial interview.


Signature

PRELIMINARY EVALUATION FORM

Candidate: Elizabeth Kugell

Board/Committee/Commission/Council: COA

Interview Date: 12/13 Evaluator: Christine Perreault

Did the candidate appear available for scheduled meetings? YES [☒] NO [☐]

Did the candidate appear knowledgeable on role/responsibilities? YES [☒] NO [☐]

Did the candidate appear competent and qualified to serve? YES [☒] NO [☐]

Comments/Observations:

positive energy
Confident in her abilities
people person
well spoken
love for Srs.

On 1-5 scale (5 the strongest and 1 the weakest) my rating of this candidate is: 5

I attest that this evaluation is true and accurate to my knowledge and belief after impartially evaluating the candidate's performance in the initial interview.

Christine Perreault
Signature

PRELIMINARY EVALUATION FORM

Candidate: Elizabeth Kugell

Board/Committee/Commission/Council: COA

Interview Date: 12/15 Evaluator: Colleen Meekins

Did the candidate appear available for scheduled meetings? YES [☒] NO [☐]

Did the candidate appear knowledgeable on role/responsibilities? YES [☒] NO [☐]

Did the candidate appear competent and qualified to serve? YES [☒] NO [☐]

Comments/Observations:

Wonderful candidate.

On 1-5 scale (5 the strongest and 1 the weakest) my rating of this candidate is: 5

I attest that this evaluation is true and accurate to my knowledge and belief after impartially evaluating the candidate's performance in the initial interview.

Colleen A. Meekins

Signature

12/13/23

PRELIMINARY EVALUATION FORM

Candidate: Elizabeth Kugell

Board/Committee/Commission/Council: COA

Interview Date: 12/13 Evaluator: Sherry Norman

Did the candidate appear available for scheduled meetings? YES [☒] NO [☐]

Did the candidate appear knowledgeable on role/responsibilities? YES [☒] NO [☐]

Did the candidate appear competent and qualified to serve? YES [☒] NO [☐]

Comments/Observations:

Currently working as an enrichment coordinator ~~as a~~ in Wareham - full time but no issues attending meetings. Seems enthusiastic about volunteering. She would possibly increase diversity of Brazilian residents. attending COA

On 1-5 scale (5 the strongest and 1 the weakest) my rating of this candidate is: 4

I attest that this evaluation is true and accurate to my knowledge and belief after impartially evaluating the candidate's performance in the initial interview.

Sherry Norman
Signature

PRELIMINARY EVALUATION FORM

Candidate: Elizabeth Kugell

Board/Committee/Commission/Council: COA

Interview Date: 12/13 Evaluator: Rachel Hodgman

Did the candidate appear available for scheduled meetings? YES [☒] NO [☐]

Did the candidate appear knowledgeable on role/responsibilities? YES [☒] NO [☐]

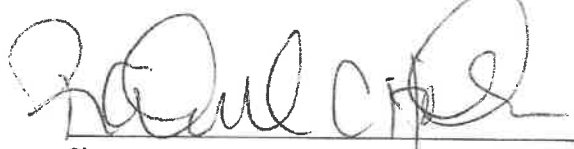
Did the candidate appear competent and qualified to serve? YES [☒] NO [☐]

Comments/Observations:

- Fabulous energy
- works in elder field
- available to meet obligations and requirements of position
- hungry and wants to do all she can to serve population

On 1-5 scale (5 the strongest and 1 the weakest) my rating of this candidate is: 5

I attest that this evaluation is true and accurate to my knowledge and belief after impartially evaluating the candidate's performance in the initial interview.



Signature

12.13.23

PRELIMINARY EVALUATION FORM

Candidate: Elizabeth Kugell

Board/Committee/Commission/Council: COA

Interview Date: 12/13 Evaluator: Judith Scofield

Did the candidate appear available for scheduled meetings? YES [☒] NO [☐]

Did the candidate appear knowledgeable on role/responsibilities? YES [☒] NO [☐]

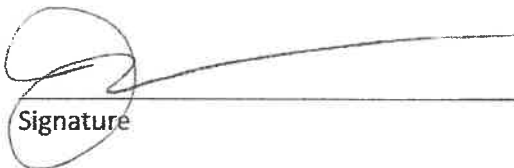
Did the candidate appear competent and qualified to serve? YES [☒] NO [☐]

Comments/Observations:

Great Candidate

On 1-5 scale (5 the strongest and 1 the weakest) my rating of this candidate is: 5

I attest that this evaluation is true and accurate to my knowledge and belief after impartially evaluating the candidate's performance in the initial interview.


Signature



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: January 16, 2024

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

Description

The Community Preservation Act Committee currently has two vacant positions for Members At-Large, expiring June 30, 2024. On December 14, 2023 the Committee interviewed and voted to recommend the following three candidates for appointment:

- *Judith MacDougall
- *Edward Schmuhl
- *Karen Yetra

Attached is the memo from the Chair of the Committee, preliminary evaluation forms and respective letter of interest/resume for each candidate.

Thank you.



Community Preservation Committee

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

December 19, 2023

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

Dear Chair Cotton,

The Community Preservation Committee met on December 14, 2023 to interview 3 candidates for the 2 vacant at large seats on the CPC. The Committee voted 6-1 to recommend all 3 candidates to the Select Board for consideration.

Attached are the copies of the Preliminary Evaluation Form for each of the candidates from each of the Community Preservation Committee members.

<u>Candidate</u>	<u>Total Score</u>
Judith MacDougall	30
Edward Schmuhl	34
Karen Yetra	32

We look forward to swift action from the Select Board to fill these two Community Preservation Committee seats.

Sincerely,

Arden Russell
Chair, Community Preservation Committee

From: Judy MacDougall <

Sent: Wednesday, October 18, 2023 2:37 PM

To: Terrie Cook <tmcook@mashpeema.gov>

Subject: Letter of Interest & Resume Community Preservation Committee 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.

about:blank

1/2

10/18/23, 3:32 PM

Re: Letter of Interest & Resume Community Preservation Committee Vacancy - Terrie Cook - Outlook

Town of Mashpee
Community Preservation Committee Chair
Mashpee Town Hall
16 Great Neck Road North
Mashpee, MA 02649
VIA EMAIL ONLY: bos@mashpeema.gov

Ms. Russell:

I am writing to express my interest in filling the current vacancy on the Community Preservation Committee.

As Executive Assistant to the Superintendent of the second-largest school district in Massachusetts, I provide administrative support in the areas of proposal development, departmental budget oversight, the fiscal management of projects, the coordination of all events, scheduling and travel. My position requires full knowledge of state and federal laws on procurement, municipal finance, public records, open meeting, and student privacy and protection to name a few. I believe my skill set may be useful to the committee and am looking for a way to give back to the community.

Although my days are taken up with my full time employment, I am available most evenings and weekends to attend meetings and other committee requirements.

As a twenty-three year resident, I look forward to the opportunity to offer my enthusiasm and perspective to the committee and positively contribute as the committee works to ensure that our beautiful town preserves open space, provides affordable housing options and maintains its history.

I thank you for your time and consideration.

Sincerely,

Judith A. MacDougall

Mashpee, MA 02649

PRELIMINARY EVALUATION FORM

Candidate: Judith MacDougall

Board/Committee/Commission/Council: Community Preservation Committee

Interview Date: 12/14/23 Evaluator: Sandra Godfrey

Did the candidate appear available for scheduled meetings? YES [☒] NO [☐]

Did the candidate appear knowledgeable on role/responsibilities? YES [☒] NO [☐]

Did the candidate appear competent and qualified to serve? YES [☒] NO [☐]

Comments/Observations:

Judith's background in education
and working with budgets is a
good fit for the CPC. She seems very
eager to be involved in serving
Mashpee.

On 1-5 scale (5 the strongest and 1 the weakest) my rating of this candidate is: 5

I attest that this evaluation is true and accurate to my knowledge and belief after impartially evaluating the candidate's performance in the initial interview.

Sandra Godfrey
Signature

PRELIMINARY EVALUATION FORM

Candidate: Judith Mac Dougall

Board/Committee/Commission/Council: Community Preservation Committee

Interview Date: 12-14-23 Evaluator: Michaela W. Colombo

Did the candidate appear available for scheduled meetings? YES [☒] NO [☐]

Did the candidate appear knowledgeable on role/responsibilities? YES [☒] NO [☐]

Did the candidate appear competent and qualified to serve? YES [☒] NO [☐]

Comments/Observations:

resident for 24 years

has time to contribute

connects with mission of CPC

wants to volunteer CPC because of work that it does

has done volunteer work for Bridgewater Raynham

Covenant w/ state law which she believes will be helpful

On 1-5 scale (5 the strongest and 1 the weakest) my rating of this candidate is: 5

I attest that this evaluation is true and accurate to my knowledge and belief after impartially evaluating the candidate's performance in the initial interview.

Michaela W. Colombo
Signature

PRELIMINARY EVALUATION FORM

Candidate: Sudith MacDougal

Board/Committee/Commission/Council: CPC

Interview Date: 12-14-23 Evaluator: _____

Did the candidate appear available for scheduled meetings? YES [☒] NO [☐]

Did the candidate appear knowledgeable on role/responsibilities? YES [☒] NO [☐]

Did the candidate appear competent and qualified to serve? YES [☒] NO [☐]

Comments/Observations:

5 I strongly Recommend MS MacDougal
This she would be an Asset To our
Community

On 1-5 scale (5 the strongest and 1 the weakest) my rating of this candidate is: 5

I attest that this evaluation is true and accurate to my knowledge and belief after impartially evaluating the candidate's performance in the initial interview.

[Signature]
Signature

PRELIMINARY EVALUATION FORM

Candidate: Judy MacDougall

Board/Committee/Commission/Council: CPC

Interview Date: 12/14/23 Evaluator: Lynne Barbee

Did the candidate appear available for scheduled meetings? YES [☒] NO [☐]

Did the candidate appear knowledgeable on role/responsibilities? YES [☒] NO [☐]

Did the candidate appear competent and qualified to serve? YES [☒] NO [☐]

Comments/Observations:

new to volunteer in Mashpee - was
always working in Bridgewater -
not very engaging

On 1-5 scale (5 the strongest and 1 the weakest) my rating of this candidate is: 2

I attest that this evaluation is true and accurate to my knowledge and belief after impartially evaluating the candidate's performance in the initial interview.

Lynne Barbee
Signature

PRELIMINARY EVALUATION FORM

Candidate: JUDITH MACDONALD

Board/Committee/Commission/Council: CPC

Interview Date: 12-14-23 Evaluator: Brian Hyde

Did the candidate appear available for scheduled meetings? YES [☒] NO [☐]

Did the candidate appear knowledgeable on role/responsibilities? YES [☒] NO [☐]

Did the candidate appear competent and qualified to serve? YES [☒] NO [☐]

Comments/Observations:

- Positive Attitude
- 24 years in Mathycce
- Sincere interest in serving CPC
- Professional, strong background w/ state law (MGL)
- understands municipal finance
- Eager to learn

On 1-5 scale (5 the strongest and 1 the weakest) my rating of this candidate is: 5

I attest that this evaluation is true and accurate to my knowledge and belief after impartially evaluating the candidate's performance in the initial interview.

Brian Hyde
Signature

PRELIMINARY EVALUATION FORM

Candidate: JUDITH MACDougall

Board/Committee/Commission/Council: Community Preservation Committee

Interview Date: 12/14/23 Evaluator: Mary Waygan

Did the candidate appear available for scheduled meetings? YES [X] NO []

Did the candidate appear knowledgeable on role/responsibilities? YES [X] NO []

Did the candidate appear competent and qualified to serve? YES [X] NO []

Comments/Observations:

Supports all 4 ^{uses} ~~uses~~ of Community Preservation Funds.

"all are intertwined". Supports keeping CPA surcharge at 2%.

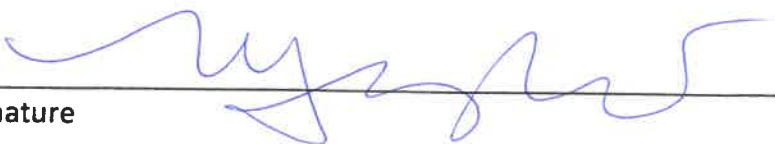
Extensive experience in public schools, and municipal operations.

Experienced in laws/statutes.

On 1-5 scale (5 the strongest and 1 the weakest) my rating of this candidate is: 4

I attest that this evaluation is true and accurate to my knowledge and belief after impartially evaluating the candidate's performance in the initial interview.

Signature



PRELIMINARY EVALUATION FORM

Candidate: Judith Mac Dougall
Board/Committee/Commission/Council: CPC
Interview Date: 12/14/2023 Evaluator: Arden Russell

Did the candidate appear available for scheduled meetings? YES [☒] NO [☐]

Did the candidate appear knowledgeable on role/responsibilities? YES [☒] NO [☐]

Did the candidate appear competent and qualified to serve? YES [☒] NO [☐]

Comments/Observations:

Has experience working on + with committees,
especially municipal. Has thick skin?
Experience working with state law
Confident in her presentation + responses

On 1-5 scale (5 the strongest and 1 the weakest) my rating of this candidate is: 4

I attest that this evaluation is true and accurate to my knowledge and belief after impartially evaluating the candidate's performance in the initial interview.

Arden Russell
Signature

14 November, 2023

Select Board

Mashpee Town Hall

Mashpee, MA

via email: bos@mashpeema.gov

RE: Interest in CPC position

Greetings,

I am writing to seek your consideration as an At-Large member of the Community Preservation Committee. I have lived at my current address in Sandalwood for about 8 years, but I have been around this area of the Cape since the 1970's. I had summer homes in Mashpee (Popponesset Bay area and later Waquoit Bay area) through the 1980's and 1990's, and I lived in Waquoit for around 15 years before moving to Sandalwood. So, I have a long history of presence in and fondness for this special area of the Cape.

I am attaching my resume that is focused on my professional career, which is only one aspect of the interests and experience that I want to highlight for your consideration for a position on the CPC. I have significant experience serving on various town boards and committees, local environmental organizations, church boards and musical groups. In the past when I lived for many decades in Bedford, I was a member of the Bedford (MA) Board of Health and served as Chairman for part of that time, and I was a long-time member of the Concord Band (a premier community concert band) and served as President.

When I moved to Waquoit around 2000 and became a full-time resident of Falmouth, I sought opportunities to contribute to my local

community. At that time I identified two areas that I thought were very important to the future of Falmouth and other communities on the Cape: degrading water quality in bays and estuaries, and low and declining housing affordability. As a sailor keeping my sailboat on a mooring in Waquoit Bay, and a member of the Waquoit Bay Yacht Club, I had a keen interest and growing concern about the water quality in our local waters. As a new full-time resident of the Upper Cape, I became aware of the serious and growing problem with the lack of appropriate housing for the broad spectrum of people that were critical to maintaining a vibrant and diverse community.

In the following months and years, I sought opportunities to become involved with these issues. I became a member of the Falmouth Affordable Housing Committee, and served as Chairman for a part of my terms. During that period we did not have major successes in achieving meaningful progress in housing, primarily due to political disinterest and lack of significant funding opportunities; but I learned a lot about the shape of the problem and gained insights into potential solutions. I also sought out membership in the Falmouth Water Stewards (then known as F.A.C.E.S.), a science-based advocacy and education organization; I joined that group and started working in the Pond Watchers team that conducted year-round sampling by citizen scientists of water quality data in many of Falmouth's bays and estuaries. In time I took on the leadership of the sampling team, which I continued to lead for many years working closely with the staff at WBNERR; I also became Treasurer of the Water Stewards group. That group played a solid role in raising the public awareness of the nitrogen problem in Falmouth waters and garnering support for needed solutions, including sewerage key areas of town, which have subsequently begun implementation.

In my professional work I continued to handle Real Estate appraisal assignments, mostly of residential properties for lending purposes. I

have done assignments in all towns on the Cape, but in recent years my work has been more concentrated in the Upper Cape communities.

Through this work I developed and maintain a sound understanding of the Real Estate market on the Upper Cape and have first-hand knowledge of the single family homes and condos in most neighborhoods in this area.

Through these experiences in my appraisal work along with town boards and volunteer groups, I have developed a good understanding of local public health, environmental and housing issues; but I have also experienced a great deal of frustration at the lack of timely and meaningful progress at effectively addressing these problems. One of the key impediments to progress is lack of available funds for worthwhile programs in these areas. I believe that serving on the Mashpee CPC could be a way to make a positive contribution to improving this situation.

Regards,

Edward (Ted) Schmuhl

Edward H. Schmuhl (Ted)

Mashpee, MA 02649 ■ c

A Certified Residential Real Estate Appraiser serving southeastern Massachusetts & Cape Cod

Professional Real Estate Appraisal Experience

Grasso Appraisal Services, Inc. Trainee Appraiser, Certified Appraiser May 2001 to Present
North Reading, MA

Completed initial residential appraisal assignments under the direction/review of the senior appraisers in the firm. Properties appraised were primarily single-family residences, with a smaller number of condos and multi-family properties. Geographical range includes Middlesex, Essex, Norfolk, Suffolk, Plymouth, Bristol, and Barnstable counties in Massachusetts. Most work in recent years was in Barnstable and Plymouth counties.

McCracken, White and Associates Certified Appraiser January 2003 to Present
Walpole, MA

Work with this firm on numerous and varied residential appraisal assignments, primarily in Barnstable and Plymouth counties.

Summary of Prior Professional Experience

From college graduation to early 2001, worked in a variety of engineering and engineering management positions in high-technology firms. Developed numerous software products, most for the health care market.

Data Critical Corp. 1997-2001 Director of Engineering

Hewlett Packard Company Medical Products Group 1973-1997 Engineer, Manager

RCA Corp 1967-1973 Engineer

Education and Professional Credentials

- **Massachusetts Certified Residential Appraiser License #70578 (Exp. 9/7/2025)**
- **FHA Approved Residential Appraiser**
- *University of Phoenix, MBA in Technology Management, 1998*
- *Northeastern University, MSEE, 1973*
- *Tufts University, BSEE, 1967*
- *Member, Massachusetts Board of Real Estate Appraisers*
- *Recent Real Estate Appraisal Courses*
 - Refresher Seminar for Experienced Appraisers
 - USPAP Update 2022-2023
 - Appraisal Bias – Behind the Headlines
 - Non-Lending Appraisal Assignments
 - New England Appraisers Expo General and Residential Programs

Additional Endeavors

- *Amateur Performing Musician . . . Past President of The Concord Band*
- *Cruising Class Sailor*
- *Past Chm. of Falmouth, MA Affordable Housing Comm.*
- *Contributor to Community/Church Boards*

PRELIMINARY EVALUATION FORM

Candidate: Edward Schmutz

Board/Committee/Commission/Council: Community Preservation Committee

Interview Date: 12/14/23 Evaluator: Sandra Godfrey

Did the candidate appear available for scheduled meetings? YES [☒] NO [☐]

Did the candidate appear knowledgeable on role/responsibilities? YES [☒] NO [☐]

Did the candidate appear competent and qualified to serve? YES [☒] NO [☐]

Comments/Observations:

Edward seems very qualified. Has
been a resident of Mashpee and
surrounding towns for many years and
has served on various town boards
so is knowledgeable on how towns
function.

On 1-5 scale (5 the strongest and 1 the weakest) my rating of this candidate is: 5

I attest that this evaluation is true and accurate to my knowledge and belief after impartially evaluating the candidate's performance in the initial interview.

Sandra Godfrey
Signature

PRELIMINARY EVALUATION FORM

Candidate: Edward Schaub

Board/Committee/Commission/Council: CPC

Interview Date: 12-14-23 Evaluator: Michaela Wz Colombo

Did the candidate appear available for scheduled meetings? YES [☒] NO [☐]

but some may be via Zoom for 2 months

Did the candidate appear knowledgeable on role/responsibilities? YES [☒] NO [☐]

Did the candidate appear competent and qualified to serve? YES [☒] NO [☐]

Comments/Observations:

appraiser by trade.
Interest in housing & water quality issues (Housing Authority member in Falmouth). Falmouth Water, Stewards w/ sampling program (Webster). Interest in historical props & preservation. Experience w/ town structure - knows CPC & understands leveraging Lots of town committee experience - appraisal experience
Clear focus on housing b/c of unmet needs - comfortable with 2% support of WIFF
Reuse of housing - Broad understanding of WQ issues
On 1-5 scale (5 the strongest and 1 the weakest) my rating of this candidate is: 5

I attest that this evaluation is true and accurate to my knowledge and belief after impartially evaluating the candidate's performance in the initial interview.

Michaela Wz Colombo
Signature

PRELIMINARY EVALUATION FORM

Candidate: Edward (Ted) Schuh

Board/Committee/Commission/Council: CPE

Interview Date: 12-14-23 Evaluator: 4

Did the candidate appear available for scheduled meetings? YES [] NO []

questionable meetg available

Did the candidate appear knowledgeable on role/responsibilities? YES [☒] NO []


Did the candidate appear competent and qualified to serve? YES [☒] NO []

Comments/Observations:

Seem Good would be an Asset only
problem would available for meetg -

On 1-5 scale (5 the strongest and 1 the weakest) my rating of this candidate is: 4

I attest that this evaluation is true and accurate to my knowledge and belief after impartially evaluating the candidate's performance in the initial interview.


Signature

PRELIMINARY EVALUATION FORM

Candidate: Ted Schmuhl

Board/Committee/Commission/Council: CPC

Interview Date: 12/14/23 Evaluator: Lynne Barbee

Did the candidate appear available for scheduled meetings? YES [☒] NO [☐]

Did the candidate appear knowledgeable on role/responsibilities? YES [☒] NO [☐]

Did the candidate appear competent and qualified to serve? YES [☒] NO [☐]

Comments/Observations:

Affordable House Background, Waquoit
concern - water quality - open space
historic preservation

Experience w/ town committees

→ CPA very important to leverage funds for projects
very thoughtful responses

On 1-5 scale (5 the strongest and 1 the weakest) my rating of this candidate is: 5

I attest that this evaluation is true and accurate to my knowledge and belief after impartially evaluating the candidate's performance in the initial interview.

Lynne Barbee
Signature

PRELIMINARY EVALUATION FORM

Candidate: Edward Schmitt

Board/Committee/Commission/Council: CPC

Interview Date: 12-14-23 Evaluator: Brian Hyde

Did the candidate appear available for scheduled meetings? YES [☒] NO [☐]

Did the candidate appear knowledgeable on role/responsibilities? YES [☒] NO [☐]

Did the candidate appear competent and qualified to serve? YES [☒] NO [☐]

Comments/Observations:

- Upper Cape since '80s
- 2000 - Mashpee → 2013 Appraiser
- Affordable housing ... Water quality ... historic properties ... walk dogs on open space = recreation
- Leveraging resources building + developing partnerships
- Florida in winter - Zoom?
- Solid candidate - believes in valuing open space

On 1-5 scale (5 the strongest and 1 the weakest) my rating of this candidate is: 5

I attest that this evaluation is true and accurate to my knowledge and belief after impartially evaluating the candidate's performance in the initial interview.

Brian Hyde
Signature

PRELIMINARY EVALUATION FORM

Candidate: Edward (Ted) Schmuhl

Board/Committee/Commission/Council: Community Preservation Comm: Hce

Interview Date: 12/14/23 Evaluator: Mary Waygan

Did the candidate appear available for scheduled meetings? YES [X] NO []
per Remote Participation

Did the candidate appear knowledgeable on role/responsibilities? YES [X] NO []

Did the candidate appear competent and qualified to serve? YES [X] NO []

Comments/Observations:

Extensive municipal experience (Chair of Bedford Board of Health)
(Treasurer of the Falmouth Water Stewards Group) (Member of
Falmouth Affordable Housing Committee). ■ Identified Affordable
Housing as a ^{priority} need. Supports keeping CPC surcharge
at 2%. Engineer. Real Estate Appraiser. Sees open space
as very important. Leveraging funds important.

On 1-5 scale (5 the strongest and 1 the weakest) my rating of this candidate is: 5

I attest that this evaluation is true and accurate to my knowledge and belief after impartially evaluating the candidate's performance in the initial interview.

Signature



PRELIMINARY EVALUATION FORM

Candidate: Ted Schmahl

Board/Committee/Commission/Council: CPC

Interview Date: 12/14/23 Evaluator: Arden Russell

Did the candidate appear available for scheduled meetings? YES [☒] NO [☐]

* ~~may~~ may need to zoom occasionally

Did the candidate appear knowledgeable on role/responsibilities? YES [☒] NO [☐]

Did the candidate appear competent and qualified to serve? YES [☒] NO [☐]

Comments/Observations:

Long term Nashville resident
Advocate for leveraging funds

On 1-5 scale (5 the strongest and 1 the weakest) my rating of this candidate is: 5

I attest that this evaluation is true and accurate to my knowledge and belief after impartially evaluating the candidate's performance in the initial interview.

Arden Russell
Signature

From: via Town of Mashpee MA <cmsmailer@civicplus.com>
Sent: Tuesday, November 14, 2023 10:06 AM
To: Terrie Cook <tmcook@mashpeeema.gov>
Subject: Form submission from: Board, Committee, Commission Application to the Select Board for Appointment

Submitted on Tuesday, November 14, 2023 - 10:06am

Submitted values are:

Choose from the following: Community Preservation Act Committee

==Please provide the following information:==

Name: Karen Yetra

Email:

Address:

City: Mashpee

State: MA

Zip: 02649

Phone:

Alt Phone:

Fax:

Organization:

EXPERIENCE & EDUCATIONAL BACKGROUND which might be helpful to the Town:

KAREN C. YETRA

MASHPEE, MA 02649

November 14, 2023

Dear Madam/Sir,

Through an email from Habitat for Humanity, I was alerted to openings for Members-at-Large on the Mashpee Community Preservation Committee. After reading about the areas of the committee's involvement, it seemed that working with this group would be a way for me to contribute to the Mashpee community.

My husband and I retired in May 2019, and moved from Medfield to Mashpee full-time in June 2019, excited about the opportunity to get involved in our new community. By the time we had unpacked and were settled, Covid arrived and changed everyone's plans. Once the world opened back up, I've been looking for a way to be more involved in town.

I was a serial volunteer in Medfield, chairing the PTO, several foundation fundraising events, sat on boards of education foundations, etc. Once our children were all in school, I re-entered the workforce at a software consulting firm with roles in administration. The majority of my time was in operations management, ending as VP of Operations.

The part of my job I enjoyed the most was problem solving, so the opportunity to work with fellow town residents to shape the future of Mashpee, is very interesting to me. And hopefully it is a way I can "pay back" to Mashpee for providing us with such a wonderful place to call home.

Thank you for considering me for this position, and I would be happy to meet with you at any time.

Sincerely,

Karen Yetra

Are you available to serve on a Town committee/commission on a year-round basis? If no, what is your availability: Yes

How did you become interested in serving the Town? An email from Habitat for Humanity alerted me to the openings on the Committee

The results of this submission may be viewed at:

<https://www.mashpeeema.gov/node/711/submission/6286>

PRELIMINARY EVALUATION FORM

Candidate: Karen Yetra

Board/Committee/Commission/Council: Community Preservation Committee

Interview Date: 12/14/23 Evaluator: Sandra Godfrey

Did the candidate appear available for scheduled meetings? YES [☒] NO [☐]

Did the candidate appear knowledgeable on role/responsibilities? YES [☒] NO [☐]

Did the candidate appear competent and qualified to serve? YES [☒] NO [☐]

Comments/Observations:

Karen is new to Mashpee but
seems eager to serve her community.
Has interest in most areas that
CPC covers.

On 1-5 scale (5 the strongest and 1 the weakest) my rating of this candidate is: 4

I attest that this evaluation is true and accurate to my knowledge and belief after impartially evaluating the candidate's performance in the initial interview.

Sandra Godfrey
Signature

PRELIMINARY EVALUATION FORM

Candidate: Karen Yetra

Board/Committee/Commission/Council: CPC

Interview Date: 12-14-2023 Evaluator: Michaela W Colmb

Did the candidate appear available for scheduled meetings? YES [☒] NO [☐]

Did the candidate appear knowledgeable on role/responsibilities? YES [☒] NO [☐]

Did the candidate appear competent and qualified to serve? YES [☒] NO [☐]

Comments/Observations:

Understands
Balance between all the projects is a definite challenge.
Background is in operations worked in software firm - is
a Habitat volunteer - volunteers with children's family
support programs. Interest is mostly in AH but is interested
in sewing at all. Understands need is connected to
requires funding sources - 240 or different. President of foundation
in Medford
history - Balancing act

On 1-5 scale (5 the strongest and 1 the weakest) my rating of this candidate is: 5

I attest that this evaluation is true and accurate to my knowledge and belief after impartially evaluating the candidate's performance in the initial interview.

Michaela W Colmb
Signature

PRELIMINARY EVALUATION FORM

Candidate: Karen Yettr

Board/Committee/Commission/Council: CPC

Interview Date: 12-14-23 Evaluator:

Did the candidate appear available for scheduled meetings? YES [☒] NO [☐]

Did the candidate appear knowledgeable on role/responsibilities? YES [☒] NO [☐]

Did the candidate appear competent and qualified to serve? YES [☒] NO [☐]

Comments/Observations:

Seem Good for Committee member,
Sounds a good work a Bee

On 1-5 scale (5 the strongest and 1 the weakest) my rating of this candidate is: 5

I attest that this evaluation is true and accurate to my knowledge and belief after impartially evaluating the candidate's performance in the initial interview.

[Signature]
Signature

PRELIMINARY EVALUATION FORM

Candidate: Karen Yetra

Board/Committee/Commission/Council: CPC

Interview Date: 12/14/23 Evaluator: Lynne Barbee

Did the candidate appear available for scheduled meetings? YES [☒] NO [☐]

Did the candidate appear knowledgeable on role/responsibilities? YES [☒] NO [☐]

Did the candidate appear competent and qualified to serve? YES [☒] NO [☐]

Comments/Observations:

Cape Kid meals - 960 kids - 37 volunteer

Richard DeSorgher - Medfield.

Habitat volunteer - helps build

Listening Skills - balance house + open space/environ

Strong volunteer background + current

Very thoughtful responses

On 1-5 scale (5 the strongest and 1 the weakest) my rating of this candidate is: 4

I attest that this evaluation is true and accurate to my knowledge and belief after impartially evaluating the candidate's performance in the initial interview.

Lynne Barbee
Signature

PRELIMINARY EVALUATION FORM

Candidate: Karen Yetra

Board/Committee/Commission/Council: CPC

Interview Date: 12/14/23 Evaluator: Brian Hyde

Did the candidate appear available for scheduled meetings? YES [☒] NO [☐]

Did the candidate appear knowledgeable on role/responsibilities? YES [☒] NO [☐]

Did the candidate appear competent and qualified to serve? YES [☒] NO [☐]

Comments/Observations:

- Newbie 2016 - retiree Software Consultant
- Medfield - wants to get involved - lives in Willimansett - Medfield - PTA President Educational Foundation
- nice ~~man~~ Demeanor, articulate, Falmouth Habitat for Humanity, Kids Meals 900/week
- really listen + be present = Great Progress/Results

On 1-5 scale (5 the strongest and 1 the weakest) my rating of this candidate is: 5

I attest that this evaluation is true and accurate to my knowledge and belief after impartially evaluating the candidate's performance in the initial interview.

B. Hyde
Signature

PRELIMINARY EVALUATION FORM

Candidate: Karen C. Yetra

Board/Committee/Commission/Council: Community Preservation Committee

Interview Date: 12/14/23 Evaluator: Mary Waygan

Did the candidate appear available for scheduled meetings? YES [☒] NO [☐]

Did the candidate appear knowledgeable on role/responsibilities? YES [☒] NO [☐]

Did the candidate appear competent and qualified to serve? YES [☒] NO [☐]

Comments/Observations:

Habitat for Humanity volunteer/builder.
Strong volunteer experience in historic and affordable housing, and more.
Supportive of all CPC uses ~ ^{should} balance uses. ^{experienced in} Business operations.
Affordable housing is a passion. Supports keeping CPC
Surcharge at 2%. Multifaceted volunteer experience.

On 1-5 scale (5 the strongest and 1 the weakest) my rating of this candidate is: 4

I attest that this evaluation is true and accurate to my knowledge and belief after impartially evaluating the candidate's performance in the initial interview.

Signature

PRELIMINARY EVALUATION FORM

Candidate: Karen Xetra

Board/Committee/Commission/Council: CPC

Interview Date: 12/14/2003 Evaluator: Arden Russell

Did the candidate appear available for scheduled meetings? YES [☒] NO [☐]

Did the candidate appear knowledgeable on role/responsibilities? YES [☒] NO [☐]

Did the candidate appear competent and qualified to serve? YES [☒] NO [☐]

Comments/Observations:

~~Positive~~ Active volunteer on Cape
+ prior community.
Balance of all constituencies + needs
so important + difficult work
Ran a business - operations

On 1-5 scale (5 the strongest and 1 the weakest) my rating of this candidate is: 5

I attest that this evaluation is true and accurate to my knowledge and belief after impartially evaluating the candidate's performance in the initial interview.

Arden Russell
Signature



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: January 16, 2024

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

From: Stephanie A. Coleman, Administrative Secretary

Re: Board, Committee and Commission: Resignation

Description

Discussion and approval of the following resignation:

*Capital Improvement Program Committee: Member at Large (Term Expires June 30, 2024)
Edmund Sarno

Attached is the letter of resignation from Edmund Sarno.

1/3/24, 8:40 AM

Mail - Terrie Cook - Outlook

Change of dates CIP Meetings - Wednesday, January 10, 2024 1 pm AND Friday, January 12, 2024 1 pm Popponesset Meeting Room or via ZOOM

Edmund Sarno:

Tue 1/2/2024 6:11 PM

To: Terrie Cook <tmcook@mashpeema.gov>

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

Hi Terrie

I have resigned this committee to Rodney today. I have sold my home in New Seabury and will be moving to Plymouth.

Regards, Ed