



**AGENDA
SELECT BOARD
MONDAY, JUNE 5, 2023
WAQUOIT MEETING ROOM
MASHPEE TOWN HALL
16 GREAT NECK ROAD NORTH
MASHPEE, MA 02649**

Broadcast Live on Local Cable Channel 18

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

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

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

MINUTES: Approval of the Following: Monday, May 15, 2023 Regular and Executive Sessions

APPOINTMENTS & HEARINGS

- Public Comment
- *Department of Public Works Director Catherine Laurent:* Discussion and Approval of the Following:
 - Award of Department of Public Works Contracts for Annual Bids (New)
 - Award of Department of Public Works Contracts for Annual Bids (Extension)
 - Award of Annual Contract for Purchase of Diesel and Gasoline
 - Award of Annual Contract for Operation of the Transfer Station; Hauling of Recyclables
- Update on Status of Cesspools; Sewer Connections: *Health Agent Zachary Seabury*
- Discussion and Approval Interim Loan Notes with State Revolving Fund: *Treasurer Craig Mayen*
- Discussion and Certification of the Hiring Process for Firefighter/EMT Connor Peltier: *Fire Chief Jack Phelan*
- Discussion and Certification of the Hiring Process for Police Office Riley LaCroix: *Police Captain Thomas Rose*
- Discussion and Approval of Appointment to the Zoning Board of Appeals:
Sharon Sangeleer Member at-Large (Term Expires June 30, 2024)
- Discussion and Approval of the Following One-Day Liquor Licenses:
 - Beer and Wine: Naukabout Beer Co. LLC, Naukabout Gardens at the Commons, 6/20-7/17/2023: *Peter Murner*
 - Beer and Wine: Naukabout Beer Co. LLC, Naukabout Gardens at the Commons, 7/18-8/14/2023: *Jeff Conley*
 - Beer and Wine: Naukabout Beer Co. LLC, Naukabout Gardens at the Commons, 8/15-9/11/2023: *Jennifer Conley*
 - Beer and Wine: Naukabout Beer Co. LLC, Naukabout Gardens at the Commons, 9/12-10/9/2023: *Melissa Murner*
 - Beer and Wine: Naukabout Beer Co. LLC, Naukabout Gardens at the Commons, 10/10-11/6/2023: *Margaret Murner*
 - Beer and Wine: Naukabout Beer Co. LLC, Naukabout Gardens at the Commons, 11/7-12/4/2023: *Leif Rotsaert*
- Discussion and Approval of the Annual Proclamation: Race Amity Day
- Discussion and Approval of Proclamation to Declare the Week of June 11-17, 2023 as “Mashpee Veterans Appreciation Week” and June 17, 2023 as “Mashpee Veterans Appreciation Day”

COMMUNICATIONS & CORRESPONDENCE

OLD BUSINESS

NEW BUSINESS

- Assignment of Select Board Liaisons 2023-2024: *Chair John J. Cotton*
- Discussion and Possible Approval of Annual Reappointment List Boards, Commissions, Committees, and Councils

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
JUN 1 '23 PM4:05**



**AGENDA
SELECT BOARD
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MASHPEE, MA 02649**

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

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

MINUTES:

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

APPOINTMENTS & HEARINGS

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

COMMUNICATIONS & CORRESPONDENCE

OLD BUSINESS

NEW BUSINESS

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

ADDITIONAL TOPICS

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

LIAISON REPORTS

WATER QUALITY UPDATES

TOWN MANAGER UPDATES

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

EXECUTIVE SESSION

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

ADJOURNMENT

Mashpee Select Board
Minutes
May 15, 2023

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

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

MINUTES:

Monday, April 24, 2023 Regular Session:

**Motion made by Selectman O'Hara to approve the minutes of Monday; April 24, 2023 as presented.
Motion seconded by Selectman Wyman-Colombo.**

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Monday: May 1, 2023 Regular Session:

**Motion made by Selectman O'Hara to approve the minutes of Monday; May 1, 2023 as presented.
Motion seconded by Selectman Wyman-Colombo.**

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

APPOINTMENTS & HEARINGS

Introduction and Update from District Attorney Robert Galibois:

The Select Board met with the newly elected District Attorney Robert Galibois in an introductory meeting. District Attorney Galibois indicated that he is working diligently to meet the challenges of the new position. Goals and achievements include securing staff members who are assisting in bringing unsolved cases to resolution. Several areas of focus include important issues such as the opioid epidemic and anti-human trafficking. New developments include the formation of a grant writing department. Other initiatives are on task and adequately represented. This includes the formation of a mental health specialty core to assist in the court room, a much-needed service.

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Public Comment:

Ken Dembrowski a resident of 3 Great Field Landing expressed appreciation to the Town Manager and to the Financial Team for taking the time to clarify a variety of questions.

Brian Weeden, Chair of the Mashpee Wampanoag Tribe and resident of 133 Main Street spoke as a private citizen on perceived issues and games being played regarding the Community Preservation Committee appointment that now might be tabled or postponed as a result of questions from a town employee who was also interested in serving the position. Mr. Weeden indicated this action is unacceptable. If concerns are being raised, they should come before everyone. Mr. Weeden recommended that a full investigation be conducted. In his opinion, Mr. Weeden stated it is sad the Wampanoag are still being discriminated against.

Mary Waygan a member of CPC committee indicated the candidates were interviewed and the recommendation for appointment was voted. There were no irregularities in that meeting. Ms. Waygan stated there was only one motion made. The person that has called for this as a procedural error, did not make a motion for anyone else. In Ms. Waygan's opinion it is felt this matter should be investigated, and it was things that were said after the meeting were not nice. Ms. Waygan indicated she agrees with Brian Weeden. It is very sad this has to be discussed again and again. When a tribal citizen applies for something, there is always drama, there is always something. Ms. Waygan indicated there is so much prejudice. Ms. Waygan stated she asked the Chair not to pull this matter from the Select Board's agenda.

Barnstable County Retirement COLA Discussion and Possible Vote: Treasurer Craig Mayen:

Craig Mayen, Treasurer/Tax Collector was in attendance to discuss the memorandum from the Barnstable County Retirement Association dated March 3, 2023 regarding the Governor approval of Chapter 269 of the Acts of 2022 to allow for a (1) time adjustment of the cost-of-Living (COLA) for retirees from a maximum of 3% to 5%.

Susy Holmes, Executive Director was in attendance to further review this information with the Select Board. The Barnstable County Retirement Association has established a maximum base for calculation of the COLA which would represent a maximum increase of \$30 to any retiree pension per month. Two-thirds of the representing towns within the retirement system must approve the (1) time adjustment to allow the increase to move forward.

Craig Mayem indicated if the Select Board votes in favor of the additional 2% COLA, the estimated cost increase for the Town of Mashpee is \$55,059.70 in FY25, and the estimated cost increase for FY26 is \$58,253.18. To date, (7) representing towns have voted in favor of the adjustment. One town has voted in opposition. A total of (10) representing towns would have to support the additional 2% COLA.

Motion made by Selectman Cotton to accept and approve the recommendation for the additional 2% COLA for the Barnstable County Retirement Association retirees as presented.

Motion seconded by Selectman Wyman-Colombo.

VOTE: Unanimous. 5-0.

Roll Call Vote:

**Selectman Weeden, yes
Selectman Sherman, yes**

**Selectman Cotton, yes
Selectman Wyman-Colombo, yes**

**Selectman O'Hara, yes
Opposed, none**

Mashpee Select Board
Minutes
May 15, 2023

APPOINTMENTS & HEARINGS

DPW Director: Catherine Laurent:

Discussion and Approval of Change to Transfer Station Schedule:

Catherine Laurent, Director of Public Works recommended the Select Board change the Transfer Station Schedule as follows;

OPEN – Sunday, Wednesday, Thursday, Friday and Saturday

CLOSED – Monday and Tuesday

The recommended change was requested by the Transfer Station operator Gotta Do Contracting to address the issues with the tipping of recyclables without impacting access to the Transfer Station by the public. The Transfer Station is currently closed on Tuesdays and Thursdays. The facilities used by the Town for tipping have reduced the days of acceptance for certain recyclables. Mondays tend to have a low traffic volume there are 6 Monday holidays on the calendar.

Motion made by Selectman Sherman to amend the Transfer Station Schedule as recommended effective July 1, 2023.

Motion seconded by Selectman O'Hara

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Weeden, yes

Selectman Cotton, yes

Selectman O'Hara, yes

Selectman Sherman, yes

Selectman Wyman-Colombo, yes

Opposed, none

Discussion and Approval of Transfer Station Sticker Fees:

It is recommended the Select Board maintain/increase the level of funding of the Transfer Station by its user by increasing the 1st household sticker fee to \$220 and the recycling sticker fee to \$40. This would coincide with the goal of the Select Board to maintain stability. With similar sales and revenues, the proposed fee increase will fund 100% of the Transfer Station operation.

The current 1st household sticker fee is \$205. The current recycling sticker fee is \$35.

Motion made by Selectman O'Hara to approve the amended Transfer Station Sticker Fee increases as referenced effective June 1, 2023.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Weeden, yes

Selectman Cotton, yes

Selectman O'Hara, yes

Selectman Sherman, yes

Selectman Wyman-Colombo, yes

Opposed, none

FY24 stickers are available for purchase on June 1, 2023. A new Guides to the Transfer Station pamphlet will be printed for distribution and the new fee structure will be posted on the Town's website.

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May 15, 2023

APPOINTMENTS & HEARINGS

Discussion and Approval of the Following Appointments & Resignations:

Appointments:

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

Correspondence was received from the Community Preservation Committee Chair Arden Russell dated May 9, 2023 regarding a letter of recommendation to fill the vacant At Large seat on the Community Preservation Committee.

The CPC at their meeting on May 4, 2023 interviewed two candidates to fill the vacant At Large seat. At this meeting the CPC voted unanimously to strongly recommend Yvonne Avant to fill the vacant seat.

Additional communication was received from Arden Russell, Chair of the CPC late filed on May 15, 2023 respectfully requesting the Member At Large appointment be postponed due to a concern about the CPC recommendation process.

Arden Russell was in attendance to discuss her concern. In accord with Select Board Policy No. 001; Appointment Policy for Boards, Commissions, Committees and Councils appointed by the Select Board under Item III. Procedures for Evaluation of Applicants, Item C. Recommendations, the Chairperson will provide a summary of the interview process along with its recommendations(s) to the Select Board. The Chairperson should provide a minimum of two (2) and a maximum of three (3) candidates for review, unless the minimum number of candidates does not exist.

The Select Board agreed the Chair should have provided a minimum of (2) candidates to the Select Board. Although both candidates should have been invited neither candidate was in attendance.

For clarification purposes Town Manager Rodney C. Collins indicated he reviewed the draft and forwarded it to the Chair of the Select Board. There was some discussion of being inconsistent with the policy. However, the topic was agreed to be posted on the Select Board Agenda. Thereafter, the email was received from the CPC Chair requesting postponement.

Upon review it was agreed the procedures for the evaluation of applicants was followed. It is recommended that a minimum of (2) candidates be reviewed, but it is not a requirement.

Motion made by Selectman Cotton to table this matter to the next meeting inviting both candidates to attend the Select Board Meeting. This action follows Item D. of Policy No. 001. After review of any candidates(s) recommended for appointment to a Board, Commission, Committee or Council, said candidates(s) shall appear before the Select Board for a final interview at a regular scheduled meeting; amended to obtain a legal opinion from Town Counsel regarding adherence to policy.

Motion seconded by Selectman Wyman-Colombo.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Weeden, yes
Selectman Sherman, yes

Selectman Cotton, yes
Selectman Wyman-Colombo, yes

Selectman O'Hara, yes

Opposed, none

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APPOINTMENTS & HEARINGS

Appointments:

Mashpee Inclusion & Diversity Committee: Rolf Brandt (Term Expires June 30, 2023):

Correspondence was received from the Mashpee Inclusion and Diversity Committee dated April 30, 2023 unanimously nominating Rolf Brandt as the ninth voting member. Attached for the Select Board's review was a letter of interest dated March 8, 2023 and resume.

Motion made by Selectman Sherman to appoint Rolf Brandt to the Mashpee Inclusion and Diversity Committee for a term to expire; June 30, 2023.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Barnstable County Dredge Committee: Robert Tomaino (Term Expires December 31, 2023):

After many years of service, Ken Bates has stepped down as Mashpee's representative to the Barnstable County Dredge Committee. Robert Tomaino, Harbormaster is the recommended representative.

Motion made by Selectman Cotton to appoint Robert Tomaino to the Barnstable County Dredge Committee for a term to expire; December 31, 2023.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Resignations:

Zoning Board of Appeals: Norman J. Gould (Term Expires June 30, 2024):

Correspondence was received from Norman J. Gould, M.D. dated April 21, 2023 resigning from the Mashpee Board of Appeals.

Motion made by Selectman O'Hara to accept the resignation of Norman J. Gould from the Board of Appeals with regret sending a letter of gratitude to Mr. Gould for his dedicated service.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

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APPOINTMENTS & HEARINGS

Resignations:

Cultural Council: Mary Alice Stahleker (Term Expires September 30, 2023):

Correspondence was received from the Mashpee Cultural Council dated May 9, 2023 requesting the Select Board accept the resignation of Mary Alice Staleker.

Motion made by Selectman Cotton to accept the resignation of Mary Alice Staleker from the Cultural Council with deep regret.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Public Hearing (Continued from April 24, 2023): Alcoholic Beverages License Amendment: 25 Market Street Inc. dba Café Trevi, 25 Market Street, Mashpee, MA 02649, for a Change or Alteration of Premises: Samantha Davis: Discussion and Approval of Alcoholic Beverages License Amendment: 25 Market Street Inc. dba Café Trevi, 25 Market Street, Mashpee, MA 02649, for a Change or Alteration of Premises: Samantha Davis:

After reading the Public Hearing Notice on the Alcoholic Beverages License Amendment application of 25 Market Street, Inc. d/b/a Café Trevi, 25 Market Street, Mashpee for a Change or Alteration of Premises, the Select Board opened the hearing continued from April 24, 2023.

Samantha Davis, Manager was in attendance to request the Select Board approve the temporary changes made to the outdoor area that were approved under COVID guidelines permanent. The changes include an additional four tables on the upper-level patio. This area is chained off and expands the outdoor area towards the fountain in front of the café.

Ms. Davis indicated the additional seating or 4 tables would contain an additional 8 chairs. The outdoor area has been very well received by the patrons for the past few summers. The seating option would be permanent operating on a seasonal basis.

When asked about fencing Ms. Davis indicated after discussions with Mashpee Commons there are no issues with the chain link fencing. It was suggested there be an appropriate delineation. Ms. Davis stated that patrons enter the area through the patio, there is a gate that opens and closes, with two steps to the upper level from the main patio surrounded by a chain link fence. Access is only permitted through Café Trevi.

All abutters have been notified. Being no public comment, the Select Board took the following action;

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Public Hearing (Continued from April 24, 2023): Alcoholic Beverages License Amendment: 25 Market Street Inc. dba Café Trevi, 25 Market Street, Mashpee, MA 02649, for a Change or Alteration of Premises: Samantha Davis: Discussion and Approval of Alcoholic Beverages License Amendment: 25 Market Street Inc. dba Café Trevi, 25 Market Street, Mashpee, MA 02649, for a Change or Alteration of Premises: Samantha Davis: (continued)

Motion made by Selectman Sherman to close the Public Hearing.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Motion made by Selectman Sherman to approve the Alcoholic Beverages License Amendment application of 25 Market Street, Inc. d/b/a Café Trevi, 25 Market Street, Mashpee for a Change or Alteration of Premises as described.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Discussion and Approval of Amendments to Host Community Agreement with CCC Mashpee Holdings, LLC: Peter Freeman, Larysa Kavaleva:

The Select Board met with Larysa Kavaleva, a managing representative of CCC Mashpee Holdings, LLC and her Counsel Peter Freeman to request an extension to the Host Community Agreement; date and change of location in order to facilitate this mutually beneficial project planned to develop a Cannabis Cultivation and Production facility. Several circumstances beyond their control have forced the re-evaluation of the facility. This includes the recent pandemic and difficulties during this time with supply and demand as well as site conditions.

It is requested the site of the facility be changed from 79 Echo Road, Mashpee to 40 Evergreen Circle, Mashpee pending review and approval by other Boards and Committees as well as Town Counsel. The date of extension is May 30, 2025 for the Host Community Agreement; three-years from the initial termination on May 30, 2019.

Motion made by Selectman Sherman to extend the Host Community Agreement with CCC Mashpee Holdings, LLC until May 30, 2025, and to change the Cannabis Cultivation and Production facility from 79 Echo Road, Mashpee to 40 Evergreen Circle, Mashpee pending review and approval by the appropriate Boards, Committees and Commissions, and Town Counsel authorizing the Town Manager to execute the amended and extended Host Community Agreement on the Select Board's behalf.

Motion seconded by Selectman Wyman-Colombo.

VOTE: Unanimous. 4-0-1.

Roll Call Vote:

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

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Discussion and Approval of the Following Temporary Sign Permits and Special Events:

Correspondence was received from Stephanie Coleman, Administrative Secretary dated March 11, 2023 relative to the following Special Events and Temporary Sign Permit Applications with stipulations imposed as required from certain regulatory officials.

Temporary Sign - Annual Boston Interiors Annual Tent Sale: May 15 – May 21, 2023:

Motion made by Selectman Sherman to approve the Temporary Sign Permit of Boston Interiors; (2) freestanding folding two-sided A frame style signs for the Annual Tent Sale from May 15, 2023 through May 21, 2023.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Temporary Sign - Annual Falmouth Rod and Gun Club Annual Yard Sale: May 23 – June 3, 2023:

Motion made by Selectman Cotton to approve the Temporary Sign Permit of the Falmouth Rod and Gun Club for the Annual Yard Sale from May 23, 2023 to June 3, 2023; 10 2'x2' free standing signs.

Motion seconded by Selectman Sherman.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Special Event - Veteran's War Memorial and Dedication Ceremony: Saturday, June 17, 2023:

Richard DeSorgher:

The Special Event to unveil the Veteran's War Memorial will be held on June 17, 2023 starting with a 10:00 a.m. parade from the Mashpee Town Hall to the Community Park. The ceremony and unveiling will be held at 11:00 a.m. The rain date is June 25, 2023.

Mr. DeSorgher indicated this is a historic event for the Town of Mashpee to honor the 252 men and women from Mashpee who served our nation. This is Phase II of a three-part project to honor all Veterans from all wars. Phase I was completed last year; 21 honor stones added to the existing stones.

Mr. DeSorgher indicated the names of the Veterans have been engraved in the granite monument that is shaped as a wave. All members of the public are invited.

Sincere appreciation was given to Catherine Laurent, Director of Public Works who served as Clerk of the Works for this project. Ms. Laurent was highly regarded as a valuable asset to the Town of Mashpee assisting the Historical Commission with notable projects such as the One Room Schoolhouse and the Restoration of the Burial Grounds. Karen Rinaldo is the local artist who designed the celebration poster.

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Discussion and Approval of the Following Temporary Sign Permits and Special Events:

Special Event - Veteran's War Memorial and Dedication Ceremony: Saturday, June 17, 2023:
Richard DeSorgher: (continued)

Motion made by Selectman Sherman to approve the Veterans War Memorial and Dedication Ceremony to include Temporary Signage for the road closure, event to be held on Saturday, June 17, 2023 with a rain dated of June 23, 2023.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Special Event - 3rd Annual Race Amity Day Festival: Sunday, June 11, 2023: Rowela Kent:

Motion made by Selectman Sherman to approve the 3rd Annual Race Amity Day Festival on Sunday, June 11, 2023.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Special Event - Second Summer Cycle: Sunday, September 17, 2023: W. Patrick Lentell: CS/MWC 5-0.

Patrick Lentell was in attendance to review the 1st Annual Second Summer Cycle planned to be held on September 17, 2023. It is expected that 100 participants would begin the race in Mashpee; SouthCape Beach to Donna's Lane to Route 130. The second start involves the Town of Sandwich and the third would begin in the Town of Orleans. A total of 18 non-profits will benefit from this race.

Motion made by Selectman Wyman-Colombo to approve the Second Summer Cycle on September 17, 2023 as presented.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Mashpee Select Board
Minutes
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NEW BUSINESS

Discussion and Approval of Revision to Select Board Policy #079 – Mashpee Inclusion and Diversity Committee:

Marie Stevenson, Chair of the Mashpee Inclusion and Diversity Committee was present to discuss the recommendation of the MIDC to add the term “belonging” to goal 5 of Policy No. 079.

Proposed Revision: Goal 5. Support of suggest programs or activities that promote a culture of respect and belonging for all persons.

Motion made by Selectman Sherman to amend Policy No. 079 by amending Goal 5. Under Purpose as recommended.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Discussion and Possible Approval of Purchasing Electronic Voting Systems for Town Meetings: Town Manager, Town Moderator, Town Clerk:

The Select Board met with John Miller, the Town Moderator and Deborah Kaye, the Town Clerk to review the benefits of electronic voting at town meetings as the Town advances into the 21st century.

Currently, a voter ticket is used at town meeting and the vote is hand-counted. New electronic voting would be efficient with faster vote-counting and it would provide privacy as well as accuracy. There is no downtime to calculate the mathematics. A voice vote would also eliminate any interference.

The Town of Chatham utilizes electronic voting machines. Recommendations were positive.

Of the wireless voting devices or clicker that would communicate with a central hub, an 800-clicker system is being considered for Mashpee at an estimated cost under \$25,000. There is an option to lease or rent additional clickers if it is felt there would be an exceeding attendance of voters at a meeting beyond the 800.

Town Manager Rodney C. Collins indicated the objective of this plan to streamline the vote tally process would be beneficial in terms of operational efficiency. The change would also maintain privacy for residents to participate with their preference without concern or intimidation.

It is recommended the Town move forward to secure quotes using available ARPA funds. If the expenditure is over \$25,000 the project would be required to go before the Capital Improvement Program (CIP) Committee for approval.

The project has the full support of the Town Moderator and the Town Clerk.

Mashpee Select Board
Minutes
May 15, 2023

Discussion and Possible Approval of Purchasing Electronic Voting Systems for Town Meetings:
Town Manager, Town Moderator, Town Clerk: (continued)

As the Select Board considered this option it was recommended that information from the manufacturer be obtained regarding the batteries to be used for operation and the disposal thereof. It was suggested that rechargeable batteries be considered with a docking station.

Motion made by Selectman Cotton to authorize the Town Manager to take necessary actions to purchase the Electronic Voting System; 800 clicker system for the Town of Mashpee for a sum not to exceed \$25,000.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Discussion and Approval of July through December, 2023 Select Board Meeting Schedule:

The Select Board reviewed the meeting schedule, proposed dates for upcoming Select Board meetings.

Motion made by Selectman Cotton to approve the 2023 Select Board Meeting Schedule from July through December as presented.

Motion seconded by Selectman Wyman-Colombo.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

LIAISON REPORTS

EDIC: The economy in Mashpee is growing as several businesses are moving into larger spaces and new businesses are seeking to startup in Mashpee Commons. This includes a new seafood restaurant, a spa and several upscale clothing stores. Sarah Chase recently gave an update to the EDIC on business sector trends.

Mashpee Commons is working diligently on the housing crisis. Several concepts are being considered for the workforce and for affordable housing. This includes re-purposing available space for work/study groups and shared living opportunities. Smaller sized single-family homes on smaller lots are in the stages of development.

Mashpee Select Board
Minutes
May 15, 2023

TOWN MANAGER UPDATES

950 Falmouth Road: A groundbreaking ceremony will be held on May 31, 2023 to begin the LeClair Village affordable housing project.

County Dredge: It is expected there would be a delay in dredging at the Popponesset approach channel at the County level due to the protection of the piping plovers.

Wastewater: The Sewer Commission in appreciation sent a letter of commendation to Ray Jack for his involvement in wastewater planning and efforts to move this project forward.

Legislative Update: Dylan Fernandes and David Vieira, State Representatives will hold a meeting at the Mashpee Town Hall on May 16, 2023 to educate residents on clean energy and options to save.

REORGANIZATION OF THE BOARD:

Nomination and Election of Chair, Vice-Chair and Clerk of the Select Board:

Chairman David W. Weeden opened the nomination process for the purpose of reorganization.

Selectman Sherman motioned to nominate Selectman John J. Cotton as Chairman of the Select Board.

Selectman O'Hara seconded the nomination.

Selectman Wyman-Colombo motioned to nominate Selectman David W. Weeden as Chairman of the Select Board.

For Point of Order this nomination does not require a second.

Roll Call Vote in Support of John J. Cotton as Chairman of the Select Board;

Selectman Sherman, yes Selectman O'Hara, yes Selectman Cotton, yes

Selectman Weeden, abstained

Selectman Wyman-Colombo abstained Opposed, none

VOTE: 3-0-2. Motion carries.

Roll Call Vote in Support of David W. Weeden as Chairman of the Select Board;

Selectman Wyman-Colombo, yes Selectman Weeden, abstained

Selectman O'Hara, no

Selectman Cotton, no

Selectman Sherman,

abstained

Opposed, (2)

VOTE: 1-2-2.

Mashpee Select Board
Minutes
May 15, 2023

REORGANIZATION OF THE BOARD:

Nomination and Election of Chair, Vice-Chair and Clerk of the Select Board: (continued)

Motion made by Selectman Sherman to nominate Thomas F. O'Hara as Vice-Chair of the Select Board.

Motion made by Selectman Wyman-Colombo to nominate Selectman David W. Weeden as Vice-Chair of the Select Board.

Roll Call Vote in support of Thomas F. O'Hara as Vice-Chair of the Select Board;
Selectman Wyman-Colombo, abstained Selectman O'Hara, yes Selectman Cotton, yes
Selectman Sherman, yes Selectman Weeden, abstained Opposed, none
VOTE: 3-0-2. Motion carries.

Roll Call Vote in support of David W. Weeden as Vice-Chair of the Select Board;
Selectman Sherman, abstained Selectman Cotton, abstained Selectman O'Hara, abstained
Selectman Weeden, abstained Selectman Wyman-Colombo, yes
VOTE: 1-0-4.

Motion made by Selectman Cotton to nominate Selectman Carol A. Sherman as Clerk of the Select Board.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

EXECUTIVE SESSION

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

Mashpee Select Board
Minutes
May 15, 2023

ADJOURNMENT

Motion made by Selectman Sherman to convene Executive Session at 8:31 p.m. for the purpose of discussing strategy with respect to the pending litigation in the matter of Department of Industrial Accidents Claim No. 1722031974 (Dean Clarke) where an open meeting may have a detrimental effect on the litigation position of the Town. (G.L.c.30A, §21(a) 3). The Select Board will not reconvene in Open Session.

Motion seconded by Selectman Wyman-Colombo.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Respectfully submitted,

Kathleen M. Soares
Secretary to the Select Board

Mashpee Select Board
Minutes-Executive Session
May 15, 2023

ADJOURNMENT

Motion made by Selectman O'Hara to adjourn at 8:38 p.m.

Motion seconded by Selectman Wyman-Colombo.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Weeden, yes

Selectman Cotton, yes

Selectman O'Hara, yes

Selectman Sherman, yes

Selectman Wyman-Colombo, yes

Opposed, none

Respectfully submitted,

Kathleen M. Soares

Secretary to the Select Board



Town of Mashpee

Department of Public Works

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

MEMORANDUM

May 31, 2023

TO: Select Board
Rodney Collins, Town Manager

FROM: Catherine Laurent, Director *CL*

SUBJECT: Recommendations for Award of Contracts for Annual Bids (New)

The Department of Public Works recommends that contracts for the following annual bids be awarded for FY24:

Bid Item	Contractor	Price
Catch Basin Cleaning	Leo Vigeant Co.	\$17.23 each
Cold Planing	Lawrence-Lynch Corp., LLC	\$3.15/square yard
Purchase of Drainage Structures	Acme-Shorey Precast	
▪ 1000 Gallon Basin, delivered	Solid	\$900.00 each
	Leaching	\$887.00 each
	Leaching, Offset	\$888.00 each
▪ 4x4 Galley, delivered		\$410.00 each
▪ Gutter Inlet, delivered		\$295.00 each
▪ 42" Square Riser, delivered	4"	\$112.00 each
	6"	\$121.00 each
	10"	\$148.00 each
Electrical Services	Bayside Electrical Contractors	
▪ Master/journeyman		\$135.00 per hour
▪ Apprentice		\$85.00 per hour
▪ Bucket Truck		\$85.00 per hour
Equipment Rental	Lawrence Lynch Corp.	
• Backhoe with operator	¼ yard	\$225.00 per hour
	1 ¼ yard	\$305.00 per hour
• Bulldozer with operator	D-4 or equivalent	\$262.00 per hour

	D-9 or equivalent	\$298.00 per hour
• Front end loader with operator	1 ¼ yard	\$240.00 per hour
	5 yard	\$270.00 per hour
• Skid Steer with operator, all attachments		\$275.00 per hour
• Excavator with operator		\$303.00 per hour
• Gradeall with operator		\$292.00 per hour
• Road widener with operator		\$315.00 per hour
• 10-Wheel dump truck with driver		\$136.00 per hour
• Trailer truck with driver		\$150.00 per hour

Fire Suppression

Gannon Fire Sprinkler

Annual Inspection

▪ Town Hall	\$150.00
▪ Kids Klub	\$250.00
▪ Library	\$150.00
▪ Police	\$250.00
▪ Fire #2	\$150.00
▪ Senior Center	\$250.00
▪ Coombs School	\$150.00
▪ Quashnet School	\$150.00
▪ High/Middle School	\$150.00

Service

▪ Technician	\$130.00 per hour
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Guardrail

Bartlett Consolidated

• Wood Guardrail	\$51.00 per linear foot
• SS Guardrail	\$61.00 per linear foot
• SS Terminal Ends	\$70.00 each
• ASTM A-606-91a Guardrail	\$66.00 per linear foot
• ASTM Terminal Ends	\$82.00 each

Pulverizing

Murray Paving & Reclamation

\$1.88/square yard

Stone

PA Landers

• 1 ½ inch crushed stone, delivered	\$38.00 per ton
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These bids are the first year of a two year bid.

Please do not hesitate to contact me if you have any questions on any of these recommendations.

**Town of Mashpee
Bid Opening
Catch Basin Cleaning
May 30, 2023**

Catch Basin Cleaning	Leo Vigeant Co., Inc.	
	FY24	FY25
Each	\$17.23	\$17.23

**Town of Mashpee
Bid Opening
Cold Planing
Tuesday, May 30, 2023**

	Lawrence Lynch Corp.	
	FY24	FY25
Per Square Yard	\$3.15	\$3.30

**Town of Mashpee
Bid Opening
Drainage Structures
Tuesday, May 30, 2023**

	Acme-Shorey Precast	
	FY24	FY25
1,000 Gallon Basins		
Solid	\$900.00	\$990.00
Leaching	\$887.00	\$975.00
Leaching, offset	\$888.00	\$976.00
4 x 4 Galley	\$410.00	\$463.00
Gutter Inlet	\$295.00	\$324.00
42" Sq. Risers		
4"	\$112.00	\$123.00
6"	\$121.00	\$133.00
10"	\$148.00	\$163.00
Frame & Cover	N/B	N/B
Frame & Grate	N/B	N/B

**Town of Mashpee
Bid Opening Minutes
Electrical Services
Tuesday, May 30, 2023**

	Bayside Electrical	
	FY24	FY25
Master Electrician, per hour	\$135.00	\$135.00
Journeyman, per hour	\$135.00	\$135.00
Apprentice, per hour	\$85.00	\$85.00
Bucket Truck, per hour	\$85.00	\$85.00

**Town of Mashpee
Bid Opening
Equipment Rental (per hour)
Tuesday, May 30, 2023**

	Lawrence Lynch	
	FY24	FY25
Backhoe with operator		
¼ yard	\$225.00	\$230.00
1 ¼ yard	\$305.00	\$315.00
Bulldozer with operator		
D-4 or equiv	\$262.00	\$270.00
D-9 or equiv	\$298.00	\$305.00
Front Loader with operator		
1 ¼ yards	\$240.00	\$247.00
5 yards	\$270.00	\$278.00
Skid Steer with operator, all attachments	\$275.00	\$282.00
Excavator with operator	\$303.00	\$310.00
Gradeall, with operator	\$292.00	\$300.00
Road Widener with operator	\$315.00	\$325.00
10-Wheel Dump Truck with Operator	\$136.00	\$140.00
Trailer Truck with Operator	\$150.00	\$154.00

Town of Mashpee
Bid Opening
Fire Suppression Inspection and Service
Tuesday, May 30, 2023

	<i>Gannon Fire Sprinkler</i>	
Annual Sprinkler System Inspection	<i>FY24</i>	<i>FY25</i>
Town Hall	\$150.00	\$150.00
Kids Klub	\$250.00	\$250.00
Library	\$150.00	\$150.00
Police	\$250.00	\$250.00
Fire & Rescue	\$250.00	\$250.00
Senior Ctr	\$250.00	\$250.00
Fire #2	\$150.00	\$150.00
Middle/High School	\$150.00	\$150.00
Quashnet School	\$150.00	\$150.00
KC Coombs School	\$150.00	\$150.00
Service, per hr	\$130.00	\$130.00

Town of Mashpee
Bid Opening Minutes
Installation of Guardrail
 Tuesday, May 30, 2023

	Bartlett Consolidated	
	FY24	FY25
<u>Wood Guardrail, plf</u>	\$51.00	\$55.00
<u>SS Guardrail, plf</u>	\$61.00	\$65.00
Terminal Ends, <i>each</i>	\$70.00	\$75.00
<u>ASTM A-606-91a Guardrail, plf</u>	\$66.00	\$70.00
Terminal Ends, <i>each</i>	\$82.00	\$87.00

Town of Mashpee
Bid Opening
Pulverizing
Tuesday, May 30, 2023

	Murray Paving and Reclamation	
	FY24	FY25
Per Square Yard	\$1.88	\$1.98

**Town of Mashpee
Bid Opening
Purchase of Stone
Tuesday, May 30, 2023**

	PA Landers		G. Lopes	
	FY24	FY25	FY24	FY25
Stone Per Ton				
1 ½" crushed stone-delivered	\$33.25	\$34.75	\$38.00	\$39.70



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

MEMORANDUM

May 24, 2023

TO: Select Board
Rodney Collins, Town Manager

FROM: Catherine Laurent, Director *CL*

SUBJECT: Recommendations for Award of Contracts for Annual Bids (Extension)

The Department of Public Works recommends that contracts for the following annual bids be extended for FY24:

Bid Item	Contractor	Price
Alarm Monitoring/Inspection	Cape Cod Alarm	
<u>Monitoring/Annual Inspection</u>		
• Town Hall		\$51.00/\$665.00
• Archives		\$26.00/\$325.00
• Recreation		\$26.00/\$325.00
• Kids Klub		\$26.00/\$325.00
• Library		\$46.00/\$590.00
• Police		\$26.00/\$325.00
• Fire #1		\$26.00/\$325.00
• Fire #2		\$26.00/\$325.00
• Senior Center		\$46.00/\$590.00
• Coombs School		\$46.00/\$590.00
• Quashnet School		\$46.00/\$590.00
• High/Middle School		\$46.00/\$590.00
• <u>Service:</u> Technician		\$145.00 per hour
Apprentice		\$0 per hour
Chip Seal	All States Asphalt, Inc.	\$5.69 per square yard
Cracksealing	Superior Sealcoat, Inc.	
• Asphalt Fiber		\$10.55 per gallon
• Modified Asphalt Fiber		\$11.34 per gallon
Elevator Inspections and Service	BBE Corporation	
• Quarterly Inspection		\$75.00 per location

- Annual State Inspection, excluding permit fee \$800.00 per location
- Service \$200.00 per hour

Generator PM and Service

South Shore Generator

- Town Hall \$450.00 per year
- DPW \$450.00 per year
- Police \$450.00 per year
- Fire 1 \$450.00 per year
- Fire 2 \$450.00 per year
- Coombs School \$450.00 per year
- Quashnet School \$450.00 per year
- High/Middle School \$450.00 per year
- Breezy Acres Pump Station \$450.00 per year
- Service \$125.00 per hour

HVAC Service and Repair

Mechanical Air Controls

\$99.00 per hour

Line Painting

Markings, Inc.

Paint

4"

\$0.069 per foot

6"

\$0.095 per foot

Arrows & legends

\$1.95 per square foot

Stop bars & crosswalks

\$0.63 per foot

Thermoplastic

4"

\$0.51 per foot

6"

\$0.75 per foot

Arrows & legends

\$6.25 per square foot

Stop bars & crosswalks

\$3.79 per foot

Recessed Markers

\$37.95 each

Paving & Related Work

Lawrence Lynch Corp.

- Bituminous Concrete \$121.00 per ton
- Bituminous Concrete, with tack \$127.00 per ton
- Porous Pavement \$159.00 per foot
- Box Work \$157.00 per ton
- Handwork, < 30 tons \$283.00 per ton
- Handwork, ≥ 30 tons \$205.00 per ton
- Catch Basin Adjustment \$488.00 each
- Cold Patch, picked up \$132.00 per ton
- Hot Mix, picked up \$86.00 per ton
- Grader (CAT 14 or equiv), with Operator \$267.00 per hour
- Vibratory Roller, with Operator \$210.00 per hour
- Skid Steer, with Cold Planing Attachment, with Operator \$294.00 per hour
- Foreman, with Equipment and Vehicle \$152.00 per hour
- Laborer, with Equipment \$103.00 per hour

Plumbing		JSP Plumbing & Heating Corp.
• Master Plumber/Journeyman		\$150.00 per hour
• Apprentice		\$100.00 per hour
Purchase & Delivery of Sand	Cape Cod Aggregates	\$17.50 per ton
Street Sweeping		Millennium Maintenance & Power Sweeping
• Broom and Vacuum		\$957.35 per day
		\$4,786.75 per week
MMHS WWTF		Weston & Sampson, Inc.
▪ Daily Operation		\$53,100.00 per year
▪ Police Station Pump Station		\$1,200.00 per year
▪ Breezy Acres Pump Station		\$1,200.00 per year
▪ Chief Operator		\$105.00 per hour
▪ Mechanic		\$110.00 per hour
▪ Project Manager		\$165.00 per hour
▪ Electrician		\$115.00 per hour
▪ Compliance		\$105.00 per hour

These bids are the last year of a two or three year bid.

Please do not hesitate to contact me if you have any questions on any of these recommendations



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

MEMORANDUM

May 24, 2023

TO: Select Board
Rodney Collins, Town Manager

FROM: Catherine Laurent, Director *CL*

RE: Recommendation for Award of Annual Contract – Purchase of Diesel and Gasoline

Description

The Town solicits bids for purchase of fuel through a regional bid with other municipalities in Barnstable County. Bids were opened on April 11, 2023. Attached are the results.

Background

The Town awards a contract annually for the purchase of diesel and gasoline for the fuel depot at DPW. All Town vehicles use the fuel depot.

Recommendation

I recommend that the Board of Selectmen award a contract for FY24 for purchase of fuel as follows:

- | | | |
|----------------|-----------------------------|------------------------------------|
| ▪ For Gasoline | Sprague Operating Resources | Fixed Price of \$3.1107 per gallon |
| ▪ For Diesel | Sprague Operating Resources | Fixed Price of \$2.949 per gallon |

The above were the lowest qualified bidder for each product.

NOTE: The above prices are for supply and delivery only. The Town would still be responsible for paying state tax and fees.

NOTE: Because of the volatility of the markets, an immediate acceptance or rejection of the bids was required. The Town Manager has technically already accepted the bids on behalf of the Town.

Pros and Cons

Award of a contract through a competitive county bid process allows the Town to secure the best fuel prices.

#	Items	ATLANTIC PETROLEUM				MIT Enterprises Inc				Sprague Operating Resources LLC			
		Quantity	FY21 Price	FY22 Price	FY23 Price	Fixed Price	OE Diff	Fixed Price	OE Diff	Fixed Price	OE Diff	Fixed Price	OE Diff
1	Gasoline												
#1-1	Section 1: Barnstable DPW	55000	0.0000	2.3325	4.4129	\$ 4.4	\$ 0.35	\$ 0.85	No Bid	No Bid	No Bid	\$ 3.1097	\$ 0.2832
#1-2	Section 2: Barnstable Police Department	80000	0.0000	2.3415	4.4219	\$ 4.4	\$ 0.35	\$ 0.85	No Bid	No Bid	No Bid	\$ 3.1297	\$ 0.3032
#1-3	Section 3: Barnstable Golf Courses	10000	0.0000	2.2623	4.5000	\$ 4.5	\$ 0.6	\$ 0.85	No Bid	No Bid	No Bid	\$ 3.4707	\$ 0.6442
#1-4	Section 4: Barnstable Municipal Airport	12000	0.0000	2.3725	4.4459	\$ 4.5	\$ 0.35	\$ 0.85	No Bid	No Bid	No Bid	\$ 3.1407	\$ 0.3142
#1-5	Section 5: Barnstable School Department	25000	0.0000	2.4325	4.5000	\$ 4.5	\$ 0.4	\$ 0.85	No Bid	No Bid	No Bid	\$ 3.2007	\$ 0.3742
#1-6	Section 7: Town of Bourne	60000	1.0190	2.3325	4.4359	\$ 4.5	\$ 0.35	\$ 0.85	No Bid	No Bid	No Bid	\$ 3.1297	\$ 0.3032
#1-7	Section 8: Town of Brewster	42000	1.0770	2.3725	4.4659	\$ 4.4	\$ 0.36	\$ 0.85	\$ 1	\$ 0.36	\$ 1	\$ 3.1707	\$ 0.3442
#1-8	Section 9: Centerville/Osterville Fire	20000	0.0000	0.0000	4.4959	\$ 4.5	\$ 0.4	\$ 0.85	No Bid	No Bid	No Bid	\$ 3.2007	\$ 0.3742
#1-9	Section 10: Town of Chatham	31000	1.0490	2.3325	4.4259	\$ 4.4	\$ 0.35	\$ 0.85	\$ 1	\$ 0.36	\$ 1	\$ 3.1207	\$ 0.2942
#1-10	Section 11: Town of Dennis	63500	1.0590	2.3325	4.4359	\$ 4.4	\$ 0.35	\$ 0.85	\$ 1	\$ 0.36	\$ 1	\$ 3.1307	\$ 0.3042
#1-11	Section 13: Town of Eastham	0	1.0690	0.0000	4.4359	\$ 4.4	\$ 0.35	\$ 0.85	No Bid	No Bid	No Bid	\$ 3.1507	\$ 0.3242
#1-12	Section 14: Town of Falmouth	100000	1.0100	2.2925	4.3729	\$ 4.35	\$ 0.22	\$ 0.85	No Bid	No Bid	No Bid	\$ 3.0697	\$ 0.2432
#1-13	Section 15: Town of Harwich	51000	1.0490	2.3330	4.4259	\$ 4.4	\$ 0.33	\$ 0.85	\$ 1	\$ 0.36	\$ 1	\$ 3.1207	\$ 0.2942
#1-14	Section 16: Hyannis Fire District (mid-grade)	5800	0.0000	2.6825	4.4959	\$ 4.4	\$ 0.4	\$ 0.85	No Bid	No Bid	No Bid	\$ 3.2507	\$ 0.3717
#1-15	Section 17: Town of Mashpee	50000	1.0490	2.3325	4.4259	\$ 4.4	\$ 0.3	\$ 0.85	No Bid	No Bid	No Bid	\$ 3.1107	\$ 0.2842
#1-16	Section 18: Town of Orleans	35000	1.0590	2.3525	4.4409	\$ 4.4	\$ 0.3	\$ 0.85	No Bid	No Bid	No Bid	\$ 3.1407	\$ 0.3142
#1-17	Section 19: Town of Sandwich	84500	1.0490	2.3415	4.4459	\$ 4.35	\$ 0.33	\$ 0.85	No Bid	No Bid	No Bid	\$ 3.1407	\$ 0.3142
#1-18	Section 20: Town of Truro	20000	0.0000	0.0000	4.4559	\$ 4.35	\$ 0.35	\$ 0.85	No Bid	No Bid	No Bid	\$ 3.1607	\$ 0.3342
#1-19	Section 21: Upper Cape Regional Technical	6500	1.0490	2.3325	4.4259	\$ 4.35	\$ 0.35	\$ 0.85	No Bid	No Bid	No Bid	\$ 3.1207	\$ 0.2942
#1-20	Section 23: Town of Yarmouth	129100	0.0000	0.0000	4.4031	\$ 4.35	\$ 0.3	\$ 0.85	\$ 0.98	\$ 0.35	\$ 0.98	\$ 3.1002	\$ 0.2736
2	Diesel												
#2-1	Section 3: Barnstable Golf Courses	7000	0.0000	2.2900	4.5000	\$ 4.4	\$ 0.33	\$ 0.85	No Bid	No Bid	No Bid	\$ 3.309	\$ 0.5302
#2-2	Section 4: Barnstable Municipal Airport	12000	0.0000	2.2177	4.5000	\$ 4.4	\$ 0.18	\$ 0.85	No Bid	No Bid	No Bid	\$ 2.984	\$ 0.2052
#2-3	Section 5: Barnstable School Department	83000	0.0000	2.235	4.5000	\$ 4.4	\$ 0.15	\$ 0.85	No Bid	No Bid	No Bid	\$ 3.044	\$ 0.2652
#2-4	Section 6: Barnstable County Dredge	32500	0.0000	2.3677	4.5000	\$ 4.4	\$ 0.3	\$ 0.85	No Bid	No Bid	No Bid	\$ 3.164	\$ 0.3852
#2-5	Section 7: Town of Bourne A	60000	1.1851	2.2177	4.5000	\$ 4.4	\$ 0.15	\$ 0.85	No Bid	No Bid	No Bid	\$ 2.973	\$ 0.1942
#2-6	Section 7: Town of Bourne (B&C)	55000	1.4026	2.2900	4.5000	\$ 4.4	\$ 0.45	\$ 0.85	No Bid	No Bid	No Bid	\$ 3.1117	\$ 0.4829
#2-7	Section 8: Town of Brewster	35750	1.2499	2.2525	4.5000	\$ 4.4	\$ 0.15	\$ 0.85	\$ 1	\$ 0.38	\$ 1	\$ 3.009	\$ 0.2302
#2-8	Section 9: Centerville/Osterville/MM Fire	18000	0.0000	0.0000	4.5000	\$ 4.4	\$ 0.33	\$ 0.85	No Bid	No Bid	No Bid	\$ 3.044	\$ 0.3952
#2-9	Section 10: Town of Chatham	28500	1.2486	2.2512	4.5000	\$ 4.4	\$ 0.16	\$ 0.85	\$ 5	\$ 0.17	\$ 0.95	\$ 2.964	\$ 0.1852
#2-10	Section 11: Town of Dennis	49800	1.2336	2.262	4.5000	\$ 4.4	\$ 0.16	\$ 0.85	\$ 5	\$ 0.19	\$ 0.97	\$ 2.974	\$ 0.1952
#2-11	Section 12: Dennis Water District	5000	1.2451	2.2477	4.5000	\$ 4.4	\$ 0.16	\$ 0.85	\$ 5	\$ 0.22	\$ 1	\$ 2.974	\$ 0.1952
#2-12	Section 13: Town of Eastham	0	1.2351	0.0000	4.5000	\$ 4.4	\$ 0.16	\$ 0.85	\$ 5	\$ 0.18	\$ 0.96	\$ 2.994	\$ 0.2152
#2-13	Section 14: Town of Falmouth	65000	1.1751	2.1777	4.5000	\$ 4.4	\$ 0.16	\$ 0.85	No Bid	No Bid	No Bid	\$ 2.913	\$ 0.1342
#2-14	Section 15: Town of Harwich	110000	1.2359	2.2385	4.5000	\$ 4.4	\$ 0.16	\$ 0.85	\$ 5	\$ 0.17	\$ 0.95	\$ 2.964	\$ 0.1852
#2-15	Section 16: Hyannis Fire District	12500	0.0000	2.2900	4.5000	\$ 4.4	\$ 0.2	\$ 0.85	No Bid	No Bid	No Bid	\$ 3.044	\$ 0.2652
#2-16	Section 17: Town of Mashpee	16000	1.2251	2.2277	4.5000	\$ 4.4	\$ 0.16	\$ 0.85	No Bid	No Bid	No Bid	\$ 2.949	\$ 0.1702
#2-17	Section 18A: Town of Orleans	16500	1.2351	2.2377	4.5000	\$ 4.4	\$ 0.16	\$ 0.85	\$ 5	\$ 0.17	\$ 0.95	\$ 2.984	\$ 0.2052
#2-18	Section 18B: Town of Orleans	1900	0.0000	0.0000	4.5000	\$ 4.4	\$ 0.25	\$ 0.85	\$ 6	\$ 0.6	\$ 1.1	\$ 3.034	\$ 0.2552
#2-19	Section 19: Town of Sandwich	41600	1.2342	2.2368	4.5000	\$ 4.4	\$ 0.2	\$ 0.85	No Bid	No Bid	No Bid	\$ 2.984	\$ 0.2052
#2-20	Section 20: Town of Truro	12000	0.0000	0.0000	4.5000	\$ 4.4	\$ 0.35	\$ 0.85	\$ 5	\$ 0.32	\$ 0.98	\$ 2.999	\$ 0.3952
#2-21	Section 21: Upper Cape Regional Technical	6500	1.2151	2.2177	4.5000	\$ 4.4	\$ 0.16	\$ 0.85	No Bid	No Bid	No Bid	\$ 2.964	\$ 0.1852
#2-22	Section 22: Town of Wellfleet	19500	1.4251	2.2900	4.5000	\$ 4.4	\$ 0.4	\$ 0.85	No Bid	No Bid	No Bid	\$ 3.264	\$ 0.4852
#2-23	Section 23: Town of Yarmouth	55800	0.0000	0.0000	4.5000	\$ 4.4	\$ 0.15	\$ 0.85	\$ 5	\$ 0.16	\$ 0.94	\$ 2.9426	\$ 0.1638
#2-24	Section 1: Barnstable DPW	52300	0	0	0	\$ 4.4	\$ 0.17	\$ 0.85	No Bid	No Bid	No Bid	\$ 2.948	\$ 0.1692



Town of Mashpee

Department of Public Works

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

MEMORANDUM

May 25, 2023

TO: Select Board
Rodney Collins, Town Manager

FROM: Catherine Laurent, Director *CL*

RE: Recommendation for Award of Annual Contract for Operation of the Transfer Station, Hauling of Recyclables

Description

The Town contracts for daily operation of the Transfer Station as well as the hauling of recyclables/bulky waste to processing facilities.

Background

In the past, the Town has issued an RFB for operation of the Transfer Station. The RFB is advertised in the Cape Cod Times, the Central Register, and COMM Buys. As the Town has only received one bid from the current vendor during the last several bid cycles, a direct negotiation with the Gotta Do Contracting LLC was undertaken instead of issuing a new RFB. Solid waste services is one of the exemptions under state statute from the normal procurement process.

Recommendation

I recommend that a contract be awarded to **Gotta Do Contracting LLC** of Jordan, NY for FY24 as follows:

Operation	\$502,234.00
Hauling of Recyclables to:	
Westport	\$344.08 single/\$687.10 double
Mansfield	\$383.05 single/\$742.96 double
Bourne	\$274.84 single/\$485.95 double
Dennis	\$274.84 single/\$485.95 double
UCRTS	\$150.00 trailer

The hauling would be subject to a fuel surcharge based on the roundtrip miles for each location (Westport 100 miles; Mansfield 116 miles; Bourne 32 miles; Dennis 42 miles, UCRTS 10 miles). See attached.

The contract amounts were adjusted over the FY23 contract by the April CPI (4.9%).

Pros and Cons

The Town does not currently have the personnel or own the equipment needed for operation and hauling, therefore contracting for this service is necessary.



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



Public Health
Prevent. Promote. Protect.

March 14th 2023

To:
Town of Mashpee Board of Selectmen
Mashpee Town Manager

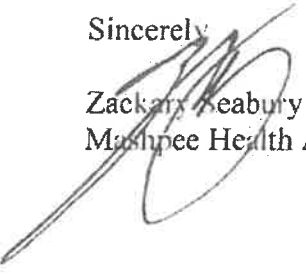
Re: 2023 Mashpee Cesspool Study

The Mashpee Health Department was tasked with finding, through the town records, how many cesspools are in the Town of Mashpee. The Town of Mashpee consists of more than 10,000 residential location including single family homes, multi-family homes, apartment buildings, assisted living building etc. which are serviced by private septic systems, shared septic systems or sewer plants.

It was found that there are 179 cesspools in the Town of Mashpee per the Towns records. This is about 1.79% of the systems in Mashpee. Of the 179 Cesspools, 103 are within 300 feet of a waterway and 43 of the 103 are within 100 feet of a waterway.

Cesspool Definition - A pit with open-jointed linings or holes in the bottom and/or sidewalls into which raw sewage is discharged, the liquid portion of the sewage being disposed of by seeping or leaching into the surrounding soils, and the solids or sludge being retained in the pit.

Sincerely,


Zackary Keabury R.S.
Mashpee Health Agent



Town of Mashpee

*16 Great Neck Road North
Mashpee, Massachusetts 02649*

MEMORANDUM

Date: May 18, 2023

TO: Rodney Collins – Town Manager

FROM: Craig Mayen - Treasurer/Tax Collector

CC: Wayne Taylor- Assistant Town Manager, Dawn Thayer- Finance Director

RE: Interim Loans

I am requesting that I be placed on the June 5th Select Board meeting agenda for the purposes of the Select Board vote to approve the interim loans with the State Revolving Fund. This is necessary for the Town of Mashpee to be reimbursed for Phase 1 of the Sewer project.

I will have documents for the Select Board to sign after the meeting.

Please let us know if you have any questions.

Thank you.



No. 1

\$6,450,000

United States of America
The Commonwealth of Massachusetts

TOWN OF MASHPEE
INTERIM LOAN NOTE

PRINCIPAL AMOUNT: Six Million Four Hundred Fifty Thousand Dollars

The Town of Mashpee, Massachusetts (the "Borrower"), for value received, promises to pay to the Massachusetts Clean Water Trust (the "Trust"), upon presentation and surrender hereof, the Principal Amount specified above, or such lesser amount as shall have been advanced from time to time to the Borrower on account of this note in accordance with the Financing Agreement hereinafter referred to, on the Closing Date (as defined in the Financing Agreement) at the principal corporate trust office of U.S. Bank Trust Company, National Association, in the City of Boston, Massachusetts. The date and amount of each advance made on account of this note shall be endorsed on the Schedule of Advances attached hereto by an authorized officer of the Trust. No interest shall accrue and be payable on the Principal Amount of this note.

This note is issued pursuant to Chapter 29C and Chapter 44 of the General Laws as amended for the purpose of financing costs of a water pollution abatement project in anticipation of the proceeds of a loan to the Borrower under and pursuant to Financing Agreement No. CWP-21-16-A dated as of January 11, 2023 as amended between the Trust and the Borrower (the "Financing Agreement"). This note shall mature on the Closing Date (as defined in the Financing Agreement) and is a general obligation of the Borrower and the full faith and credit of the Borrower are pledged to the payment of the principal of this note.

Dated: May 15, 2023

TOWN OF MASHPEE, MASSACHUSETTS

By: _____
Treasurer

Countersigned:

Select Board

(TOWN SEAL)

SCHEDULE OF ADVANCES

<u>Date</u>	<u>Amount</u>	<u>Signature of Authorized Officer of the Trust</u>

No. 1

\$47,300,000

United States of America
The Commonwealth of Massachusetts

TOWN OF MASHPEE
INTERIM LOAN NOTE

PRINCIPAL AMOUNT: Forty-Seven Million Three Hundred Thousand Dollars

The Town of Mashpee, Massachusetts (the "Borrower"), for value received, promises to pay to the Massachusetts Clean Water Trust (the "Trust"), upon presentation and surrender hereof, the Principal Amount specified above, or such lesser amount as shall have been advanced from time to time to the Borrower on account of this note in accordance with the Financing Agreement hereinafter referred to, on the Closing Date (as defined in the Financing Agreement) at the principal corporate trust office of U.S. Bank Trust Company, National Association, in the City of Boston, Massachusetts. The date and amount of each advance made on account of this note shall be endorsed on the Schedule of Advances attached hereto by an authorized officer of the Trust. No interest shall accrue and be payable on the Principal Amount of this note.

This note is issued pursuant to Chapter 29C and Chapter 44 of the General Laws as amended for the purpose of financing costs of a water pollution abatement project in anticipation of the proceeds of a loan to the Borrower under and pursuant to Financing Agreement No. CWP-21-16 dated as of January 11, 2023 as amended between the Trust and the Borrower (the "Financing Agreement"). This note shall mature on the Closing Date (as defined in the Financing Agreement) and is a general obligation of the Borrower and the full faith and credit of the Borrower are pledged to the payment of the principal of this note.

Dated: May 15, 2023

TOWN OF MASHPEE, MASSACHUSETTS

By: _____
Treasurer

Countersigned:

Select Board

(TOWN SEAL)

SCHEDULE OF ADVANCES

<u>Date</u>	<u>Amount</u>	<u>Signature of Authorized Officer of the Trust</u>

(Please Note: The following statements are an essential part of the permanent note record. Read them carefully before signing this certificate. Advise Locke Lord LLP of any inaccuracy.)

Town of Mashpee, Massachusetts

\$47,300,000 Interim Loan Note and \$6,450,000 Interim Loan Note

CERTIFICATE

We, the members of the Select Board and the Treasurer of the Town of Mashpee, Massachusetts (the "Town"), certify that we have signed the (i) \$47,300,000 0 percent Interim Loan Note and (ii) \$6,450,000 0 percent Interim Loan Note (together, the "Notes") of the Town each dated May 15, 2023 and payable on the Closing Date. The Notes bear the Town seal, which is also affixed to this certificate.

We further certify that (i) Financing Agreement No. CWP-21-16 and (ii) Financing Agreement No. CWP-21-16-A each as amended with the Massachusetts Clean Water Trust (the "Trust"), each dated as of January 11, 2023 providing for the Interim Loans evidenced by the Notes, and the Project Regulatory Agreements with the Department of Environmental Protection dated as of October 1, 2022 relating to the Projects financed by the Notes have been signed by the Treasurer or other duly authorized Town official and we hereby confirm those Agreements. Capitalized terms used in this certificate and not otherwise defined shall have the same meanings given those terms in the Financing Agreement and Chapter 29C of the General Laws (the "Enabling Act"). The Financing Agreements and the Project Regulatory Agreements are sometimes referred to collectively in this certificate as the "Agreements".

We, the members of the Select Board of the Town, certify that we have authorized the use of any facsimiles of our signatures that may be printed on the Notes.

We, the members of the Select Board and the Treasurer, also certify as follows:

1. Authority. The Note is issued pursuant to the Enabling Act, Chapter 44 of the General Laws (the "Applicable Bond Act") and a vote of the Town passed May 3, 2021 (Article 7) and excluded from the limitations of Proposition 2 1/2, so-called on May 8, 2021 (Question 1), which authorized a total borrowing of \$54,000,000.

Execution of the Agreements was further authorized by a vote of the Select Board passed June 5, 2023 (the "Select Board Vote").

2. Other Debt. No other debt has been incurred under those votes of the Town except for \$250,000 bond anticipation notes dated May 12, 2022, renewed May 12, 2023 and payable February 1, 2024.

3. Representations under Section 2 of the Terms and Conditions to the Massachusetts Clean Water Trust Financing Agreements.

(i) The Town is a Local Governmental Unit as defined in the Enabling Act with full legal right and authority under the Enabling Act and the Applicable Bond Act to authorize, execute and deliver the Agreements, to execute, issue and deliver the Notes, to undertake the Project, to operate its System and to carry out and consummate all transactions contemplated by the foregoing.

(ii) The Town has duly and validly authorized the execution and delivery of the Agreements and the Notes and all approvals, consents and other governmental proceedings necessary for the execution and delivery of any of the foregoing or required to make them the legally binding obligations of the Town that they purport to be in accordance with their terms have been obtained or made.

(iii) No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the Trust and the Department of Environmental Protection in the Application, is pending or, to our knowledge, threatened seeking to restrain or enjoin the execution or delivery or performance of any of the Agreements or the Notes or the construction or operation of the Projects; or contesting or adversely affecting the validity of the Agreements or the Notes or the power of the Town to assess and collect taxes, rates and charges to pay the Payments and all other costs and expenses of the Projects and the System; and neither the corporate existence of the Town nor the title to office of any of us or any other Authorized Officer of the Town executing the Agreements or the Notes is being contested.

(iv) The authorization, execution and delivery of each of the Agreements and the Notes, and performance of each of them, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Town is a party or by which it or any of its properties is bound.

(v) The Financing Agreements and the Notes are valid general obligations of the Town, for the payment of which its full faith and credit are pledged, enforceable in accordance with their terms and the terms of the Enabling Act and the Applicable Bond Act, and payable as to principal, premium, if any, and interest, if any, (to the extent not paid from other sources) from taxes which may be levied upon all taxable property within the territorial boundaries of the Town, without limit as to rate or amount.

4. No Default. As of this date, no Event of Default or Default, as applicable, and no event which with the passage of time or the giving of notice may become or may be declared to be an Event of Default or a Default, has happened and is continuing under either of the Agreements.

5. Loan Questionnaires. The statements and information set forth in the Loan Questionnaires submitted by the Town to the Trust in connection with the Interim Loans are true and correct in all material respects on this date as if made on this date.

6. Special Conditions. The Town hereby acknowledges the special conditions set forth in Exhibit C to the Project Regulatory Agreements and Schedule B to the Financing Agreements and the Town has satisfied or expects to satisfy all of such conditions and is not aware of any circumstances adversely affecting its expectation of satisfying those conditions.

7. Use of Project and Note Proceeds.

(a) Reimbursement. The proceeds of the Notes may be used, in part, to reimburse the Town for capital expenditures previously made for the Projects. Any such expenditures were made pursuant to G.L. c. 44, §20A and the rules and regulations of the State Director of Accounts and any such expenditure was documented by a "Report of Advance of Funds in Lieu of Borrowing" filed with the Director. Any such expenditures were made within 18 months prior to this date. At the time of the filing of any report referred to above the Town reasonably expected to reimburse the expenditures with the proceeds of a borrowing.

(b) Prior Bonds or Notes. No proceeds of the Notes will be used to pay or retire any bonds, notes or other evidence of indebtedness previously issued by the Town.

(c) No Sale of Project. The Town does not expect to sell any Projects prior to repayment of the Notes.

(d) Use in Trade or Business. Not more than 5% of the gross proceeds of the Notes are to be used (directly or indirectly) in any trade or business carried on by any person other than a state or local governmental unit. (Use in a trade or business includes all activities carried on by the federal government (including its agencies and instrumentalities), by so-called Section 501(c)(3) organizations and by all other nongovernmental entities other than natural persons, but does not include use as a member of or on the same basis as the general public.) The Town does not have or plan to have any contract or other arrangement not applicable to the general public under which a party, other than the Commonwealth or a local governmental unit, is to have the use of the Projects or is to make payments based on costs of the Projects rather than system costs.

(e) Private Loans. None of the gross proceeds of the Notes are to be used by the Town directly or indirectly to make or finance loans to others. (The foregoing representation does not preclude the financing of a Project whose costs are to be paid by betterment assessments over a period of years.)

We, the members of the Select Board, the Treasurer and the Town Clerk, further certify as follows:

(a) Authorization, Execution and Delivery of Documents. The Financing Agreement, the Project Regulatory Agreement and the Notes have been duly authorized, executed and delivered. None of those instruments has been amended or supplemented since its date (except such amendments or supplements which have been approved by the Trust or the Department, as applicable) or repealed and each such instrument remains in full force and effect as of this date.

(b) Open Meeting Law. Except for the town meeting called pursuant to G.L. c.39, §10, all proceedings essential to the issue of the Notes and the authorization of the bonds and deliberations of a quorum relating thereto have been taken at a meeting or meetings open to the public; notice of each such meeting was filed in my office and publicly posted in the time and manner set forth in the General Laws, as amended, in effect at the time of each such meeting (Chapter 39, §23B for proceedings occurring prior to July 1, 2010 and Chapter 30A, §§18-25 for proceedings occurring on or after July 1, 2010) or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b); no deliberations, decision or vote in connection with the Notes or bonds were taken in executive session and no vote was taken by secret ballot; and the official record of each such meeting was made available to the public and remains available to the public as set forth in G.L. c.39, §23B or c.30A, §§18-25, as amended.

(c) Signatures and Incumbency. The signatures of the members of the Select Board and the Treasurer as appearing below are the genuine, electronic, or facsimile signatures of the persons who held those offices when the Agreements and the Notes were signed and when they were delivered.

(d) Proceedings. No proceeding essential to the execution, delivery or issue of the Agreements and the Notes has been repealed or amended except as stated in paragraph (1) above, and no proceedings have been taken relating to the Agreements and the Notes other than those certified to Locke Lord LLP.

(e) Bylaws. The bylaws or votes described below are the only bylaws or standing votes of the Town affecting the authorization, sale or issue of the Notes, or the authorization, execution or delivery of the Agreements, and there has been no change therein affecting those matters in any way except as may be indicated below:

General Bylaws of the Town of Mashpee, 2020, updated through the October 19, 2020 town meeting.

(f) Home Rule. The Town has not amended its home rule charter adopted May 8, 2004, as revised through May 16, 2015, and the Town has not amended or repealed any special law relating to the Town through the use of home rule procedures except by adoption of the charter.

(g) Development Districts. The Town has not established any development districts pursuant to G.L. c.40Q.

(h) Select Board Vote. Attached hereto is a true copy of the Select Board Vote, which has not been amended or repealed and remains in full force and effect on this date.

[The balance of the page is intentionally left blank.]

8. Execution of Counterparts and Delivery by Electronic Means. This certificate, as well as any other certificates or documents relating to the Notes (collectively, the "Documents"), may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document. Delivery of an executed counterpart of a signature page to a Document by electronic mail in a ".pdf" file or by other electronic transmission shall be as effective as delivery of a manually executed counterpart signature page to such Document. Electronic signatures on any of the Documents shall be deemed original signatures for the purposes of the Documents and all matters relating thereto, having the same legal effect as original signatures.

Dated: _____
(Date of delivery of and
payment for the Notes - to
be left blank until delivery)

Treasurer

Town Clerk

Select Board

(Town Seal)

VOTE OF THE SELECT BOARD

I, the Clerk of the Select Board of the Town of Mashpee, Massachusetts, certify that at a meeting of the board held June 5, 2023, of which meeting all members of the board were duly notified and at which a quorum was present, the following vote was passed, all of which appears upon the official record of the board in my custody:

- VOTED:
- (1) that the Town shall issue a bond or bonds in an aggregate principal amount not to exceed \$54,000,000 (the "Bonds") pursuant to Chapters 29C and 44 of the General Laws and votes of the Town passed May 3, 2021 (Article 7) and excluded from the limitations of Proposition 2 1/2, so-called on May 8, 2021 (Question 1), for planning or construction of sewers and other water pollution control abatement infrastructure (the "Project");
 - (2) that in anticipation of the issuance of the Bonds the Treasurer is authorized to issue an interim loan note or notes (the "Notes") from time to time in an aggregate principal amount not to exceed \$54,000,000;
 - (3) that each Bond or Note shall be issued as a single registered security, and sold to the Massachusetts Clean Water Trust (the "Trust") at a price determined pursuant to the Financing Agreement;
 - (4) that the Treasurer is authorized to determine the date, the form, the maximum interest rate and the principal maturities of each Bond and Note, and to execute a Financing Agreement (or Agreements) with the Trust with respect to the sale of the Bonds and Notes, such date, form and maturities and the specific interest rate or rates of the Bonds and Notes to be approved by a majority of the Select Board and the Treasurer and evidenced by their execution of the Bonds or Notes;
 - (5) that any certificates or documents relating to each Bond and Note (collectively, the "Documents"), may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document; delivery of an executed counterpart of a signature page to a Document by electronic mail in a ".pdf" file or by other electronic transmission shall be as effective as delivery of a manually executed counterpart signature page to such Document; and electronic signatures on any of the Documents shall be deemed original signatures for the purposes of the Documents and all matters relating thereto, having the same legal effect as original signatures;
 - (6) that all action taken to date by the Town and its officers and agents to carry out the Project and its financing, including the execution of any loan commitment or agreement by the Treasurer, are hereby ratified, approved and confirmed; and

- (7) that the Treasurer and the other appropriate Town officials are each hereby authorized to take any and all actions necessary or convenient to carry out the provisions of this vote, including execution and delivery of the Financing Agreement(s) and the Project Regulatory Agreement(s) relating to the Project.

I further certify that the vote was adopted at a meeting open to the public, that no vote was taken by secret ballot, that notice stating the place, date, time and agenda of the meeting (which agenda included the adoption of the above vote) was filed with the Town Clerk and a copy thereof posted in a manner conspicuously visible to the public at all hours in or on the municipal building that the office of the Town Clerk is located or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b), at least 48 hours, not including Saturdays, Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decisions in connection with the sale of the Bonds or Notes were taken in executive session, and that the official record of the meeting was made available to the public promptly and remains available to the public, all in accordance with G.L. c.30A, §§18-25, as amended. I further certify that the vote has not been amended, supplemented or revoked and remains in effect on this date.

Dated: June 5, 2023

Clerk of the Select Board

TERMS AND CONDITIONS
TO THE
MASSACHUSETTS CLEAN WATER TRUST
FINANCING AGREEMENT

The following Terms and Conditions are a part of and incorporated into each Financing Agreement (“Financing Agreement”) entered into by and between the Massachusetts Clean Water Trust (together with its successors and assigns, the “Trust”) and each borrower (“Borrower”) pursuant to which the Trust provides financial assistance.

Section 1. Definitions. All capitalized, undefined terms used in these Terms and Conditions and in the Financing Agreement shall have the same meanings given such terms in Section 1 of the Enabling Act and words importing the singular number shall include the plural number and vice versa. In addition, the following words and phrases shall have the following meanings:

“Additional Security” means any additional or special security for the Loan made or Local Governmental Obligations purchased by the Trust, and any moneys, revenues, property, or rights pledged, transferred, or otherwise made available to secure repayment of such Loan or Local Governmental Obligations, including any security agreement, resolution, indenture, trust agreement, pledge, deed, mortgage, or other instrument of security, all as described in Schedule B of the Financing Agreement;

“Administrative Fee” means the fee for the administrative expenses of the Trust relating to the Loan made or Local Governmental Obligations purchased by the Trust calculated as set forth in Schedule A of the Financing Agreement and payable on the Repayment Dates and in the amounts set forth in Schedule C of the Financing Agreement (as such schedule may be amended from time to time in accordance herewith);

“Applicable Authority” means the general or special laws of the Commonwealth or other governing instrument of the Borrower, identified in Schedule A of the Financing Agreement;

“Application” means an application submitted by the Borrower to the Trust and the Department for financial assistance for all or any part of the Costs of the Project, as more fully described in the related Project Approval Certificate;

“Authorized Officer” means the officer or officers of the Borrower, the Trust or the Department, as the case may be, identified in Schedule A of the Financing Agreement;

“Bond Purchase Obligation” shall have the meaning set forth in the recitals to the Financing Agreement;

“Bonds” means the bonds, if any, issued by the Trust that fund or are secured, in part, by the Loan made or Local Governmental Obligations purchased by the Trust and payments to be

made by the Borrower under the Financing Agreement, all as more fully described in the Master Trust Agreement and the applicable Supplemental Master Trust Agreement;

“Business Day” means any day other than a Saturday, a Sunday or any other day on which banks doing business in the Commonwealth are authorized or required to be closed for business;

“Closing Date” shall have the meaning given such term in Section 6 hereof;

“Code” means the Internal Revenue Code of 1986, as amended, and all Treasury Regulations promulgated thereunder to the extent applicable to the Loan, the Bonds or the Local Governmental Obligations;

“Continuing Disclosure Agreement” means the agreement, if any, between the Borrower and the Trust or, as applicable, the trustee under any Borrower’s bond resolution or trust agreement, as it may be amended from time to time, under which the Borrower agrees for the benefit of the owners of the Bonds to provide annual reports and notices of certain events in order to assist the underwriters of the Bonds to comply with the provisions of Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended;

“Department” means the Department of Environmental Protection of the Commonwealth, or any body, agency, officer, or other instrumentality of the Commonwealth that shall hereafter succeed to the powers, duties, and functions of the Department as they relate to the purposes of the Trust under the Enabling Act;

“DEP Regulations” means the regulations of the Department applicable to the Program appearing in 310 CMR 44.00 or 310 CMR 45.00, as applicable, in each case as such regulations may be amended from time to time;

“Discount Rate” means a rate of interest equal to the “Bond Buyer 20 Bond Index” rate on the date of the Department’s determination that certain costs of the Project are ineligible for financial assistance, pursuant to section 4(c) hereof;

“Drinking Water Revolving Fund” means the fund established and set up on the books of the Commonwealth in accordance with Section 2QQ of Chapter 29 of the General Laws of the Commonwealth;

“Enabling Act” means Chapter 29C of the General Laws, as amended from time to time, under which the Trust is organized and established for the purpose of assisting Eligible Borrowers in the Commonwealth to initiate, acquire, construct, improve, maintain and operate Water Pollution Abatement Projects and Drinking Water Projects;

“EPA” means the United States Environmental Protection Agency;

“Event of Default” means any of the events or circumstances specified in Section 9(a) hereof;

“Federal Act” means, as applicable, (i) Title VI of the Federal Water Pollution Control Act (Pub. L. 92-500, commonly known as the Clean Water Act), as amended by the Federal Clean Water Act of 1987 (Pub. L. 100-4), as the same may be further amended from time to time, and all regulations of the EPA applicable thereto as amended from time to time; or (ii) Title XIV of the Federal Public Health Service Act (commonly known as the Safe Drinking Water Act), as amended by the Safe Drinking Water Act Amendments of 1996 (Pub. L. 104-182), as the same may be further amended from time to time, and all regulations of the EPA applicable thereto as amended from time to time;

“Federal Capitalization Grant” means amounts provided to the Trust under one or more agreements between the Trust and the United States of America acting by and through the EPA to be applied in accordance with the applicable Federal Act to fund Loans made, or Local Governmental Obligation purchased, by the Trust:

“Fiscal Year” means the period beginning on July 1 in any year and ending on June 30 in the next succeeding year;

“Initial Obligation Amount” means the amount set forth as the Initial Obligation Amount in Schedule C to the Financing Agreement;

“Interest Rate” means the rate so designated and set forth in Schedule A of the Financing Agreement;

“Interim Loan” shall have the meaning given such term in Section 10 hereof;

“Interim Loan Interest Rate” means the rate, if any, so designated and set forth in Schedule A of the Financing Agreement;

“Interim Loan Note” shall have the meaning given such term in Section 10 hereof;

“Interim Loan Project Account” means the portion allocable to the Project of the applicable Interim Loan Accounts established pursuant to the Master Trust Agreement;

“Iron and Steel Products” means the following products made primarily of iron or Steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural Steel, reinforced precast concrete, and construction materials;

“Local Bond Counsel” means an attorney or firm of attorneys (who may be counsel to any party under the Financing Agreement) of nationally recognized standing in connection with the issuance of obligations similar to the Local Governmental Obligations, selected by the Borrower and satisfactory to the Trust;

“Master Trust Agreement” means the Master Trust Agreement dated as of January 1, 2015 between the Trust and U.S. Bank National Association, as Master Trustee (the “Master Trustee”), as amended;

“Origination Fee” means the fee for the expenses of the Trust relating to the origination of the Loan made or the purchase of the Local Governmental Obligations by the Trust, payable in the amount and on the Payment Date set forth in Schedule C of the Financing Agreement (as such schedule may be amended from time to time in accordance herewith), but in no event shall such fee be greater than 2.6% of the Initial Obligation Amount;

“Payment Dates” means January 15 and July 15 of each year (commencing on the first such date indicated on Schedule C of the Financing Agreement) or, if any such day is not a Business Day, the next succeeding Business Day;

“Payments” means the payments to be made by the Borrower in repayment of the Loan or the Local Governmental Obligations, as applicable, and the interest, if any, payable thereon, which payments shall be made on the Payment Dates and in the amounts set forth in Schedule C of the Financing Agreement (as such schedule may be amended from time to time in accordance herewith);

“Participating Members” means all cities, towns, districts, commissions or other political subdivisions or instrumentalities of the Commonwealth, if any, which are members of the Borrower or which, by law, contract or otherwise, are service recipients of a System;

“Prepayments” means all payments made by or for the account of the Borrower which reduce or eliminate the principal balance due on the Loan or the Local Governmental Obligations, as applicable, by reason of the prepayment of all or any part of the principal prior to the due date thereof;

“Principal Obligation” means, at any time of calculation, the aggregate unpaid principal amount of the Loan or the Local Governmental Obligations, as applicable, which shall equal the Initial Obligation Amount less all Payments and all Prepayments on account of the principal amount thereof then or theretofore made or provided for by or for the account of the Borrower and received by or for the account of the Trust;

“Program” means the financial assistance program of the Trust established pursuant to the Enabling Act as more fully described in the Master Trust Agreement;

“Project” means each of the Water Pollution Abatement (including, without limitation, any Title 5 Project) or Drinking Water Projects of the Borrower identified in Schedule A of the Financing Agreement and more fully described in the applicable Project Approval Certificate, as the same may be amended from time to time as provided in the related Project Regulatory Agreement;

“Project Account” means the portion allocable to the Project of the Project Fund established pursuant to the Master Trust Agreement;

“Project Approval Certificate” means a certificate issued by the Department in accordance with the Enabling Act and the DEP Regulations approving a Project and the costs thereof to be financed or refinanced by the Loan or Local Governmental Obligations, as more fully described in Schedule A of the Financing Agreement;

“Project Completion Certificate” means the Project Completion Certificate delivered by the Borrower pursuant to the applicable Project Regulatory Agreement;

“Project Cost” or “Costs” means any cost of a Project approved by the Department pursuant to the Enabling Act, the applicable Federal Act and/or the DEP Regulations for payment or reimbursement from proceeds of the Loan or an Interim Loan, as applicable, as more fully described in the applicable Project Regulatory Agreement;

“Project Regulatory Agreement” means an agreement between the Department and an Eligible Borrower, executed and delivered to the Trust by such Borrower concurrently with the execution and delivery of the Financing Agreement associated with a Loan made or Local Governmental Obligation purchased to finance a Project approved by the Department; that contains provisions relating to the Department’s regulation and supervision of the Project in accordance with 301 CMR 45.00;

“Steel” means an alloy that includes at least fifty-percent (50%) iron, between two-hundredths percent (0.02%) and two percent (2%) carbon, and may include other elements;

“Supplemental Master Trust Agreement” means any of the supplements to the Master Trust Agreement providing for the issue of Bonds by the Trust;

“System” shall mean the water pollution abatement facilities or drinking water facilities under the control of the Borrower, as identified, if applicable, in Schedule A of the Financing Agreement, and all improvements and additions thereto including, without limitation, the Project;

“Title 5 Project” means a Project for which the Borrower has developed, or been requested by its Participating Members to administer, a community septic management program, constituting a Water Pollution Abatement Project within the meaning of the Enabling Act, to assist eligible homeowners to upgrade failing septic systems and otherwise to comply with the requirements of 310 CMR 15.00 *et seq.* (“Title 5”) through underlying betterment agreements with such homeowners; and

“Water Pollution Abatement Revolving Fund” means the fund established and set up on the books of the Commonwealth in accordance with Section 2L of Chapter 29 of the General Laws of the Commonwealth.

Section 2. Representations.

(a) The Borrower represents and warrants to the Trust as follows:

(i) The Borrower is a Local Governmental Unit or other Eligible Borrower, as defined in the Enabling Act, with full legal right and authority under the Enabling Act and the Applicable Authority to authorize, execute, and deliver the Financing Agreement and each Project Regulatory Agreement, to execute, issue and deliver the Local Governmental Obligations, or other evidence of indebtedness, to undertake each Project, to operate its System, if any, and to carry out and consummate all transactions contemplated by the foregoing;

(ii) The Borrower and, to the extent required by the Enabling Act or the Applicable Authority, each Participating Member thereof, if any, has duly and validly authorized the execution, delivery and adoption, as applicable, of the Financing Agreement, each Project Regulatory Agreement, any Additional Security and the Local Governmental Obligations, or other evidence of indebtedness, and all approvals, consents, and other governmental or corporate proceedings necessary for the execution and delivery of any of the foregoing or required to make them the legally binding obligations of the Borrower that they purport to be, in accordance with their terms, have been obtained or made;

(iii) No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the Trust and the Department, is pending or, to the knowledge of the Authorized Officers of the Borrower executing the Financing Agreement, threatened (1) seeking to restrain or enjoin the execution, delivery and adoption, as applicable, of the Financing Agreement, any Project Regulatory Agreement, any Additional Security, or the Local Governmental Obligations, or other evidence of indebtedness, or the construction or operation of any Project or (2) contesting or affecting the validity of the Financing Agreement, any Project Regulatory Agreement, any Additional Security, or the Local Governmental Obligations, or other evidence of indebtedness, or the power of the Borrower and, to the extent provided by law, each Participating Member thereof, if any, to pledge and apply any revenues or to assess and collect, as applicable, betterments, taxes, rates and charges to pay such Payments and all other costs and expenses of any Project and the System, if any; and neither the corporate existence of the Borrower nor the title to office of any Authorized Officer of the Borrower executing the Financing Agreement, any Project Regulatory Agreement, any Additional Security, or the Local Governmental Obligations, or other evidence of indebtedness, is being contested;

(iv) The authorization, execution, delivery and adoption, as applicable, of the Financing Agreement, each Project Regulatory Agreement, any Additional Security, and the Local Governmental Obligations, or other evidence of indebtedness, and performance of each thereof, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Borrower is a party or by which it or any of its properties is bound; and

(v) The Financing Agreement, the Loan and any Additional Security are, and when executed and delivered the Local Governmental Obligations, or other evidence of indebtedness, if any, will be, (1) valid general obligations of the Borrower, for the payment of which its full faith and credit are and will be pledged, enforceable in accordance with their terms and the terms of the Enabling Act and the Applicable Authority, and payable as to principal, premium, if any, and interest (to the extent not paid from other sources) from (a) taxes which may be levied upon all taxable property within the territorial boundaries of the Borrower, subject only to the limit imposed by Chapter 59, Section 21C of the General Laws of the Commonwealth to the extent applicable to the Local Governmental Obligations, provided that taxes levied on certain taxable property located within a development district, if any, established by the Borrower pursuant to Chapter 40Q of the General Laws may be restricted and unavailable to pay debt service on the Local

Governmental Obligations or (b) sums which may be annually apportioned and assessed by the Borrower on its Participating Members pursuant to the Applicable Authority, or (2) valid obligations of the Borrower, enforceable in accordance with their terms and the terms of the Enabling Act and the Applicable Authority, payable from any Additional Security and secured by a valid pledge of and lien on and perfected security interest in such Additional Security, all to the extent provided therein and in Schedule B to the Financing Agreement.

(b) The Trust represents and warrants to the Borrower as follows:

(i) The Trust has the full legal right and authority under the Enabling Act to authorize, execute and deliver the Financing Agreement;

(ii) The Trust has duly and validly authorized the execution of the Financing Agreement; and, at or prior to the Closing Date, all approvals, consents, and governmental proceedings necessary to make the execution and delivery of the Financing Agreement the legally binding obligation of the Trust have been obtained or completed;

(iii) No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body is pending or, to the knowledge of the Authorized Officers of the Trust executing the Financing Agreement, threatened seeking to restrain or enjoin the execution and delivery of the Financing Agreement, or contesting or affecting the validity thereof or hereof; and neither the existence of the Trust nor the title to office of any Trustee of the Trust or any Authorized Officer of the Trust executing the Financing Agreement is being contested;

(iv) The authorization, execution and delivery of the Financing Agreement, and performance thereof, will not constitute a breach of, or a default under, any law, resolution, agreement, indenture or other instrument to which the Trust is a party or by which it is bound; and

(v) The Financing Agreement is a valid obligation of the Trust, enforceable in accordance with its terms and the terms of the Enabling Act.

Section 3. The Loan or Bond Purchase Obligation.

(a) On the terms and conditions provided herein, in the Financing Agreement, and in the Project Regulatory Agreement, the Trust hereby agrees (i) to make and disburse the Loan to the Borrower and the Borrower agrees to accept the Loan or (ii) to purchase the Local Governmental Obligations from the Borrower and the Borrower agrees to issue and sell the Local Governmental Obligations to the Trust, in each case in an aggregate amount equal to the Initial Obligation Amount; provided, however, that if the Project Regulatory Agreement is revoked or otherwise terminated by the Department for any reason prior to the disbursement of proceeds of the Loan to the Borrower or the purchase of the Local Governmental Obligations from the Borrower, then the obligation of the Trust to make and disburse the Loan to the Borrower, including without limitation the obligation of the Trust to make and disburse any Interim Loan or to purchase the Local Governmental Obligations from the Borrower, shall be null and void and the Financing Agreement shall terminate. For purposes of compliance with provisions of the

applicable Federal Act restricting the use of moneys within the Water Pollution Abatement Revolving Fund and the Drinking Water Revolving Fund, any Local Governmental Obligations purchased pursuant to a Bond Purchase Obligation shall be deemed to be held for the credit of the Water Pollution Abatement Revolving Fund.

(b) In addition to the conditions provided in Section 6 hereof, the Borrower acknowledges that the obligation of the Trust to make the Loan or to purchase the Local Governmental Obligations and to disburse the proceeds thereof to the Borrower in whole or in part as provided in Section 7 hereof is conditional upon the receipt by the Trust on or before such date of moneys available to the Trust for such purpose in amounts sufficient to fund the amount of the Loan to be disbursed on such date. Subject to compliance with the applicable Federal Act, the Enabling Act and the Master Trust Agreement, the Trust shall draw upon and apply such lawfully available funds as promptly as practicable and as lawfully permitted and shall deposit or cause the Master Trustee to deposit the amounts so received or so much thereof as the Trust shall direct in the Project Accounts at the times and in the amounts directed by the Trust until the aggregate amount so deposited equals the Initial Obligation Amount (or such lesser amount). Amounts deposited in the Project Accounts shall be applied as provided herein and in the Master Trust Agreement.

(c) The Borrower agrees to issue and deliver the Local Governmental Obligations, or other evidence of indebtedness, to the Trust on the Closing Date in aggregate principal amount equal to the Initial Obligation Amount. Subject to Section 11 hereof, the Local Governmental Obligations, or other evidence of indebtedness, shall be issued in such form as shall be approved by the Trust and shall be payable on the Payment Dates and in the aggregate amounts as to principal and interest corresponding to the Payments required under the Financing Agreement. Except as otherwise provided in Section 4 hereof, the Principal Obligation, and the corresponding principal amount of the Local Governmental Obligations, or other evidence of indebtedness,, shall mature and bear interest in the amounts for each Payment specified in Schedule C of the Financing Agreement.

(d) Each Payment made by or for the account of the Borrower under the Financing Agreement shall satisfy the corresponding obligation of the Borrower to pay the principal and interest, if any, then due on the Local Governmental Obligations, or other evidence of indebtedness, as the same becomes due on the applicable payment dates therefor, and each payment of principal and interest made by the Borrower on the Local Governmental Obligations, or other evidence of indebtedness, shall satisfy the obligation of the Borrower to pay the corresponding Payment then due under the Financing Agreement.

(e) Unless otherwise provided in the Local Governmental Obligations, or other evidence of indebtedness, the obligation of the Borrower to pay on each Payment Date the Payments then due in accordance with the Financing Agreement and the principal and interest, if any, then due on the Local Governmental Obligations, or other evidence of indebtedness, is (i) a general obligation of a Local Governmental Unit Borrower payable, as to principal, premium, if any, and interest (to the extent not paid from other sources) from (1) taxes which may be levied upon all taxable property within the territorial boundaries of the Borrower, subject only to the limit imposed by Chapter 59, Section 21C of the General Laws of the Commonwealth to the extent applicable to the Local Governmental Obligations, provided that taxes levied on certain taxable

property located within a development district, if any, established by the Borrower pursuant to Chapter 40Q of the General Laws may be restricted and unavailable to pay debt service on the Local Governmental Obligations or (2) sums which may be annually apportioned and assessed by the Borrower on its Participating Members pursuant to the Applicable Authority, or (ii) a general or special obligation of an Eligible Borrower payable from any Additional Security as set forth therein or in the Financing Agreement and secured by a valid pledge of and lien on and perfected security interest in any Additional Security, all as provided in Schedule B to the Financing Agreement.

Section 4. Payments.

(a) Except as otherwise provided in this Section 4, the Principal Obligation shall be repaid by the Borrower, and Payments on account of such Principal Obligation and interest thereon, if any, shall be payable by the Borrower, on the Payment Dates and in the amounts set forth in Schedule C of the Financing Agreement. In addition to such Payments payable under the Financing Agreement, the Borrower shall pay to the Trust the Administrative Fee and the Origination Fee on the Payment Dates and in the amounts set forth in Schedule C of the Financing Agreement, which fees shall be subject to annual appropriation by the Borrower. The Trust and the Borrower acknowledge and agree that the schedule of Payments set forth in Schedule C of the Financing Agreement results in the Loan being the financial equivalent of a loan to the Borrower at the Interest Rate.

(b) The Trust shall provide the Borrower with written notice of each Payment, Administrative Fee and the Origination Fee due under the Financing Agreement not less than ten (10) Business Days in advance of the applicable Payment Date (provided failure by the Trust to provide such notice or any defect therein shall not diminish the obligation of the Borrower to pay such Payment, Administrative Fee and the Origination Fee in the amounts and at the time provided herein). On or prior to each Payment Date, the Borrower shall pay to, the Master Trustee for the account of the Trust, by wire transfer to such account or otherwise in such manner as the Trust may from time to time designate to the Borrower, (i) the Payment then due as set forth in Schedule C of the Financing Agreement, as such schedule may be amended from time to time as provided in this Section 4, and (ii) the Administrative Fee due on such Payment Date set forth in said Schedule C, and (iii) on the first Payment Date, the Origination Fee then due on the Loan or Local Governmental Obligations set forth in said Schedule C. Except as otherwise provided in Section 9(e) hereof, all such payments made by the Borrower under the Financing Agreement shall be applied, first, to the interest, if any, on the Loan or Local Governmental Obligations then due and payable, second, to the principal amount of the Loan then due and payable, third, to the Administrative Fee then due and payable and, fourth, to the Origination Fee then due and payable. Any portion of a Payment or Administrative Fee or Origination Fee not paid in full when due shall bear interest under the Financing Agreement until paid at twelve percent (12%) per annum.

(c) The Borrower acknowledges that the Department, in the exercise of its audit procedures under each Project Regulatory Agreement, may reclassify certain Project Costs paid from amounts deposited in a Project Account as ineligible for financial assistance under Section 6 of the Enabling Act. In such event, unless the Borrower shall elect to repay such amount to the Project Account as hereinafter provided, on and after the date of such determination by the Department, a portion of the Principal Obligation (determined on a Pro-Rata Basis as hereinafter

defined), equal to the amount of such ineligible Project Costs, shall bear interest at the Discount Rate at the time of such determination. As used in this subsection (c), the term "Pro-Rata Basis" means the portion of each Payment allocable to the principal amount of the Loan payable under the Financing Agreement subsequent to the date of a determination by the Department as described in this subsection (c) as is equal, as nearly as practicable, to the ratio by which the amount of ineligible Project Costs paid from the applicable Project Account bears to the total Principal Obligation then outstanding. Upon any such occurrence the Trust shall recalculate the Payments thereafter payable with respect to the Loan, shall certify such amounts to the Borrower and shall amend Schedule C of the Financing Agreement to reflect the increased Payments thereafter payable under the Financing Agreement, and shall surrender the Local Governmental Obligations, or other evidence of indebtedness, to the Borrower in exchange for an amended or substitute Local Governmental Obligations, or other evidence of indebtedness, reflecting such change in Payments. Notwithstanding the foregoing, within thirty (30) Business Days of receipt by the Borrower from the Department or the Trust of written notice that an amount of Project Costs paid from a Project Account has been determined by the Department pursuant to the applicable Project Regulatory Agreement to be ineligible for financial assistance under Section 6 of the Enabling Act, the Borrower may (and shall upon demand of the Department with respect to any such amount determined by the Department to be ineligible for funding under the applicable Federal Act) repay such amount to the Trust for redeposit in the Project Account and the amount so repaid shall be deemed to not have been disbursed from the Project Account for ineligible Project Costs for purposes of this subsection (c).

(d) The Borrower further acknowledges that the Department, in the exercise of its rights under the Project Regulatory Agreement, may terminate the Project Regulatory Agreement after disbursement to the Borrower of some or all of the amounts deposited in a Project Account. In such event, the obligation of the Trust to disburse amounts on deposit in a Project Account to the Borrower shall terminate and the Borrower shall repay to the Trust the amount theretofore disbursed from the Project Account within thirty (30) days of receipt by the Borrower from the Trust of written notice that the Project Regulatory Agreement has been terminated by the Department and, until so repaid, such amount shall bear interest at the Interest Rate.

(e) Notwithstanding any provision of the Financing Agreement to the contrary, the Borrower and the Trust acknowledge and agree that Schedule C of the Financing Agreement incorporates a schedule of Payments calculated based on the assumption that the Closing Date will be the date indicated in Schedule A of the Financing Agreement. If the Closing Date is different from the date indicated in said Schedule A, the Trust will amend Schedule C to the Financing Agreement (and deliver to the Borrower a copy thereof together with the notice of change in the Closing Date the Trust is required to provide to the Borrower pursuant to Section 6(a) hereof) to adjust the Payments to take into account the actual Closing Date and the accrual of interest on the Loan or Local Governmental Obligations from such date.

(f) Notwithstanding anything in the Financing Agreement or in the Project Regulatory Agreement to the contrary, all amounts received by the Borrower on or after the Closing Date in payment or prepayment of the obligations of homeowners under the underlying betterment agreements made in connection with a Title 5 Project shall be applied by the Borrower either (i) to assist eligible homeowners to upgrade failing septic systems and otherwise to comply with Title

5 through additional betterment agreements with homeowners, or (ii) to pay or provide for all or a portion of the Payments due on the Loan under the Financing Agreement.

Section 5. Prepayments.

(a) The Principal Obligation shall not be subject to prepayment at the option of the Borrower prior to maturity without the prior written consent of the Trust.

(b) The Principal Obligation, and the corresponding principal amount of the Loan or the Local Governmental Obligations, shall be subject to prepayment in part to the extent of any balance remaining in a Project Account upon the receipt by the Trust of the applicable Project Completion Certificate as provided in Section 7(d) hereof at a prepayment price equal to (i) the Principal Obligation so prepaid plus interest, if any, accrued thereon to the prepayment date, plus (ii) an amount equal to all costs of the Trust incurred in connection with such prepayment (including without limitation trustee's fees and expenses, reasonable attorney's fees, and costs, if any, of any corresponding redemption of Bonds, if applicable).

(c) The Principal Obligation, and the corresponding principal amount of the Loan or the Local Governmental Obligations, shall be subject to prepayment at the request of the Trust in whole or in part upon not less than thirty (30) days' notice to the Borrower to the extent of any balance remaining in a Project Account upon a date designated by the Trust, which date shall be not earlier than twenty (20) months or later than twenty-four (24) months following the Closing Date, at a prepayment price equal to the Principal Obligation so prepaid plus interest, if any, accrued thereon to the prepayment date. In the event that the Loan or Local Governmental Obligation is prepaid pursuant to this Section 5(c) and the Project has not been completed, the Trust shall, upon the request of the Borrower and approval of the Department, execute and deliver to the Borrower an additional Financing Agreement providing for a replacement loan, or the purchase by the Trust of a replacement Local Governmental Obligation from the Borrower, in a principal amount not greater than the Principal Obligation of the Loan or Local Governmental Obligation so prepaid and with a schedule of Payments thereon which will result in such replacement loan, in the case of a replacement loan, being the financial equivalent of a loan to the Borrower at the Interest Rate.

(d) Unless the Trust shall otherwise agree, any balance in a Project Account, and any Prepayment under the Financing Agreement of less than all of the Principal Obligation, shall be applied to the prepayment of the portion of each Payment that is allocable to the principal of the Loan or Local Governmental Obligations in accordance with the ratio that the amount of such Payment that is allocable to principal bears to the aggregate amount of all Payments that are allocable to principal. Upon any prepayment of the Loan or Local Governmental Obligations in part, the Trust shall amend the schedule of Payments set forth in Schedule C to the Financing Agreement to reflect such prepayment.

Section 6. Closing.

(a) In addition to the conditions provided in Section 3 of these Terms and Conditions, the obligation of the Trust to make and fund the Loan is expressly conditional upon the receipt by the Trust on or before the Closing Date (which date shall be the date set forth in Schedule A of the

Financing Agreement or such earlier or later date as may be designated by the Trust by written notice delivered to the Borrower not less than twenty (20) days prior to such earlier date or, if the Closing Date is to be a later date, not less than twenty (20) days prior to the date set forth in Schedule A of the Financing Agreement) of the following, each in form and substance satisfactory to the Trust:

(i) Copies, certified by an Authorized Officer of the Borrower, of all governmental or corporate proceedings of the Borrower authorizing the Loan or issuance of the Local Governmental Obligations and the execution and delivery or adoption, as applicable, of the Financing Agreement, each Project Regulatory Agreement, the Additional Security, if any, and the Local Governmental Obligations, or other evidence of indebtedness;

(ii) A certificate or certificates of Authorized Officers of the Borrower confirming as of the Closing Date the representations and warranties of the Borrower in Section 2 hereof;

(iii) A certificate of Authorized Officers of the Borrower as to the due authorization, execution, delivery and adoption, as applicable, of the Financing Agreement, each Project Regulatory Agreement, any Additional Security, and the Local Governmental Obligations, or other evidence of indebtedness, and to the effect that (x) none of the foregoing instruments have been amended or supplemented since their date (except such amendments or supplements which have been approved by the Trust or the Department, as applicable, or which under the terms of the applicable instrument may be executed and delivered or adopted by the Borrower without the consent of the Trust or the Department) or repealed and that each such instrument remains in full force and effect as of the Closing Date, and (y) as of the Closing Date, no Event of Default or Default, as applicable, and no event which with the passage of time or the giving of notice may become or may be declared to be an Event of Default or a Default, shall have happened and shall be continuing under the Financing Agreement or any Project Regulatory Agreement or any Additional Security;

(iv) An opinion of Local Bond Counsel to the effect that the Financing Agreement, each Project Regulatory Agreement, any Additional Security and the Local Governmental Obligations, or other evidence of indebtedness, and the execution, delivery and adoption thereof, as applicable, have been duly authorized by the Borrower in accordance with the Applicable Authority; the Financing Agreement and each Project Regulatory Agreement and any Additional Security have been duly and validly executed and delivered by the Borrower, as applicable, and each constitutes a valid and binding obligation of the Borrower enforceable in accordance with its terms; the Local Governmental Obligations, or other evidence of indebtedness, and any Additional Security have been duly and validly executed by or on behalf of the Borrower and delivered to or upon the order of the Trust in accordance with the Financing Agreement and the Applicable Authority; and the Local Governmental Obligations, or other evidence of indebtedness, and any Additional Security constitute, as applicable, (1) valid and binding general obligations of the Borrower enforceable in accordance with their terms and payable as to principal, premium, if any, and interest (to the extent not paid from other sources) from (a)

taxes which may be levied upon all taxable property within the territorial boundaries of the Borrower, subject only to the limit imposed by Chapter 59, Section 21C of the General Laws of the Commonwealth to the extent applicable to the Local Governmental Obligations, provided that taxes levied on certain taxable property located within a development district, if any, established by the Borrower pursuant to Chapter 40Q of the General Laws may be restricted and unavailable to pay debt service on the Local Governmental Obligations or (b) sums which may be annually apportioned and assessed by the Borrower on its Participating Members pursuant to the Applicable Authority, or (2) valid and binding obligations of the Borrower enforceable in accordance with their terms and the terms of any Additional Security and entitled to the benefits thereof and the Applicable Authority (in rendering the foregoing opinion, such counsel may take an exception on account of bankruptcy, insolvency and other laws affecting creditors' rights generally and to the exercise of judicial discretion in accordance with general equitable principles);

(v) The Local Governmental Obligations, or other evidence of indebtedness, in such denominations and registered to such registered owners, as the Trust shall designate pursuant to Section 11 hereof;

(vi) To the extent required under Section 8(f) hereof, a Continuing Disclosure Agreement, duly executed by the Borrower, in form and substance satisfactory to the Trust; and

(vii) Such further instruments, certificates and opinions as the Trust or its counsel may reasonably request to confirm, as of the Closing Date, the truth and accuracy of the statements made herein and in each Application by the Borrower and compliance, as of the Closing Date, by the Borrower with the provisions hereof and of each Project Regulatory Agreement, the Enabling Act, the Applicable Authority, and the applicable Federal Act.

(b) In addition to any other conditions expressly provided herein, the obligation of the Borrower to accept the Loan and/or issue the Local Governmental Obligations, or other evidence of indebtedness, to the Trust on the Closing Date is expressly conditioned upon the delivery to the Borrower or to the Master Trustee, if applicable, on or before the Closing Date of the following, each to be in form and substance satisfactory to the Borrower and to be made available to the Borrower upon its request:

(i) Copies, certified by an Authorized Officer of the Trust, of all governmental proceedings of the Trust authorizing the Loan and the execution and delivery of the Financing Agreement;

(ii) A certificate or certificates of an Authorized Officer of the Trust confirming as of the Closing Date the representations and warranties of the Trust in Section 2 hereof; and

(iii) An opinion or opinions of counsel to the Trust (who may also be counsel to the Borrower) to the effect that the Trust is duly created and validly existing under the Enabling Act and has the right and power thereunder to execute the Financing Agreement

and, if applicable, to make the Loan; the Financing Agreement and the execution and delivery thereof by the Trust have been duly and lawfully authorized by the Trust; and that the Financing Agreement has been duly and lawfully executed and delivered by the Trust, is in full force and effect and is valid and binding on the Trust and enforceable in accordance with its terms (subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights generally and to the exercise of judicial discretion in accordance with general equitable principles).

Section 7. Disbursement of Proceeds.

(a) On the Closing Date the Trust shall credit to the payment of the principal of the Interim Loan, if any, such portion of the proceeds of the Loan or Local Governmental Obligations as shall be necessary to pay such principal in full after credit for any proceeds of the Interim Loan remaining on deposit on such date in any Interim Loan Project Account. Any proceeds of the Loan or Local Governmental Obligations remaining after payment of the principal of the Interim Loan, if any, shall be deposited in the Project Account and applied by the Trust to finance or refinance Costs of the Project as provided herein, in the related Project Regulatory Agreement and in the Master Trust Agreement. Only amounts on deposit in the Project Account representing moneys of the Trust deposited therein as provided in the Financing Agreement and the Master Trust Agreement shall be available to pay Costs of the Project. Amounts in the Project Account shall be invested by the Trust, and all earnings on investment or deposit of amounts in the Project Account shall be applied by the Trust as provided in the Master Trust Agreement. The Borrower shall have no interest in such earnings.

(b) So long as no Event of Default shall have happened and be continuing hereunder or under the Financing Agreement, but subject to Section 3(b) and Section 10 of these Terms and Conditions, within a reasonable period of time from receipt by the Trust of one or more requisitions in form satisfactory to the Trust signed by an Authorized Officer of the Borrower and approved by the Department as provided in the applicable Project Regulatory Agreement, the Trust shall disburse or direct the Master Trustee to disburse to or for the account of the Borrower as directed in such requisitions the amount or amounts set forth therein and approved by the Department solely to finance or, to the extent provided in the applicable Project Regulatory Agreement, refinance Costs of the applicable Project.

(c) Notwithstanding anything herein or in any Project Regulatory Agreement to the contrary, if all or any portion of the Project Costs financed under the Financing Agreement shall have been paid by the Borrower from the proceeds of outstanding notes or other temporary indebtedness issued or incurred in anticipation of the Loan or Local Governmental Obligations, any amount paid to the Borrower pursuant to this Section 7 in reimbursement for such Costs shall be held and applied by the Borrower (unless otherwise approved by the Trust) solely to pay or provide for the principal of such notes or other indebtedness when due in accordance with the Enabling Act and the Applicable Authority. The Borrower acknowledges that the Trust shall have no responsibility for the holding, investment or application of any amounts paid to or for the account of the Borrower for such purpose. Notwithstanding anything herein to the contrary if on the Closing Date any Interim Loan shall be outstanding and unpaid under Section 10 of the Financing Agreement, the Trust shall apply to the payment of the principal of the Interim Loan such portion of the proceeds of the Loan or Local Governmental Obligations as shall be necessary

to pay such principal in full after credit for any proceeds of the Interim Loan remaining on deposit on such date in any Interim Loan Project Account allocable to the Borrower pursuant to Section 10.

(d) Upon receipt by the Trust of the Project Completion Certificate for a Project described in the related Project Regulatory Agreement, any balance remaining on deposit in the applicable Project Account not then payable to or for the account of the Borrower in accordance with the Project Completion Certificate shall be applied at the direction of the Borrower with the prior approval of the Trust to (i) additional Costs of the applicable Project upon amendment of the definition thereof approved by the Department or (ii) the prepayment of the Principal Obligation as provided in Section 5(b) hereof.

(e) Notwithstanding anything herein or in any Project Regulatory Agreement to the contrary, the Trust shall not be required to deposit in each Project Account established in accordance with the Financing Agreement an amount in the aggregate in excess of the eligible Costs of the applicable Project to be financed or refinanced by the Loan or the Local Governmental Obligations as set forth in the applicable Project Approval Certificate and the related Project Regulatory Agreement. In addition, the Trust shall not be required to make any deposits to a Project Account or to direct the Master Trustee to disburse therefrom any amount to or for the account of the Borrower while an Event of Default shall have occurred and be continuing hereunder or under the Financing Agreement or, if directed by the Department, while a Default (as defined in the related Project Regulatory Agreement) shall have occurred and be continuing under the related Project Regulatory Agreement. If an Event of Default shall have occurred and be continuing hereunder or under the Financing Agreement, the Trust may apply amounts on deposit in any Project Account to remedy such default as provided in Section 9(b) hereof and the amount available under the Financing Agreement for Project Costs will be correspondingly reduced.

Section 8. Particular Covenants of the Borrower. The Borrower covenants and agrees as follows:

(a) The Borrower is duly authorized under the Enabling Act, the Applicable Authority and all other applicable law to authorize the execution, delivery and adoption, as applicable, of the Financing Agreement, each Project Regulatory Agreement, any Additional Security, and the Local Governmental Obligations, or other evidence of indebtedness, to accept the Loan, to undertake each Project and to perform and consummate all transactions contemplated by the foregoing. For so long as the Loan or the Local Governmental Obligations shall be outstanding, the Borrower shall comply with the provisions hereof and each Project Regulatory Agreement and any Additional Security and all provisions of law applicable to the Loan, each Project, any Additional Security, and the Local Governmental Obligations, or other evidence of indebtedness, including without limitation the Enabling Act, the Applicable Authority, the applicable Federal Act and the DEP Regulations, and shall take all actions necessary to fulfill its obligations under the Financing Agreement and under any of the foregoing.

(b) At the date hereof and at the Closing Date, no mortgage, pledge, lien, security interest or other encumbrance exists or will exist in or upon, or is or will be otherwise outstanding with respect to (1) any Project or the System, if any, or any part thereof or (2) all or any part of, as applicable, the betterments, rates, charges or other revenues derived by the Borrower from its

ownership and operation thereof or (3) any Additional Security. For so long as the Loan or the Local Governmental Obligations shall be outstanding, without the prior written consent of the Trust, the Borrower shall not mortgage, pledge, grant any lien on or security interest in or otherwise encumber or permit the encumbrance of, any Project or the System, if any, or, as applicable, the betterments, rates, charges or other revenues derived by the Borrower from its ownership and operation thereof or any part thereof or any Additional Security unless simultaneously therewith the Borrower shall grant to the Trust to further secure its obligations under the Financing Agreement and the Local Governmental Obligations, or other evidence of indebtedness, a mortgage, pledge, lien on or security interest in such property superior to such new encumbrance.

(c) The Borrower shall apply the proceeds of the Loan or the Local Governmental Obligations solely to the payment or reimbursement of Project Costs, or to the refinancing of the same as provided in each Project Regulatory Agreement, or as otherwise provided herein and in each Project Regulatory Agreement.

(d) The Borrower acknowledges that by accepting the Loan or selling the Local Governmental Obligations it may be a sub-recipient of federal financial assistance under the federal Single Audit Act of 1984, as amended by the Single Audit Act Amendments of 1996 (the "SAA"). The Borrower further acknowledges that a Project financed or refinanced under the Financing Agreement may be designated by the Trust as a project to which the SAA shall apply. In such event, the Borrower shall conduct a single audit of its use of federal financial assistance for the Project in accordance with the reporting requirements of Office of Management and Budget Circular A-133. Whether or not a Project is so designated, for so long as the Loan or the Local Governmental Obligations shall be outstanding the Borrower shall maintain all records and accounts pertaining to the Loan or the Local Governmental Obligations, each Project and the System, if any, for such period and as otherwise required by the applicable Federal Act, the DEP Regulations and each Project Regulatory Agreement and shall furnish to the Trust and the Department all reports thereon at the times and in the form required by the applicable Federal Act, the DEP Regulations and each Project Regulatory Agreement or as otherwise reasonably requested by the Trust or the Department. The Borrower shall permit the Trust or any party designated by it upon reasonable prior notice to the Borrower to examine, visit and inspect each Project and the System, if any, and to inspect and make copies of any accounts, books and records of the Borrower pertaining to the Project, the System, if any, the Loan or the Local Governmental Obligations.

(e) If any Event of Default described in clause (i) of subsection 9(a) hereof shall occur and be continuing, the Borrower shall promptly upon request of the Trust provide such information to the Trust as shall be necessary for the Trust to exercise the rights provided in Section 11 of the Enabling Act with respect to the Local Aid Distributions of the Borrower and, as applicable, any Participating Member thereof and any parent governmental unit of the Borrower and any such Participating Member. In addition, the Borrower shall provide written notice to the Trust if at any time while the Loan is outstanding any Participating Member of the Borrower shall fail to pay to the Borrower all or any part of any assessment levied by the Borrower on account of any Payment and such failure shall not be cured within ten (10) Business Days of the due date of such assessment, such notice to be provided to the Trust no later than the close of business on the Business Day next preceding the expiration of such grace period.

(f) The Trust shall provide written notice to the Borrower if at any time the Borrower shall constitute an obligated person with respect to the Bonds within the meaning of Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. Thereafter, for so long as the Borrower shall constitute an obligated person, the Borrower will comply with and carry out all of the provisions of the Continuing Disclosure Agreement applicable to it and the Local Governmental Obligations. The Trust shall have no liability to the owners of the Bonds or any other person with respect to such disclosure matters. Notwithstanding any other provision of the Financing Agreement, failure of the Borrower to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default under the Financing Agreement; provided, however, that the Trust may (and at the request of the owners of at least 25% in aggregate principal amount of the Bonds outstanding shall), or any owner (including a beneficial owner) of the Bonds may, take such actions as may be necessary or appropriate, including seeking mandate or specific performance by court order, to cause the Borrower to comply with its obligations under this clause (f).

(g) (i) With respect to a Project for construction that is not a Title 5 Project, the Borrower agrees to comply with the prevailing wage rate requirements of the so-called "Davis-Bacon Act" made applicable by Section 513 of the Clean Water Act (33 U.S.C. 1372) or Section 1450(e) of the Safe Drinking Water Act (42 U.S.C. 300j-9(e)), as applicable. The Borrower shall be responsible for monitoring compliance of contractors and subcontractors concerning federal wage rates under the Davis-Bacon Act requirements. In this regard, the Borrower agrees to incorporate wage rate determinations into contract solicitations, include required contract terms into all construction contracts and subcontracts in excess of \$2,000, review subcontracts for compliance, review certified payrolls, conduct employee interviews and complete any other actions required to determine such compliance, all using forms approved by the Department.

(ii) With respect to a Clean Water Project for a treatment works (other than a Title 5 Project) or a Drinking Water Project for public water systems, the Borrower agrees to comply with the requirements of Section 436 of Pub. L. 113-76 (the "American Iron and Steel Requirement"), except as described below. The Borrower acknowledges and agrees that the American Iron and Steel Requirement includes, among others, the requirement that all of the Iron and Steel Products used in the Project are to be produced in the United States unless (A) the Borrower has requested and obtained a waiver of the American Iron and Steel Requirement from the EPA with respect to the Project or (B) the Department has advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.

(iii) With respect to a Clean Water Project for repair, replacement or expansion of a treatment works, the Borrower agrees (A) to develop and implement a fiscal sustainability plan applicable to the Project that includes: an inventory of critical assets that are a part of the treatment works; an evaluation of the condition and performance of inventoried assets or asset groupings; a certification that the Borrower has evaluated and will be implementing water and energy conservation efforts as part of the plan; and a plan for maintaining, repairing and, as necessary, replacing the treatment works and a plan for funding such activities; and (B) to certify, as a condition of the final disbursement of the proceeds of the Loan, that the Borrower has developed and implemented a plan that meets the requirements under clause (A).

(iv) The Borrower certifies that it is not 'excluded' or 'disqualified' (as such terms are defined in 2 CFR Part 180). The Borrower covenants to comply with 2 CFR Part 180, Subpart C and to require its contractors to comply with said Subpart C, including to pass down the requirement of such compliance to its subcontractors and to each lower tier transaction.

(v) The Borrower agrees (A) to make the Six Good Faith Efforts whenever procuring construction, equipment, services and supplies with proceeds of the Loan and to retain records of such compliance. For this purpose, the "*Six Good Faith Efforts*" means: (1) ensure Disadvantaged Business Enterprises (as defined in 40 CFR 33.103, "*DBEs*") are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities (e.g., placing DBEs on solicitation lists and soliciting them whenever they are potential sources); (2) make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process (including, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date); (3) consider in the contracting process whether firms competing for large contracts could subcontract with DBEs (e.g., dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process); (4) encourage contracting with a consortium of DBEs when a contract is too large for one DBE firm to handle individually; (5) use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the United States Department of Commerce; and (6) if the prime contractor awards subcontracts, require the prime contractor to take the steps (1) through (5) of this definition.

(vi) If the Borrower (A) is subject to, or chooses to follow, competitive bidding requirements and (B) the Borrower has received one or more Loans from the Trust in with a combined total of more than \$250,000 in any one fiscal year, then the Borrower agrees to create and maintain a bidders list as described in 40 CFR 33.501.

(vii) The Borrower acknowledges that the EPA must ensure that any connections between the Borrower's network or information system and EPA networks used by the Borrower to transfer data under the Financing Agreement, are secure. For this purpose, a "connection" is defined as a dedicated persistent interface between the Borrower's information technology ("IT") system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the Borrower's connections, as so defined, do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the Borrower agrees to contact the EPA project officer and work with the designated EPA regional/headquarters information security officer to ensure that the connections meet EPA security requirements, including entering into interconnection service agreements, as appropriate. This covenant does not apply to manual entry of data by the Borrower into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(h) The Borrower shall comply with (A) the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102; Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Pub. L. 95-500; and all Executive Orders and regulations promulgated under the foregoing; and (B) all other applicable federal cross-cutting authorities (see Schedule I hereto for a non-exhaustive list of such authorities). In addition, the Borrower specifically acknowledges that the Project must undergo a state environmental review process that conforms generally to the National Environmental Policy Act of 1969, as amended (NEPA), as provided in the Project Regulatory Agreement.

(i) The Borrower will maintain accounts with respect to the Project according to generally accepted accounting principles as issued by the Governmental Accounting Standards Board (GASB), including the standards relating to the reporting of infrastructure assets pursuant to GASB Statement No. 34, or any successor thereto.

(j) The Borrower acknowledges that by accepting the Loan or selling the Local Governmental Obligations it may be a sub-recipient of federal financial assistance for purposes of the prohibition on certain telecommunications and video surveillance services or equipment set forth in Section 889 of Pub. L. 115-232 and 2 CFR 200.216 (the "Prohibition"). The Borrower further acknowledges that a Project financed or refinanced under the Financing Agreement may be designated by the Trust as a project to which the Prohibition shall apply. In such event, the Borrower agrees that proceeds of the Loan or Bond Purchase Obligation under this Financing Agreement shall not be used to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, system or service that uses "*covered telecommunications equipment or services*" (as defined in the aforementioned Section 889) as a substantial or essential component of any system, or as critical technology as part of any system. As defined in said Section 889, "*covered telecommunications equipment or services*" means any of the following: (A) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (B) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (C) telecommunications or video surveillance services provided by such entities or using such equipment; or (D) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of the People's Republic of China. The Borrower further agrees that to the extent the Prohibition applies to a Project, it will include a condition in each construction contract for the Project that the contractor will (i) comply with the Prohibition and (b) pass down the requirement to comply with the Prohibition in any subcontract or other lower tier contract with respect to such Project. Certain equipment, systems or services subject to the Prohibition are recorded in the United States' System for Award Management, however, the Borrower acknowledges that there is no exhaustive list of components and services that fall under the Prohibition.

(k) For so long as the Loan or Local Governmental Obligations shall be outstanding, the Borrower shall duly observe and comply with each of the additional covenants and conditions set forth in Schedule B of the Financing Agreement.

Section 9. Defaults and Remedies.

(a) The occurrence of any of the following events shall constitute, and is herein defined to be, an Event of Default under the Financing Agreement and the Local Governmental Obligations, or other evidence of indebtedness:

(i) if the Borrower shall fail to pay when due all or any part of any Payment payable under the Financing Agreement or applicable Local Governmental Obligations, or other evidence of indebtedness;

(ii) if the Borrower shall fail to pay when due any installment of the Administrative Fee payable under the Financing Agreement or the Origination Fee or any portion thereof and such failure shall continue for a period of thirty (30) days after written notice thereof shall be given to the Borrower by the Trust;

(iii) if the Borrower shall fail to perform and observe any other covenant, agreement or condition on its part provided in the Financing Agreement or in the Local Governmental Obligations, or other evidence of indebtedness, or in any Additional Security and such failure shall continue for a period of thirty (30) days after written notice thereof shall be given to the Borrower by the Trust; provided if such failure cannot be remedied within such thirty (30) day period, it shall not constitute an Event of Default under the Financing Agreement if corrective action satisfactory to the Trust is instituted by the Borrower within such period and diligently pursued until the failure is remedied;

(iv) if any representation or warranty made by or on behalf of the Borrower in the Financing Agreement or in any Application or in any Additional Security shall prove to have been incorrect or to be misleading in any material respect as and when made;

(v) if (x) an order, judgment or decree is entered by a court of competent jurisdiction (a) appointing a receiver, trustee, or liquidator for the Borrower or the whole or any substantial part of any Project or the System, if any, (b) granting relief in involuntary proceedings with respect to the Borrower under the federal bankruptcy act, or (c) assuming custody or control of the Borrower or of the whole or any substantial part of any Project or the System, if any, under the provision of any law for the relief of debtors, and the order, judgment or decree is not set aside or stayed within sixty (60) days from the date of entry of the order, judgment or decree or (y) the Borrower (a) admits in writing its inability to pay its debts generally as they become due, (b) commences voluntary proceedings in bankruptcy or seeking a composition of indebtedness, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a receiver of the whole or any substantial part of any Project or the System, if any, or (e) consents to the assumption by any court of competent jurisdiction under any law for the relief of debtors of custody or control of the Borrower or of the whole or any substantial part of any Project or the System, if any, or (z) legislation shall be enacted by the Commonwealth (a) appointing a receiver

or trustee for the Borrower or the whole or any substantial part of any Project or the System, if any, or (b) assuming custody or control of the Borrower or of the whole or any substantial part of any Project or the System, if any, or (c) providing for a moratorium upon the payment of the principal of or interest on the Loan or Local Governmental Obligations;

(vi) if the Borrower shall fail to pay when due (whether at maturity or upon redemption or otherwise) any principal of or interest on any indebtedness of the Borrower for borrowed money, other than the Loan, if any, and the Local Governmental Obligations and indebtedness described in Chapter 40D of the General Laws of the Commonwealth; and

(vii) if a Default shall occur under a Project Regulatory Agreement (as defined therein) and the Department shall request that the Trust declare an Event of Default under the Financing Agreement.

(b) In addition to its other remedies provided herein, if an Event of Default specified in clause (i) or clause (v) of subsection 9(a) hereof shall occur and be continuing, the Trust may proceed to enforce its rights under the Financing Agreement and under the Local Governmental Obligations, or other evidence of indebtedness, by exercise of the following remedies in such order of priority as the Trust shall determine in its discretion:

(i) if any Payments shall be due and unpaid under the Financing Agreement, the Trust may exercise the rights provided in Section 11 of the Enabling Act with respect to the Local Aid Distributions of the Borrower and, as applicable, any Participating Member thereof and any parent governmental unit of the Borrower and any such Participating Member;

(ii) if any Payments shall be due and unpaid under the Financing Agreement, the Trust may apply to such default any or all amounts allocable to the Borrower then on deposit in any Project Account; or

(iii) by notice to the Borrower the Trust may declare the Principal Obligation of the Loan and all Payments payable thereon, and the corresponding principal amount of the Local Governmental Obligations, to be immediately due and payable and, upon such declaration, the Principal Obligation and all interest, if any, accrued thereon shall be and become immediately due and payable, anything herein or in the Local Governmental Obligations, or other evidence of indebtedness, to the contrary notwithstanding.

(c) If an Event of Default specified in clause (vii) of subsection 9(a) shall occur and be continuing, the Trust shall, if directed by the Department, exercise on behalf of the Department any and all remedies available to the Department upon a Default under the applicable Project Regulatory Agreement.

(d) Notwithstanding anything herein to the contrary, if any Event of Default under the Financing Agreement or in any Additional Security shall occur and be continuing, the Trust may proceed to protect its rights under the Financing Agreement, and may seek to compel compliance by the Borrower with the terms and provisions hereof and of the Local Governmental Obligations, or other evidence of indebtedness, by suit or suits in equity or at law, for the specific performance

of any covenant, term or condition hereof or of the Local Governmental Obligations, or other evidence of indebtedness, or in aid of the execution of any power herein granted, and, except as herein limited, may exercise any other right or remedy upon such default as may be granted to the Trust under the Enabling Act, the Applicable Authority or under any other applicable provision of law.

(e) During the continuance of an Event of Default, the Trust shall apply all amounts received upon the exercise of its rights and remedies under the Financing Agreement as follows and in the following order:

(i) to the payment of the reasonable and proper charges (including attorneys' fees) of the Trust and the Department incurred in the exercise of any right or remedy under the Financing Agreement or under any Project Regulatory Agreement;

(ii) to the payment and satisfaction of all interest then due and unpaid under the Financing Agreement upon any defaulted Payments as provided in Section 4(b) hereof;

(iii) to the payment and satisfaction of all Payments then due and unpaid under the Financing Agreement, as such Payments may be adjusted as provided in Section 4 hereof, and, if the amount available is not sufficient to pay all Payments then due and payable under the Financing Agreement, first to the payment of the portion of the Payments due and unpaid representing interest on the Loan or Local Governmental Obligations and second to the portion of the Payments due and unpaid representing the principal of the Loan or Local Governmental Obligations and, in either case, ratably in order of the due dates thereof;

(iv) to the reimbursement to a Project Account of any amounts withdrawn therefrom as provided in clause (iii) of subsection 9(b);

(v) first, to the payment and satisfaction of all interest then due and unpaid under the Financing Agreement upon any due and unpaid Administrative Fees as provided in Section 4(b) hereof, and, second, to the payment and satisfaction of all Administrative Fees then due and unpaid under the Financing Agreement; and

(vi) first, to the payment and satisfaction of all interest then due and unpaid under the Financing Agreement upon any due and unpaid Origination Fee as provided in Section 4(b) hereof, and, second, to the payment and satisfaction of the Origination Fee or the portion thereof then due and unpaid under the Financing Agreement.

(f) No remedy conferred upon or reserved to the Trust is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Financing Agreement or in any Additional Security or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient.

Section 10. Interim Financing.

(a) Subject to the availability to the Trust of moneys for such purpose and the provisions of Section 3(a) hereto, if the Closing Date set forth in Schedule A of the Financing Agreement is more than forty five (45) days subsequent to the date of execution and delivery of the Financing Agreement by the Trust, the Trust (upon not less than ten (10) Business Days prior notice from the Borrower) agrees to provide interim financing (an "Interim Loan") to the Borrower to pay or provide for all or any part of the eligible Costs of any Project (i) incurred by the Borrower on and after the date of execution and delivery by the Borrower of the Financing Agreement or (ii) incurred by the Borrower prior to the date of its execution and delivery of the Financing Agreement and either (x) paid by the Borrower from the proceeds of notes or other obligations issued by the Borrower in anticipation of the Loan or of the issuance and sale of the Local Governmental Obligations to the Trust, or (y) paid by the Borrower from other moneys available to the Borrower under a valid declaration of official intent to reimburse such payment from the proceeds of the Loan or the Local Governmental Obligations. The Interim Loan shall be evidenced by a note (the "Interim Loan Note") issued by the Borrower to the Trust pursuant to the Applicable Authority in form and substance satisfactory to the Trust and otherwise as hereinafter provided. The Interim Loan and the Interim Loan Note, when executed and delivered, shall be (1) a valid and binding general obligation of the Borrower enforceable in accordance with its terms and payable as to principal, premium, if any, and interest (to the extent not paid from other sources) from (a) taxes which may be levied upon all taxable property within the territorial boundaries of the Borrower, subject only to the limit imposed by Chapter 59, Section 21C of the General Laws of the Commonwealth to the extent applicable to the Interim Loan Note, provided that taxes levied on certain taxable property located within a development district, if any, established by the Borrower pursuant to Chapter 40Q of the General Laws may be restricted and unavailable to pay debt service on the Interim Loan Note or (b) sums which may be annually apportioned and assessed by the Borrower on its Participating Members pursuant to the Applicable Authority, or (2) a general or special obligation of the Borrower (as provided in any Additional Security) payable from any Additional Security, if any, and any other moneys, funds, and accounts provided in the Financing Agreement and secured by a valid pledge of and lien on and perfected security interest in any such Additional Security, all as provided therein and in Schedule B to the Financing Agreement.

(b) The Interim Loan Note shall be dated the date of its execution and delivery by the Borrower, shall mature and be payable on the Closing Date for the Loan or Local Governmental Obligations (subject to renewal at the option of the Trust to one or more dates not later than three (3) years subsequent to such date of execution and delivery or, if later, the expected completion date of the applicable Projects as determined by the Department), shall be in principal amount equal to the aggregate amount of proceeds thereof from time to time disbursed to or for the account of the Borrower and shall be in such maximum aggregate principal amount as shall be requested by the Borrower not exceeding the lesser of (i) the aggregate eligible Costs of each Project which have been or are expected to be expended at or prior to the maturity date of the Interim Loan Note (as set forth in the applicable Project Regulatory Agreement) and (ii) the Initial Obligation Amount set forth in Schedule C of the Financing Agreement (or such lesser amount as shall equal the total eligible Costs of the Projects approved by the Department at the date of the Interim Loan Note). The principal amount of the Interim Loan Note from time to time outstanding shall bear interest from the date or dates of disbursement thereof to or for the account of the Borrower until repaid at

the Interim Loan Interest Rate set forth in Schedule A of the Financing Agreement, calculated on the basis of actual days and a 365/366 day year, payable at maturity.

(c) Upon execution and delivery by the Borrower of the Interim Loan Note, the Trust shall, subject to the availability to the Trust of moneys for such purpose, deposit from time to time in the Interim Loan Project Account amounts (representing proceeds of the Interim Loan) sufficient in amount and time of deposit to satisfy each requisition for payment or reimbursement of Costs of the applicable Project submitted to the Trust by the Borrower. For purposes of this Section 10, all provisions of Section 7(a) and (c) hereof applicable to the Project Account and the requisition and disbursement therefrom of proceeds of the Loan or the Local Governmental Obligations, shall be equally applicable (to the extent not inconsistent herewith) to the Interim Loan Project Account and the requisition and disbursement therefrom of proceeds of the Interim Loan. Notwithstanding the foregoing, the Borrower acknowledges that the Department, in the exercise of its rights under the Project Regulatory Agreement, may terminate the Project Regulatory Agreement after disbursement to the Borrower of some or all of the amounts deposited in the Interim Loan Project Account. In such event, the obligation of the Trust to disburse additional proceeds of the Interim Loan to the Borrower shall terminate and the Borrower shall repay to the Trust the amount theretofore disbursed from the applicable Interim Loan Project Account, together with interest thereon at the Interim Loan Interest Rate, within thirty (30) days of receipt by the Borrower from the Trust of written notice that the Project Regulatory Agreement has been terminated by the Department.

(d) Notwithstanding anything herein to the contrary, the obligation of the Trust to make and fund the Interim Loan is expressly conditional upon the receipt by the Trust of the following, each in form and substance satisfactory to the Trust:

(i) A certificate or certificates of Authorized Officers of the Borrower as to the due authorization, execution, delivery and adoption, as applicable, of the Financing Agreement, any Additional Security, the Project Regulatory Agreement and the Interim Loan Note, and confirming as of the date of execution and delivery of the Interim Loan Note the representations and warranties of the Borrower in Section 2 hereof applicable to the Interim Loan, and to the further effect that (x) none of the foregoing instruments have been amended or supplemented since their date (except such amendments or supplements which have been approved by the Trust or the Department, as applicable, or which under the terms of the applicable instrument may be executed and delivered or adopted by the Borrower without the consent of the Trust or the Department) or repealed and that each such instrument remains in full force and effect as of such date, and (y) as of such date, no Event of Default or Default, as applicable, and no event which with the passage of time or the giving of notice may become or may be declared to be an Event of Default or a Default, shall have happened and shall be continuing under the Financing Agreement or any Project Regulatory Agreement;

(ii) The Interim Loan Note duly executed by Authorized Officers of the Borrower;

(iii) An opinion of Local Bond Counsel to the effect that the Financing Agreement, each Project Regulatory Agreement, any Additional Security, and the Interim

Loan Note have been duly authorized, executed and delivered by the Borrower in accordance with the Applicable Authority and each constitutes a valid and binding obligation of the Borrower enforceable in accordance with its terms and the terms of the Enabling Act and the Applicable Authority; the Interim Loan Note has been duly and validly executed by or on behalf of the Borrower and delivered to or upon the order of the Trust in accordance with the Financing Agreement and the Applicable Authority; and the Interim Loan Note constitutes (1) a valid and binding general obligation of the Borrower enforceable in accordance with its terms and payable as to principal, premium, if any, and interest (to the extent not paid from other sources) from (a) taxes which may be levied upon all taxable property within the territorial boundaries of the Borrower, subject only to the limit imposed by Chapter 59, Section 21C of the General Laws of the Commonwealth to the extent applicable to the Interim Loan Note, provided that taxes levied on certain taxable property located within a development district, if any, established by the Borrower pursuant to Chapter 40Q of the General Laws may be restricted and unavailable to pay debt service on the Interim Loan Note or (b) sums which may be annually apportioned and assessed by the Borrower on its Participating Members pursuant to the Applicable Authority, or (2) a general or special obligation of the Borrower (as provided in any Additional Security) payable from any Additional Security and any other moneys, funds and accounts provided in the Financing Agreement and secured by a valid pledge of and lien on and perfected security interest in any such Additional Security (in rendering the foregoing opinion, such counsel may take an exception on account of bankruptcy, insolvency and other laws affecting creditors' rights generally and to the exercise of judicial discretion in accordance with general equitable principles); and

(iv) An Interim Loan Origination Fee, in an amount equal to one-tenth of one percent (.1%) of the maximum aggregate principal amount of the Interim Loan Note, but not less than \$500 or more than \$1,000.

Section 11. Assignment, Transfer and Exchange.

(a) The Borrower acknowledges that the Trust may pledge and assign the Financing Agreement or all or part of its rights under the Financing Agreement, and the right, title and interest of the Trust in and to all or part of the Loan, the Local Governmental Obligations and Payments thereunder and under the Financing Agreement or any Additional Security to the Master Trustee in accordance with the Master Trust Agreement and in connection with any such assignment may transfer to the Master Trustee the Loan, the Local Governmental Obligations and any or all Payments and the Local Governmental Obligations attributable thereto, and the Borrower by its execution and delivery of the Financing Agreement expressly consents to any such assignment and transfer.

(b) In connection with any assignment by the Trust provided herein, the Borrower further agrees to deliver the Local Governmental Obligations, or other evidence of indebtedness, to the Trust on the Closing Date, or on any date thereafter when the Local Governmental Obligations, or other evidence of indebtedness, may be assigned, exchanged or transferred in accordance with its terms and the terms of the Financing Agreement, in such denominations, registered to such owners, in one or more series, and otherwise in such form and tenor as the Trust may request to evidence the Loan, if any, made, and the Payments payable, under the Financing

Agreement, separately or as a whole, or in part one or in part the other, or in any combination thereof, provided that the aggregate principal amount payable on the Local Governmental Obligations, or other evidence of indebtedness, shall not exceed the Principal Obligation payable under the Financing Agreement on the Loan plus interest, if any, accrued and to accrue thereon as provided therein and herein.

(c) Except as hereinabove provided, so long as any Event of Default shall not have occurred under the Financing Agreement and be continuing, the Trust shall not assign the Financing Agreement or the Loan, if any, made hereby, or transfer or sell the Local Governmental Obligations, without the prior written approval of the Borrower.

(d) The Borrower may not assign the Financing Agreement or the Loan, if any, or the Local Governmental Obligations, or any of its rights or obligations under the Financing Agreement or hereunder, without the express prior written consent of the Trust.

Section 12. Action by Parties. Where the Financing Agreement shall provide for any direction, consent, approval or other action to be taken or made by the Borrower, the Trust or the Department hereunder or under the Financing Agreement, such direction, consent, approval or other action shall be sufficiently taken or made for all purposes of the Financing Agreement if taken or made by Authorized Officers of the Borrower, the Trust or the Department, as the case may be.

Section 13. Notices. All notices, consents, certificates and other communications under the Financing Agreement shall be sufficiently given when delivered by hand or courier or sent by signed electronic mail or registered or certified mail, postage prepaid, addressed to the Addresses for Notice set forth in Schedule A of the Financing Agreement or to such further or different address as any of the parties to the Financing Agreement or the Department may designate in writing to the other notice parties indicated in said Schedule A.

Section 14. Severability. In the event any provision of the Financing Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 15. No Right of Set-Off. By their execution and delivery of the Financing Agreement, the Trust and the Borrower agree that, except as otherwise provided in the Financing Agreement, neither the Trust nor the Borrower shall have any right to set-off and apply any amount at any time held, and other indebtedness at any time owing, by the Trust to or for the account of the Borrower, or by the Borrower to or for the account of the Trust, as applicable, against any and all of the obligations of the Borrower or the Trust, as applicable, now or hereinafter existing on the Local Governmental Obligations, or other evidence of indebtedness, or otherwise under the Financing Agreement.

Section 16. Amendment of Financing Agreement and Other Instruments. Except as expressly provided herein or in the Financing Agreement with respect to the amendment of Schedule A, Schedule B and Schedule C of the Financing Agreement, the Financing Agreement and the Local Governmental Obligations, or other evidence of indebtedness, may not be amended, modified or changed in any respect except in writing signed by the parties to the Financing

Agreement. No such amendment, modification or change of the Financing Agreement which, in the reasonable opinion of the Department (expressed in a certificate of an Authorized Officer of the Department delivered to the Trust prior to the execution and delivery of such amendment, modification and change by the Trust), materially and adversely affects the rights and obligations of the Department under any Project Regulatory Agreement, shall be effective until the Department shall have consented in writing thereto. The Trust shall deliver a copy of any such proposed amendment, modification or change of the Financing Agreement to the Department at least ten (10) days prior to the execution and delivery thereof by the Trust.

Section 17. Term.

(a) The term of the Financing Agreement shall be from the date of execution and delivery thereof by the parties to the Financing Agreement until all Payments, all Administrative Fees and the Origination Fee payable under the Financing Agreement shall have been paid in full or provision for the payment thereof shall have been duly provided for in accordance with this Section 17.

(b) Notwithstanding anything in subsection 17(a) to the contrary, prior to the payment of all Payments payable under the Financing Agreement at the times and in the manner provided herein, the Borrower may defease its obligations under the Financing Agreement and under the Local Governmental Obligations, or other evidence of indebtedness, and upon such defeasance shall be discharged from its obligations, covenants and agreements under the Financing Agreement and under the Local Governmental Obligations, or other evidence of indebtedness, if the Borrower shall deposit with the Master Trustee for the account of the Trust either moneys in an amount sufficient, or Defeasance Obligations (as defined in the Master Trust Agreement), the principal installments of and/or interest on which when due, without reinvestment, will provide moneys which, together with the moneys, if any, deposited with the Master Trustee at the same time, will be sufficient, to pay (i) all Payments payable under the Financing Agreement at the times and in the amounts provided herein on the scheduled Payment Dates therefor, (ii) all Administrative Fees payable to the Trust under the Financing Agreement accrued to such date of deposit, (iii) the Origination Fee or any portion thereof that has not previously been paid to the Trust and (iv) any and all other amounts incurred or reasonably expected to be incurred by the Trust in effecting such defeasance.

Section 18. Pledge and Financing of Loans or Local Governmental Obligations to with Proceeds of Bonds; Additional Borrower Requirements. Notwithstanding anything in Section 10 hereto to the contrary, at the sole option of the Trust, upon not less than ten days prior notice to the Borrower, the Trust may finance any Loan or Local Governmental Obligations with proceeds of Bonds issued by the Trust and pledge such Loan or Local Governmental Obligations as security for such Bonds, provided that no such pledge and financing shall increase or otherwise adversely affect the obligations of the Borrower by changing the payment terms of the Loan or Local Governmental Obligations or the interest thereon or the security therefor, without the prior written consent of the Borrower. Upon such a pledge and financing of a Loan or Local Governmental Obligations by the Trust a Borrower may have to comply with certain additional requirements, including, without limitation:

(i) to update its Loan Questionnaire by completing and signing a Verification Form;

(ii) to sign such other documents as determined by bond counsel for such Bonds to be necessary and appropriate; and

(iii) to make such certifications as determined by bond counsel for such Bonds to be necessary and appropriate, including: (1) that it will not take, or permit to be taken, any action or actions that would cause any Bond, to which a Loan or a Local Governmental Obligation is pledged, to be an “arbitrage bond” within the meaning of Section 148 of the Code or a “private activity bond” within the meaning of Section 141(a) of the Code or that would cause any such Bond to be “federally guaranteed” within the meaning of Section 149(b) of the Code, or that would otherwise cause any amounts payable with respect to such Bonds to become included in the gross income of a holder of such Bonds for federal income tax purposes; and (2) that it will take all actions, maintain all records and accounts, and make all reports requested by the Trust or required by any provision of applicable law or the Project Regulatory Agreement, necessary to comply with, or necessary to permit the Trust to comply with, the provisions of Section 148(f) of the Code.

Section 19. Execution in Counterparts; Electronic Signatures. The Financing Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Electronic signatures shall be deemed original signatures for purposes of the Financing Agreement and all matters related thereto, with such electronic signatures having the same legal effect as original signatures. The parties to the Financing Agreement agree that the Financing Agreement, any amendment hereto or any other document necessary for the consummation of the transaction contemplated by the Financing Agreement may be accepted, executed or agreed to through the use of an electronic signature in accordance with applicable law and as so accepted, executed or agreed, will be binding on all parties to the Financing Agreement.

Section 20. Applicable Law. The Financing Agreement, including these Terms and Conditions and all schedules to the Financing Agreement, shall be governed by and construed in accordance with the laws of the Commonwealth.

Section 21. Further Assurances. The Borrower shall, at the request of the Trust, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, covenants and agreements granted or made or intended to be granted or made by the Financing Agreement and the Local Governmental Obligations, or other evidence of indebtedness.

Section 22. Prior Financing Agreements. Except as otherwise provided herein, the Financing Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties relating to the subject matter of the financing of the Project and the Financing Agreement, including these Terms and Conditions and constitutes the entire agreement between the parties in respect to the Financing Agreement and hereof.

CROSS-CUTTING FEDERAL AUTHORITIES

The following list of cross-cutting federal authorities is provided for reference only; additional applicable federal cross-cutting authorities may exist. While the Super-Cross Cutters apply in all circumstances, certain of the Other Cross-Cutting Authorities listed may not apply in all circumstances.

Super Cross-Cutters

- Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d *et seq.*
- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794
- The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Pub. L. 95-500

Other Cross-Cutting Authorities

- Executive Order 11246 (1965) – Equal Employment Opportunity, as amended
- Archeological and Historic Preservation Act, 54 U.S.C. 312502
- Clean Air Act, 42 U.S.C. 7506(c)
- Coastal Barriers Resources Act, 16 U.S.C. 3501 *et seq.*
- Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*
- Endangered Species Act of 1973, 16 U.S.C. 1531 *et seq.*
- Executive Order 12898 (1994) – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- Farmland Protection Policy Act, 7 U.S.C. 4201 *et seq.*
- Fish and Wildlife Coordination Act, 16 U.S.C. 661 *et seq.*
- Executive Order 11988 (1977) – Floodplain Management
- Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801 *et seq.*
- Marine Mammal Protection Act of 1972, Pub. L. 92-522.
- Migratory Bird Treaty Act, 16 U.S.C. 703 *et seq.*
- National Historic Preservation Act, 54 U.S.C. 300101 *et seq.*
- Executive Order 11990 (1977) – Protection of Wetlands
- Safe Drinking Water Act, 42 U.S.C. 300f *et seq.*
- Wild and Scenic Rivers Act, 16 U.S.C. 1271 *et seq.*
- Executive Order 11593 (1971) – Protection and Enhancement of the Cultural Environment



Town of Mashpee

Fire & Rescue Department

20 Frank Hicks Drive Human Resources Department
Mashpee, MA 02649
V 508.539.1457
F 508.539.1453

RECEIVED

MAY 19 2023

Date: May 19, 2023

From: Fire Chief John F. Phelan

To: Rodney Collins, Town Manager

Re: New Hire Certified Process

Mr. Collins:

An entry-level Firefighter written exam process was initiated and posted on the Town website and in the newspaper. The Town Human Resources Department administered the entry-level written exam at the Mashpee Public Library on October 12, 2022. The HR Department received 16 applicants, with 14 attending the exam.

The ten candidates who received a passing score of 70% or greater were selected for an interview. The ten candidates were set up for an interview by a three-person panel on November 8, 2022. The three-person panel comprised the Assistant Town Manager, Human Resources Director, and the Town of Sandwich Deputy Fire Chief. The same set of interactive questions was asked of each candidate. After the interviews, the panel further scored candidates and ranked them into four categories. These consisted of the list below.

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

The final ranking list was given to the Fire Chief, and the top four Candidates were selected and participated in an Appointing Authority interview on November 14, 2022.

Candidate *Connor Peltier* was granted a final interview with the Fire Chief on *January 17, 2023*, and given a conditional offer for hire. The conditional offer consists of the list below.

- Comprehensive background investigation
- Physical examination by the Town Appointed Physician
- Psychological assessment by the Town Appointed Psychologist
- The Firefighter must be a Massachusetts Certified EMT.



Town of Mashpee

Fire & Rescue Department

20 Frank Hicks Drive
Mashpee, MA 02649
V 508.539.1457
F 508.539.1453

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

Mr. Peltier must attend and graduate from the Massachusetts Firefighting Academy within his probationary period. Additionally, Mr. Peltier must sign a "Reimbursement of Training Costs" agreement provided by the Human Resources Department, should he terminate his employment, prior to working full-time for three years.

John F. Phelan, Fire Chief

A handwritten signature in cursive script, appearing to read "John F. Phelan", written in dark ink.

TOWN OF MASHPEE POSITION APPOINTMENT/REAPPOINTMENT REQUEST

Effective: September 1, 2016

JOB TITLE: Firefighter/EMT DEPARTMENT: Fire

EMPLOYEE: Connor Peltier UNION/UNIT: IAFF 2519

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: \$26.7377 Per Hour
Per Week \$58,395.33 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.

Kim Landry 5-19-23
Human Resources Director Signature Date

I request this appointment/promotion to be effective on: June 6, 2023

[Signature] 5/19/23
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

"Serving with pride and integrity"



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

Scott W. Carline
Chief of Police

MEMORANDUM

RECEIVED

MAY 08 2023

To: Human Resources Director, Kim Landry
From: Captain Thomas A. Rose
Re: Police Officer Process Certification/Hire
Date: May 8, 2023

Human Resources Department

A patrol officer hiring process was initiated and posted on October 21, 2022 for qualified trained applicants for the position of police officer. The filing deadline date was November 3, 2022. Candidates applying for this position were required to submit a town application and resume to the Town of Mashpee Human Resources Department. The police officer process consisted of the following:

1. Physical Agility Test
2. Police officer oral board examination
3. Appointing authority interview with the Chief of Police

On November 16, 2022 physical agility testing was conducted at the Mashpee Police Department and at the Mashpee High School. Physical agility testing consisted of the following categories: 1.5 mile run, one repetition bench press, push-ups, and sit-ups. This testing was in compliance with the Cooper Standard Requirements based upon individual age and weight.

On November 29, 2022 Oral Board Examinations were conducted at the Mashpee Police Department. The oral board consisted of the following members; Lt. Olivier Naas (Char), Det. Sgt. Ryan Nardone, Patrol Officer Jeffrey Donnis, and Human Resource Director Kimberly Landry.

The candidates were asked a series of uniformed questions focusing on work ethic, dedication, competence, and past experience. Candidates were 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, judgment, poise, pride, motivation, responsibility, general knowledge, and overall fitness for the position.

On November 29, 2022 appointing authority interviews were conducted by Chief Scott Carline, Captain Thomas A. Rose was present.

I affirm that all phases of the selection process for police officer have been completed in accordance with all the policies and procedures established by the Town of Mashpee and its police department. This process has been monitored and reviewed by the Town of Mashpee Human Resources Department.

I respectfully request certification of the selection process with the appointment of Riley Lacroix to the position of police officer.

cc.

Town Manager- Rodney Collins
Asst. Town Manager- Wayne Taylor
Town Clerk's Office

TOWN OF MASHPEE POSITION APPOINTMENT/REAPPOINTMENT REQUEST

Effective: September 1, 2016

JOB TITLE: Police Officer DEPARTMENT: Police
EMPLOYEE: Riley LaCroix 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: NIA STEP: 1 RATE OF PAY: \$29.4533 Per Hour
Per Week \$57,334.43 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.

Keri Landry 5-9-23
Human Resources Director Signature Date

I request this appointment/promotion to be effective on: June 13, 2023

[Signature] 5-10-23
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


OFFICE OF THE SELECT BOARD

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

MEMORANDUM

Date: May 31, 2023

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

From: Stephanie A. Coleman, Administrative Secretary 

Re: Board, Committee and Commission: Appointment

Description

Discussion of the Following Appointment:

Zoning Board of Appeals: Sharon Sangeleer, Member at Large (Term Expires June 30, 2024)

Sharon Sangeleer is currently serving as an Associate Member. Attached is the recommendation for appointment as a Member at Large.

ZBA Promoted Sharon Sangeleer to a Full Board Member

Mary Ann Romero

Thu 5/11/2023 11:57 AM

To: Terrie Cook <tmcook@mashpeema.gov>

Cc: Stephanie Coleman <SColeman@mashpeema.gov>

Hi Terrie;

The ZBA voted all in favor to promote Sharon Sangeleer as a Full Board Member at last night's ZBA hearings.

Best regards;

Mary Ann Romero | Administrative Secretary

Zoning Board of Appeals

Town of Mashpee

16 Great Neck Road North

Mashpee, MA 02649

508-539-1400 Ext. 8558

mromero@mashpeema.gov



TOWN OF MASHPEE

OFFICE OF THE SELECT BOARD

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

MEMORANDUM

Date: May 31, 2023

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

From: Stephanie A. Coleman, Administrative Secretary 

Re: One Day Liquor License Application(s)

Description

Discussion of the Following One Day Liquor License Applications:

- Beer and Wine: Naukabout Beer Co. LLC, Naukabout Gardens at the Commons, 6/20/2023 -7/17/2023:
Peter Murner
- Beer and Wine: Naukabout Beer Co. LLC, Naukabout Gardens at the Commons, 7/18/2023-8/14/2023:
Jeff Conley
- Beer and Wine: Naukabout Beer Co. LLC, Naukabout Gardens at the Commons, 8/15/2023-9/11/2023:
Jennifer Conley
- Beer and Wine: Naukabout Beer Co. LLC, Naukabout Gardens at the Commons, 9/12/2023-10/9/2023:
Melissa Murner
- Beer and Wine: Naukabout Beer Co. LLC, Naukabout Gardens at the Commons, 10/10/2023-11/6/2023:
Margaret Murner
- Beer and Wine: Naukabout Beer Co. LLC, Naukabout Gardens at the Commons, 11/7/2023-12/4/2023:
Leif Rotsaert

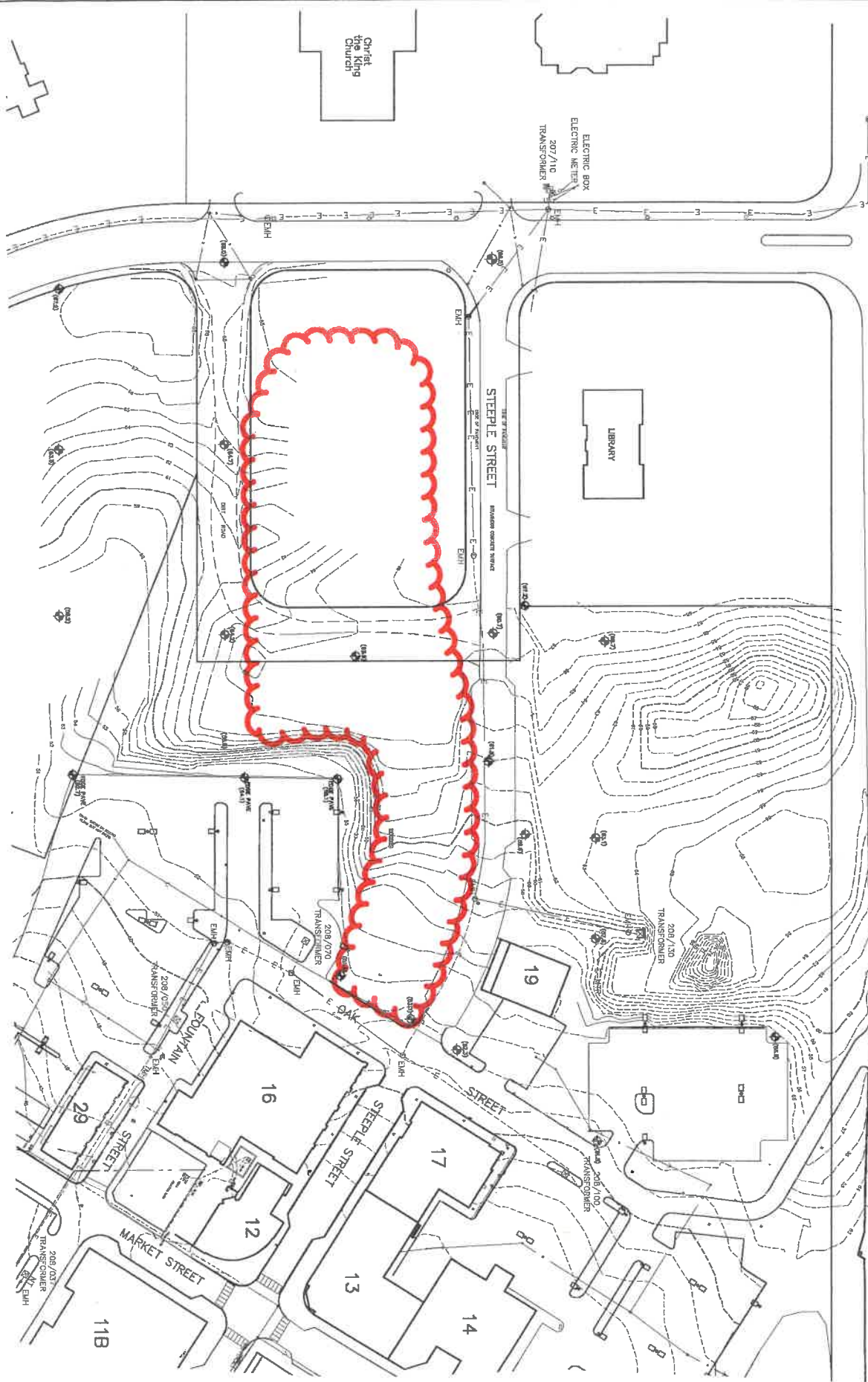
Naukabout Beer Co., LLC is proposing to host a pop up beer garden located at the Mashpee Commons Village Common, located at 4 Job's Fishing Road (see attached map). Mashpee Commons has granted permission for Naukabout to use the location. Each applicant from Naukabout Beer Co., LLC is applying for 28 consecutive One Day Liquor Licenses for Beer and Wine. In accordance with M.G.L. c. 138 § 14 the Local Licensing Authority may issue special licenses such as One Day Liquor Licenses for the sale of wines and/or malt beverages to any enterprise. The license is to be utilized for a single day. A special license can be granted to any person a total of thirty (30) days per calendar year and no more. M.G.L. does not prohibit different individuals from a single organization from applying for more than one special license.

Town of Mashpee One Day Beer and Wine License: \$40.00 – Non Profit = \$1,120.00 per applicant

TO POLICE AND
FIRE DEPARTMENT

UP 34/10
UP 34/8/P
UP 34/8
UP 34/7
UP 34/6

ROUTE 151 NATHAN S. ELLIS HIGHWAY



BSS
DESIGN

LAND SURVEYING
CIVIL ENGINEERING
LAND PLANNING

1000 South Main Street
Mashpee, Massachusetts 02542
508-548-0000 FAX 508-548-0001

PLAN OF STEEPLE STREET
PREPARED FOR
MASHPEE COMMONS LIMITED PARTNERSHIP
MASHPEE, MASSACHUSETTS

1" = 40'
DATE
OCT 8, 2005
EJP
CHECKED
DATE
4/2/06

DRAWING NUMBER
B15-59

MASHPEE COMMONS LIMITED PARTNERSHIP

May 22, 2023

Town of Mashpee Select Board
Attn: John Cotton, Chair
16 Great Neck Road North
Mashpee, MA 02649

RE: Naukabout Brewery Beer Garden

Dear Mr. Cotton and Members of the Board,

Please accept this letter as our approval and support of the request submitted by Peter Murner of the Naukabout Brewing Company to host a beer garden at the Mashpee Commons Village Common, located at 4 Job's Fishing Road.

As an established and successful local small business owner, we believe that Peter is the right person to host the beer garden concept, in keeping with the family friendly environment throughout Mashpee Commons. Peter has experience hosting event-based beer gardens in Mashpee Commons, and has demonstrated his attention to the operational and management details associated with running these events.

We are excited by the possibility of this venture with Naukabout Brewing Company, and hope that the request is approved. Should you have any questions, please let me know.

Regards,



Thomas Feronti
Mashpee Commons Limited Partnership

Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

One-Day Permit

For a One Day Special Permit you must contact the Local Licensing Authority of the city or town the event is held in.

The Local Licensing Authorities may issue special licenses for the sale of wines and/or malt beverages to any enterprise however, special licenses for the sale of all alcoholic beverages may be issued to non-profit organizations only. The license is to be utilized for a single day.

The Local Licensing Authorities cannot grant special licenses to:

- a. any person for more than a total of 30 days per calendar year,
- b. to any person that has an on premises license application pending before it,
- c. any premises that has an alcoholic beverages license.

Special licensees CANNOT purchase alcoholic beverages from a package store.

Part I

ADMINISTRATION OF THE GOVERNMENT

Title XX

PUBLIC SAFETY AND GOOD ORDER

Chapter 138

ALCOHOLIC LIQUORS

Section 14

SPECIAL LICENSES TO MANAGERS OF INDOOR OR OUTDOOR ACTIVITIES; FEES

Section 14. In a city or town wherein the granting of licenses to sell all alcoholic beverages or wines and malt beverages only is authorized under this chapter, special licenses for the sale of wines and malt beverages only, or either of them, may be issued by the local licensing authorities, to the responsible manager of any indoor or outdoor activity or enterprise; provided, however, in any city or town wherein the granting of licenses to sell all alcoholic beverages is authorized under this chapter, special licenses for the sale of all alcoholic beverages or wine and malt beverages only, or any of them, may be issued by the local licensing authorities to the responsible manager of any nonprofit organization conducting any indoor or outdoor activity or enterprise. Special licenses for the dispensing of wines and malt beverages in dining halls maintained by incorporated educational institutions authorized to grant degrees may be granted by the local licensing authorities in such a city or town to such institutions; provided, that such beverages shall be served only to persons

over twenty-one years of age. The fees for licenses granted under this section shall be fixed from time to time by the local licensing authorities and need not be uniform.

A nonprofit charitable corporation organized pursuant to chapter 180 and registered with the division of public charities in the department of the attorney general and licensed pursuant to this section may accept free alcoholic beverages donated to the nonprofit charitable corporation by an individual, by a person licensed to manufacture alcoholic beverages or by a person licensed to sell alcoholic beverages at wholesale or retail pursuant to this chapter for the purpose of serving such donated alcoholic beverages at fundraising events for the benefit of the nonprofit charitable corporation.

A license under this section shall not be granted to any person while his application for a license under section twelve is pending before the licensing authorities.



TOWN OF MASHPEE

16 Great Neck Rd North, Mashpee MA 02649

J Marie Stevenson
Chair, Mashpee Inclusion & Diversity Committee

MEMORANDUM

TO: Terrie Cook
Administrative Assistant

DATE: May 11, 2023

FROM: Rowela Kent
Co-Chair, Race Amity Day

PAGES: Total Two (2) Pages [including this page]

RE: *Request to add 3rd Annual Race Amity Day Festival Proclamation*

Our committee would like to request your office to add attached Race Amity Day Festival Proclamation for 5th of June Select Board meeting.

Thank you.

enclosure



A PROCLAMATION *Race Amity Day*

WHEREAS, Massachusetts supports the Great Seal of the United States of America which bears the inscription E Pluribus Unum, which translates from Latin as “Out of many, one”; and

WHEREAS, the greatest asset of the Commonwealth of Massachusetts is its people; and

WHEREAS, friendship, collegiality, civility, respect, and kindness are commonly shared ideals of the collective citizenry of the Commonwealth of Massachusetts; and

WHEREAS, the *Towards E Pluribus Unum Initiative* has invited communities across the United States of America to join in introspection and reflection on the beauty and richness of the diverse peoples of this great nation while reaching out with a spirit of amity toward one another annually on the second Sunday in June; and

WHEREAS, H 2745, Chapter 163 of Acts of 2015 of the Commonwealth of Massachusetts establishes the second Sunday in June annually as Race Amity Day; and

THEREFORE, we, the members of the Mashpee Select Board, do hereby proclaim Sunday, June 11, 2023 to be “RACE AMITY DAY” in the Town of Mashpee.

Mashpee Select Board

John J. Cotton, Chair

Thomas F. O’Hara, Vice-Chair

Carol A. Sherman, Clerk

David W. Weeden

Michaela Wyman-Colombo



A PROCLAMATION *Veterans Appreciation Week*

WHEREAS, the Town of Mashpee will dedicate a very special monument to our veterans on Saturday, June 17, 2023, with a parade starting at Town Hall at 10:00 am, a ceremony and unveiling of the monument at the Mashpee Community Park at 11:00 am; and

WHEREAS, the Veterans Monument will contain the names of all two hundred and fifty-two men and women from Mashpee who served in all our nation's wars from the Revolutionary War to Vietnam, including the names of twenty-one who never returned, giving the ultimate sacrifice; and

WHEREAS, after four years of research using military, town, state and tribal records, the monument is completed; and

WHEREAS, with this monument, all citizens are urged to remember our veterans' bravery, honor and sacrifice and to remember all from Mashpee, in each of the wars, who through this monument now have their names eternally engraved in granite for all to see and remember, so no one will ever forget their legacy; and

WHEREAS, the monument is historic as in addition to honoring all our veterans who served from Mashpee in those wars, it is perhaps the only monument in the country that contains the actual names of Native-Americans from one town that fought and sacrificed in all of America's wars; and

NOW, THEREFORE, we, the members of the Mashpee Select Board, do hereby proclaim June 11 through June 17, 2023 as "Veterans Appreciation Week" and further, do hereby proclaim Saturday, June 17, 2023 to be "Veterans Appreciation Day" as a day to witness the unveiling of the Mashpee Veterans Monument to honor the men and women from Mashpee that served in the country's wars.

Mashpee Select Board

John J. Cotton, Chair

Thomas F. O'Hara, Vice-Chair

Carol A. Sherman, Clerk

David W. Weeden

Michaela Wyman-Colombo

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



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

MEMORANDUM

Date: June 1, 2023

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

From: Terrie M. Cook, Administrative Assistant

Re: Boards, Committees, Councils and Commissions: Annual Reappointments

Discussion and Approval of the Annual Reappointments to Boards, Committees, Councils and Commissions

Each year in June, the Select Board reappoints members of Boards, Committees, Councils and Commissions of whose terms are expiring in June of 2023, if said members have NOT submitted letters of resignation to the Board.

The attached chart has all members that are to be considered by the Board for reappointment.

Thank you.

JUNE 2023 BOARD and COMMITTEE REAPPOINTMENT LIST

Affordable Housing Committee	Gary Shuman	Member At-Large	1 Year	June 30, 2024
Affordable Housing Committee	Noelle Pina	Member At-Large	1 Year	June 30, 2024
Affordable Housing Committee	Allan Isbitz	Member At-Large	1 Year	June 30, 2024
Affordable Housing Committee	Stephanie A. Coleman	Member At-Large	1 Year	June 30, 2024
Affordable Housing Committee	Kayla Baier	Member At-Large	1 Year	June 30, 2024
Americans with Disabilities Act Committee	Kim Landry	Compliance Officer	1 Year	June 30, 2024
Americans with Disabilities Act Committee	Merrill Blum	Member At-Large	1 Year	June 30, 2024
Americans with Disabilities Act Committee	Colleen Meehan	Member At-Large	1 Year	June 30, 2024
Americans with Disabilities Act Committee	David Morris**	Building Commissioner	1 Year	June 30, 2024
Assessors, Board of	Paul Andrews	Member At-Large	3 Years	June 30, 2026
Cape & Vineyard Electric Cooperative	Wayne Taylor	Mashpee Rep	3 Years	June 30, 2026
Cape Cod Joint Transportation	Catherine Laurent	Mashpee Rep	1 Year	June 30, 2024
Cape Cod Municipal Health Group Rep	Rodney Collins Town Manager	Alternate Lisa Krause HR Benefits Administrator	1 Year	June 30, 2024
Capital Improvement Program (CIP)	Rodney Collins	Town Manager	1 Year	June 30, 2024
CIP	Dawn Thayer	Town Accountant	1 Year	June 30, 2024
CIP	John Livingston	Member At-Large	1 Year	June 30, 2024
CIP	Edmund Sarno	Member At-Large	1 Year	June 30, 2024
CC Regional Transit Authority Board	Wayne Taylor	Mashpee Rep	1 Year	June 30, 2024
Cape Light Compact JPE	Wayne Taylor	Mashpee Rep	1 Year	June 30, 2024
Cemetery Commission	Ernest Virgilio		3 Years	June 30, 2026
Community Garden Advisory Committee	Sheryl Carberry		3 Years	June 30, 2026
Community Garden Advisory Committee	Kirsten Nordstrom		3 Years	June 30, 2026

JUNE 2023 BOARD and COMMITTEE REAPPOINTMENT LIST

Community Park Committee					
Community Park Committee	Carol A. Sherman	Select Board Representative	1 Year	June 30, 2024	
Community Park Committee	Richard DeSorgher	Member At-Large	1 Year	June 30, 2024	
Community Park Committee	Rodney Collins	Town Manager	1 Year	June 30, 2024	
Community Park Committee	Catherine Laurent	Member At-Large	1 Year	June 30, 2024	
Community Park Committee	Janice Walford	Member At-Large	1 Year	June 30, 2024	
Community Preservation Act Committee					
Community Preservation Act Committee	Carol A. Sherman	Select Board/Park Commissioner	1 Year	June 30, 2024	
Community Preservation Act Committee	Arden Russell, <i>Chair</i>	Member At-Large	1 Year	June 30, 2024	
Community Preservation Act Committee	Barbara Lynne Barbee	Member At-Large	1 Year	June 30, 2024	
Community Preservation Act Committee	Dawn Thayer	Member At-Large	1 Year	June 30, 2024	
Conservation Commission					
Conservation Commission	Steve Cook	Member At-Large	3 Years	June 30, 2026	
Conservation Commission	Paul Colombo, <i>Chair</i>	Member At-Large	3 Years	June 30, 2026	
Conservation Commission	Sandra Godfrey	Member At-Large	3 Years	June 30, 2026	
Conservation Commission	Chad Smith	Associate Member	1 Year	June 30, 2024	
Council on Aging					
Council on Aging	Colleen Meehan	Member At-Large	3 Years	June 30, 2026	
Council on Aging	Merrill Blum	Member At-Large	3 Years	June 30, 2026	
Cultural Council					
Cultural Council	Andrea Watson, <i>Co-Chair</i>	Member At-Large	3 Years	Sept 30, 2026	
Cultural Council	Janet Wright	Member At-Large	3 Years	Sept 30, 2026	
Cultural Council	Wendy Bornstein	Member At-Large	3 Years	Sept 30, 2026	
Design Review Committee					
Design Review Committee	David Morris	Building Commissioner	1 Year	June 30, 2024	
Design Review Committee	Tyler Gaudreau	Member At-Large (landscape)	1 Year	June 30, 2024	
Design Review Committee	Miles Bernadett Peters	Member At-Large (landscape)	1 Year	June 30, 2024	
Economic Development Industrial Corp.					
EDIC	Pamela McCarthy	Member At-Large	1 Year	June 30, 2024	
EDIC	Patrice Pimental	Finance	1 Year	June 30, 2024	
EDIC	Robyn Simmons	Low-Income	1 Year	June 30, 2024	
EDIC	Rick Cayer	Commercial	1 Year	June 30, 2024	
EDIC	Carol Sherman	Municipal Government Rep	1 Year	June 30, 2024	

JUNE 2023 BOARD and COMMITTEE REAPPOINTMENT LIST

EDIC	Glenn Thompson	Commercial	1 Year	June 30, 2024
EDIC	Denise Dutson	Real Estate Rep	1 Year	June 30, 2024
Emergency Management Operations Manager	Jack Phelan	Fire Chief	1 Year	June 30, 2024
Emergency Management Operations Advisor	Ernest Virgilio		1 Year	June 30, 2024
Hazardous Waste Coordinator	Jack Phelan	Fire Chief	1 Year	June 30, 2024
Health, Board of	John Livingston	Member At-Large	3 Years	June 30, 2026
Historic District Commission	Michael Robbins	Member At-Large	3 Years	June 30, 2026
Historic District Commission	Maureen Paxton	Member At-Large (Architect Prefer)	3 Years	June 30, 2026
Historic District Commission	Earl H. Mills, Sr.	Resident in District	3 Years	June 30, 2026
Historical Commission	Richard P. DeSorgher	Member At-Large	3 Years	June 30, 2026
Historical Commission	Nancy Soderberg	Member At-Large	3 Years	June 30, 2026
Historical Commission	Brian Hyde	Member At-Large	3 Years	June 30, 2026
Human Rights Commission Town Advisory Council	Gail Wilson		1 Year	June 30, 2024
Human Services Committee	Carol A. Sherman	Select Board Representative	1 Year	June 30, 2024
Human Services Committee	Mary Bradbury	Recreation Director	1 Year	June 30, 2024
Human Services Committee	Heidi McLaughlin	COA Director	1 Year	June 30, 2024
Human Services Committee	Sam MacDonald	Member At-Large	1 Year	June 30, 2024
Human Services Committee	Barbara Lynne Barbee	Member At-Large	1 Year	June 30, 2024
MCAT	Christopher R. Nelson II	Member At-Large	3 Years	June 30, 2026
MIDC	Gail Wilson	Member At-Large	2 Years	June 30, 2025
MIDC	Rolf Brandt	Member At-Large	2 Years	June 30, 2025
MIDC	Mohamad Fahd	Member At-Large	2 Years	June 30, 2025

JUNE 2023 BOARD and COMMITTEE REAPPOINTMENT LIST

Mashpee TV Executive Board	Wayne Taylor	Select Board Designee	1 Year	June 30, 2024
Mashpee Wakeby Lake Management	Barbara Nichols		1 Year	June 30, 2024
Mashpee Wakeby Lake Management	Deborah McManus		1 Year	June 30, 2024
Mashpee Wakeby Lake Management	Brian Mauro		1 Year	June 30, 2024
Mashpee Wakeby Lake Management	Donald MacDonald		1 Year	June 30, 2024
Mashpee Wakeby Lake Management	Michael Rapacz		1 Year	June 30, 2024
Mashpee Wakeby Lake Management	Paul S. Bibo		1 Year	June 30, 2024
MMR Representative	John Cotton		1 Year	June 30, 2024
Plan Review Committee	David Morris	Building Commissioner	1 Year	June 30, 2024
Plan Review Committee	Zachary Seabury	Health Agent	1 Year	June 30, 2024
Plan Review Committee	Evan Lehrer	Town Planner	1 Year	June 30, 2024
Plan Review Committee	Andrew McManus	Conservation Agent	1 Year	June 30, 2024
Plan Review Committee	Jack Phelan	Fire Designee	1 Year	June 30, 2024
Plan Review Committee	Scott Carline	Police Designee	1 Year	June 30, 2024
Plan Review Committee	Catherine Laurent	DPW Director	1 Year	June 30, 2024
Plan Review Committee	Rodney Collins	Town Manager	1 Year	June 30, 2024
Senior Management Board (SMB)	John Cotton	Select Board Rep	1 Year	June 30, 2024
Sewer Commission	Joseph N. Lyons	Precinct 5	3 Years	June 30, 2026
Sewer Commission	Phyllis Sprout	Member At-Large	3 Years	June 30, 2026
Sewer Commission	Erin Copeland	Member At-Large	3 Years	June 30, 2026
Shellfish Commission	Christopher Avis	Shellfish Constable	1 Year	June 30, 2024
Shellfish Commission	William Holmes	Commercial Rep	3 Years	June 30, 2026
Shellfish Commission	Daryl Christensen	Recreational Rep	3 Years	June 30, 2026
Shellfish Commission	Vernon Pocknett	Associate Member	1 Year	June 30, 2024
Shellfish Commission	Mark Weissman	Associate Member	1 Year	June 30, 2024
Shellfish Commission	Jaime Pachico	Associate Member	1 Year	June 30, 2024

JUNE 2023 BOARD and COMMITTEE REAPPOINTMENT LIST

Special Events Committee	Jack Phelan			1 Year	June 30, 2024
Special Events Committee	Marjorie Phillips			1 Year	June 30, 2024
Special Events Committee	Mark Lawrence			1 Year	June 30, 2024
Special Events Committee	Mary Bradbury			1 Year	June 30, 2024
Special Events Committee	Krysten Kelliher			1 Year	June 30, 2024
Special Events Committee	Susan Stogel			1 Year	June 30, 2024
Special Events Committee	Wayne Taylor			1 Year	June 30, 2024
Special Events Committee	Rodney Collins			1 Year	June 30, 2024
Storm Water Management Task Force	Wayne Taylor		SB/Town Manager Representative	1 Year	June 30, 2024
Storm Water Management Task Force	Catherine Laurent		Director of DPW	1 Year	June 30, 2024
Storm Water Management Task Force	Andrew McManus		Conservation Agent	1 Year	June 30, 2024
Storm Water Management Task Force	Ashley Fisher		Director of Natural Resources	1 Year	June 30, 2024
Storm Water Management Task Force	Evan Lehrer		Town Planner	1 Year	June 30, 2024
Storm Water Management Task Force	Zachary Seabury		Health Agent	1 Year	June 30, 2024
Streetlight Committee	Scott Carline		Police Chief	1 Year	June 30, 2024
Streetlight Committee	Catherine Laurent		DPW Director	1 Year	June 30, 2024
Streetlight Committee	Christopher Avis		Member At-Large	1 Year	June 30, 2024
Subdivision Appeals Board	Catherine Laurent		DPW Director	3 Years	June 30, 2026
Waterways Commission (Code §5-52)	Richard P. Noonan		Member At-Large	3 Years	June 30, 2026
Waterways Commission	Gregg Fraser		Member At-Large	3 Years	June 30, 2026
Waterways Commission	Stephen Mone		Member At-Large	3 Years	June 30, 2026
Zoning Board of Appeals (ZBA)	Ron Bonvie		Member At-Large	3 Years	June 30, 2026
Zoning Board of Appeals (ZBA)	Charles P. Reidy III		Associate Member	3 Years	June 30, 2026