

AGENDA *AMENDED*
BOARD OF SELECTMEN
MONDAY, JUNE 28, 2021
WAQUOIT MEETING ROOM
MASHPEE TOWN HALL
16 GREAT NECK ROAD NORTH
MASHPEE, MA 02649

MASHPEE TOWN CLERK

JUN 24 2021

RECEIVED BY: SM

Broadcast Live on Local Cable Channel 18

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

6 p.m. – Convene Meeting in Open Session

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Convene Joint Meeting with the Affordable Housing Trust

- Update on 950 Falmouth Road Affordable Housing Project
- Discussion and Approval of Housing Assistance Corporation Request for Additional Funding for 950 Falmouth Road
- Discussion and Approval of Pursuing Transferring the 108 Commercial Street Property from the Town of Mashpee to the Affordable Housing Trust

Adjourn Joint Meeting with the Affordable Housing Trust

MINUTES

Approval of the following: Monday, June 7, 2021 Regular Session

APPOINTMENTS & HEARINGS

- Public Comment
- 6:40 pm Public Hearing: Liquor License Amendment Application of Better Food, LLC dba Siena 17 Steeple Street Mashpee, MA: Alteration of Premises: *Graham Silliman*
- Discussion of the July 1, 2021 Ban on the Sale of Alcohol Nips: *Dena Rymsha; Representatives of the Mashpee Wine and Spirits Retail Community*
- Discussion and Approval of Award of Annual Contract for Operation of the Transfer Station, Hauling of Recyclables: *Department of Public Works Director Catherine Laurent*
- Discussion and Approval of Temporary Sign Permit: Annual Seaside Le Mans, September 4th – 11th, 2021: *Kelsey Ellis*
- Discussion and Approval of Appointment of the following:
Sewer Commission Member-at-Large (Term Expires June 30, 2023): *Alfred R. Towle*

COMMUNICATIONS & CORRESPONDENCE

OLD BUSINESS

- Discussion and Approval of 2021-22 Liaison Assignments

NEW BUSINESS

- Update on Cyanobacteria Blooms in Mashpee-Wakeby and Santuit Ponds: *DNR Director Ashley Fisher*
- Discussion and Approval of Seasonal No Parking Designation on the Entry Road to the State Boat Ramp for Mashpee-Wakeby Pond (Fisherman's Landing off of Route 130)
- Discussion and Approval of Acceptance of Unit Deed for 31 Mercantile Way Units 6 & 7 Mashpee, MA
- Discussion and Approval of Letter Opposing the Multi-Purpose Machine Gun Range Proposed by the Massachusetts National Guard
- Discussion and Approval to Authorize the Town Manager to Execute the Required Submissions for Financial Assistance from the Massachusetts Clean Water Trust

LIAISON REPORTS

TOWN MANAGER UPDATES

ADDITIONAL TOPICS

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

EXECUTIVE SESSION

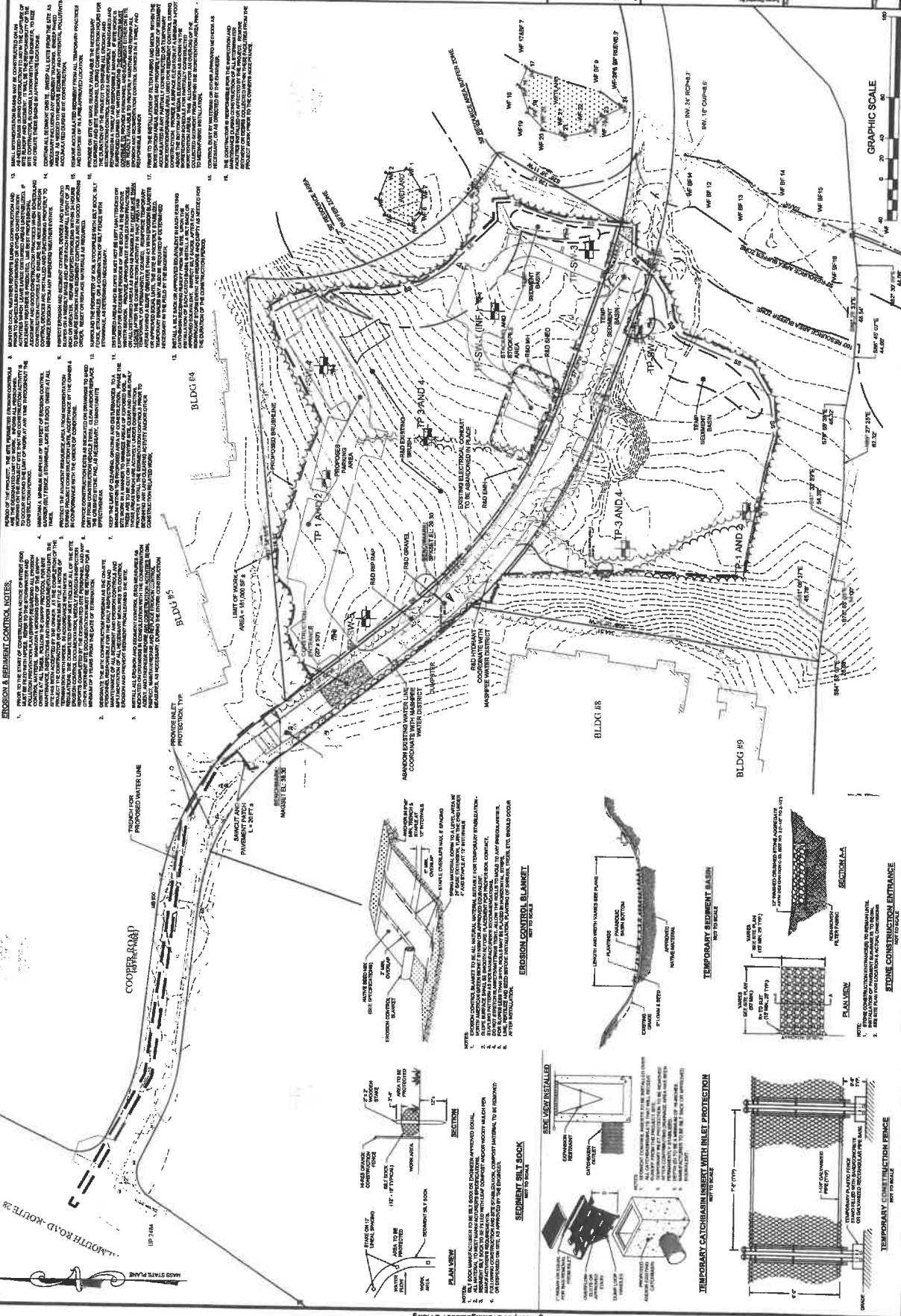
ADJOURNMENT

950 FALMOUTH ROAD PERMITTING PLANS MASHPEE, MASSACHUSETTS

Horley Wilton Group, Inc.
1000 Main Street
Mashpee, MA 02542
Phone: (508) 231-0000
Fax: (508) 231-0001
www.horleywilton.com

Project No. 20031
Date: 02/21/2021
Sheet: 4 of 21
C-4

1 INCH = 40 FEET



EROSION & SEDIMENT CONTROL MEASURES

1. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD TO PREVENT EROSION AND SEDIMENTATION FROM THE SITE. ALL EROSION CONTROL MEASURES SHALL BE DESIGNED AND CONSTRUCTED TO PREVENT EROSION AND SEDIMENTATION FROM THE SITE. ALL EROSION CONTROL MEASURES SHALL BE DESIGNED AND CONSTRUCTED TO PREVENT EROSION AND SEDIMENTATION FROM THE SITE.
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TEMPORARY SEDIMENT BASIN

1. THE BASIN SHALL BE DESIGNED TO CAPTURE AND SEDIMENT ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD TO PREVENT EROSION AND SEDIMENTATION FROM THE SITE. ALL EROSION CONTROL MEASURES SHALL BE DESIGNED AND CONSTRUCTED TO PREVENT EROSION AND SEDIMENTATION FROM THE SITE.
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TEMPORARY CATCHMENT BASIN WITH INLET PROTECTION

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EROSION CONTROL BLANKET

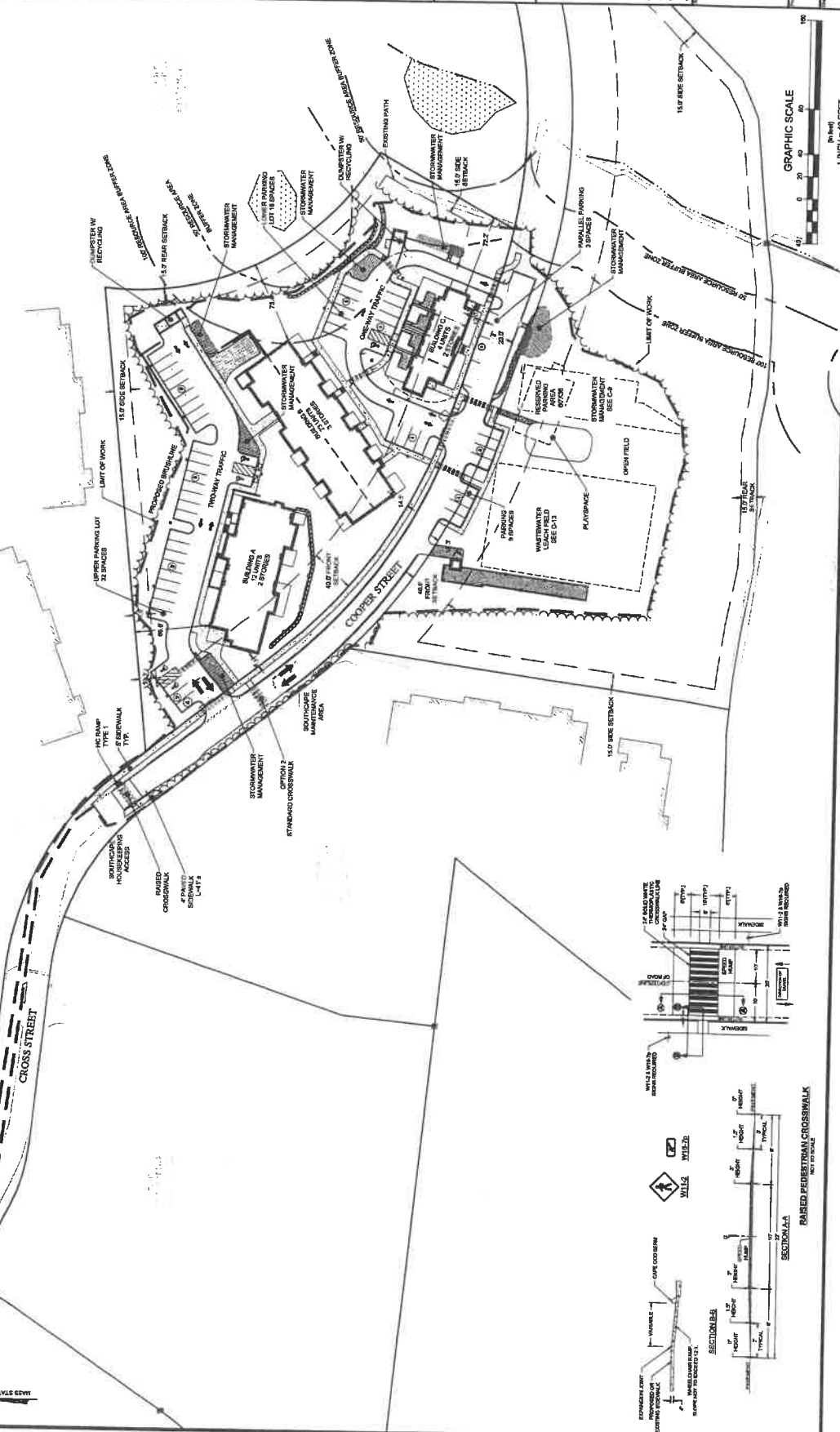
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Forney Pressed Dry
Horsley Witten Group, Inc.
10000
Landover, MD 20785
Phone (301) 533-0600
Fax —
E-mail: info@hws.com
Web: <http://www.hws.com>

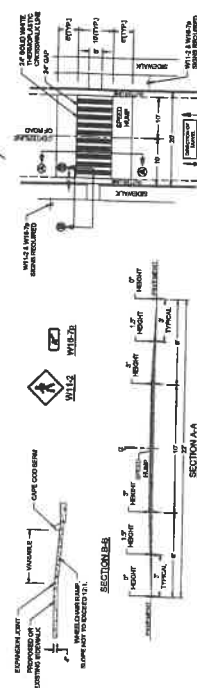
Housing
 Preservation of Affordable
 Housing
 40 Court Street
 Boston, MA 02108
 Phone: (617) 281-8744
 Fax: —

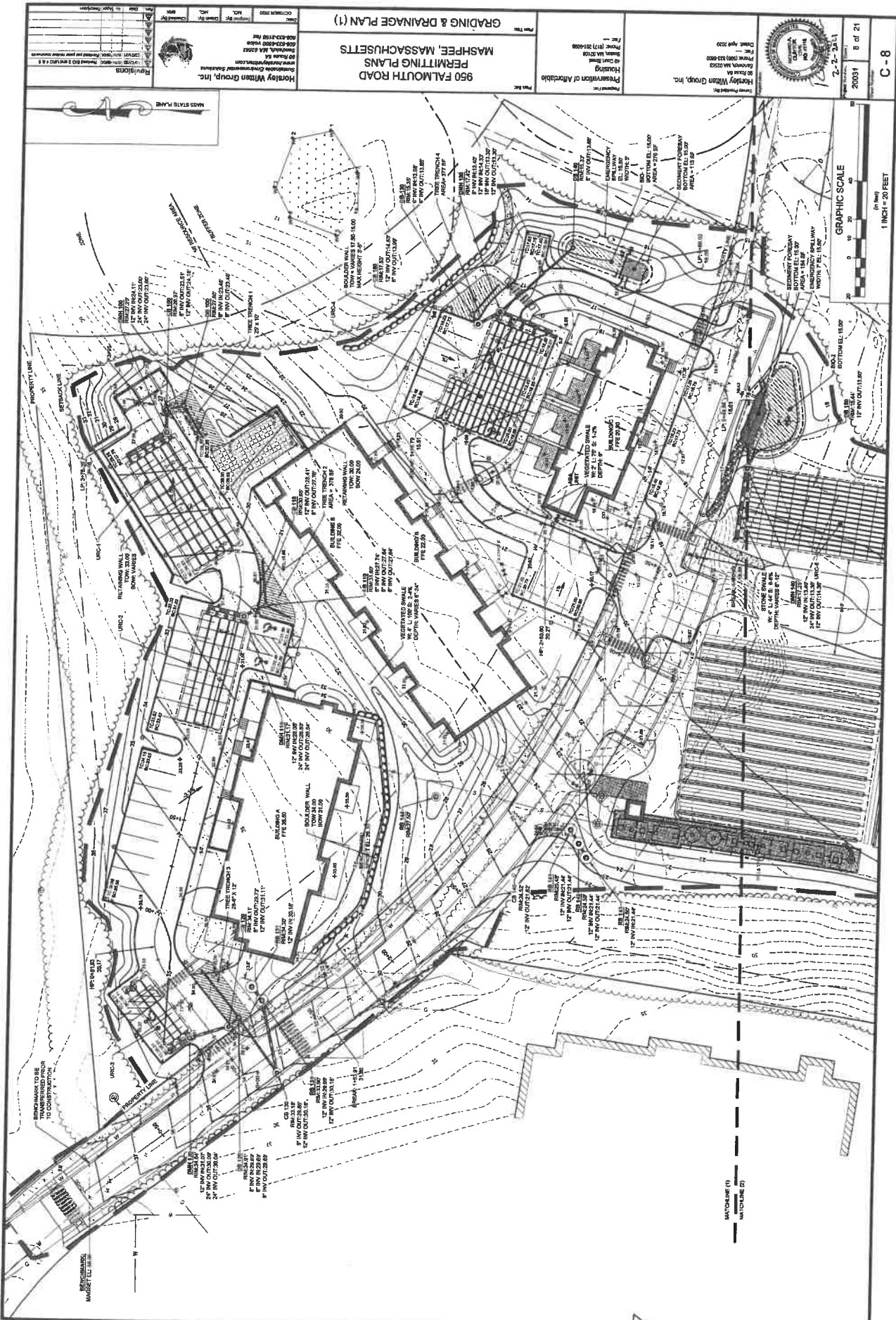
950 FALMOUTH ROAD
PERMITTING PLANS
MASHPEE, MASSACHUSETTS

Horley Winton Group, Inc.
Sustainable Environmental Solutions
www.horleywinton.com
30 Route 6A
Sunderland, MA 02537
603-833-8800 ext 9
508-333-3150 fax

[illegible][illegible]

RAISED PEDESTRIAN CROSSWALK
NOT TO SCALE





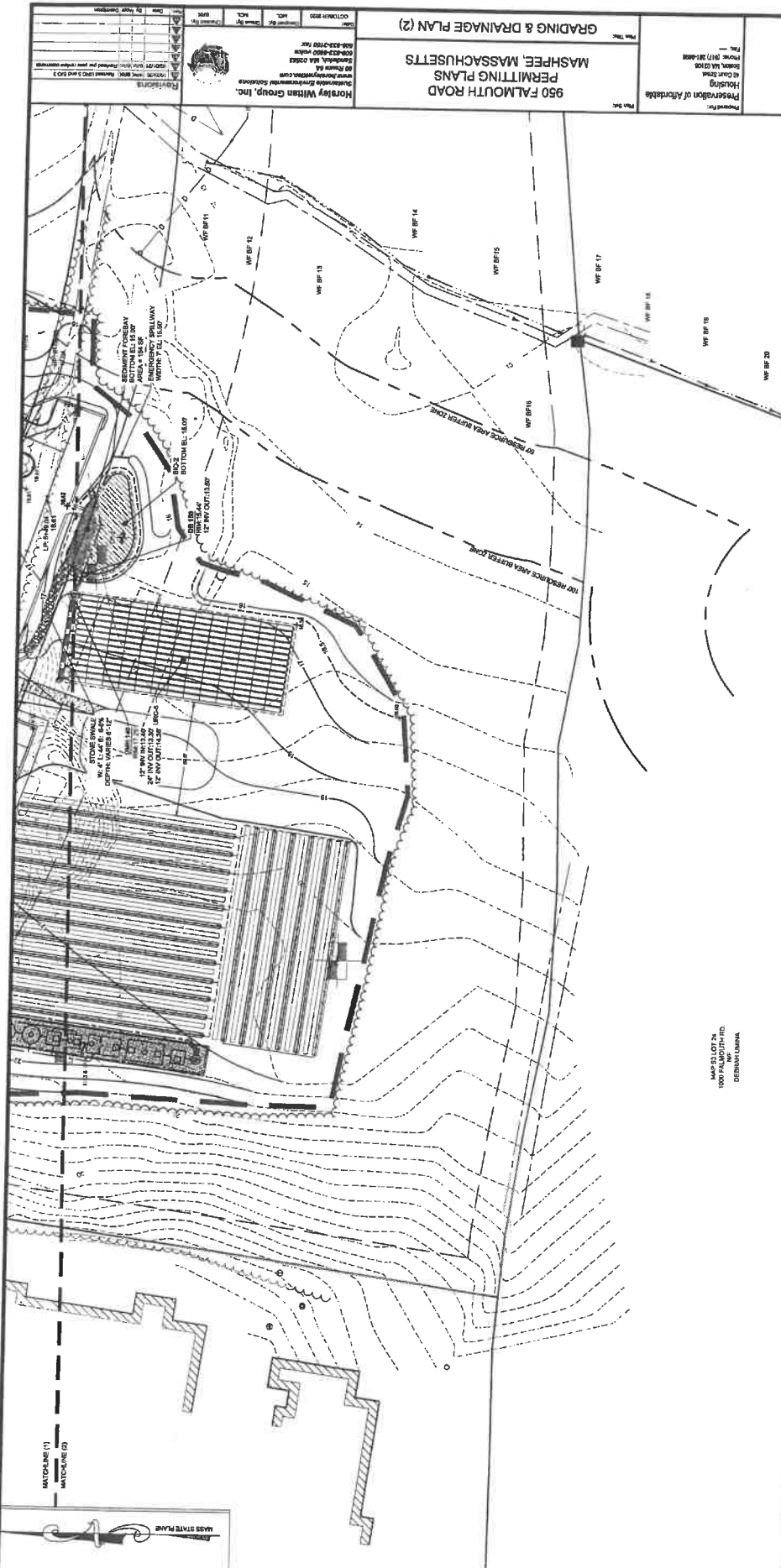
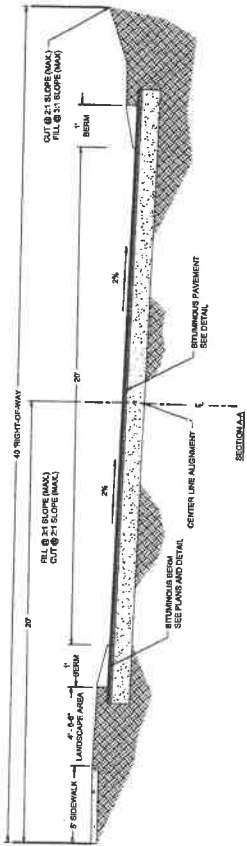


Horley Wiltan Group, Inc.
80 Route 6A
Simsbury, CT 06063
Phone (203) 263-4900
Fax —
Circle April 2020

Prepared For:
Housing
40 Court Street
Boston, MA 02108
Phone: (617) 267-6888
Fax: —

950 FALMOUTH ROAD
PERMITTING PLANS
MASHPEE, MASSACHUSETTS

Horley Witten Group, Inc.
Sustainable Environmental Solutions
www.horleywitten.com
80 Ruman Rd
Sandyville, MA 02543
603-433-9900 voice
603-433-2100 fax



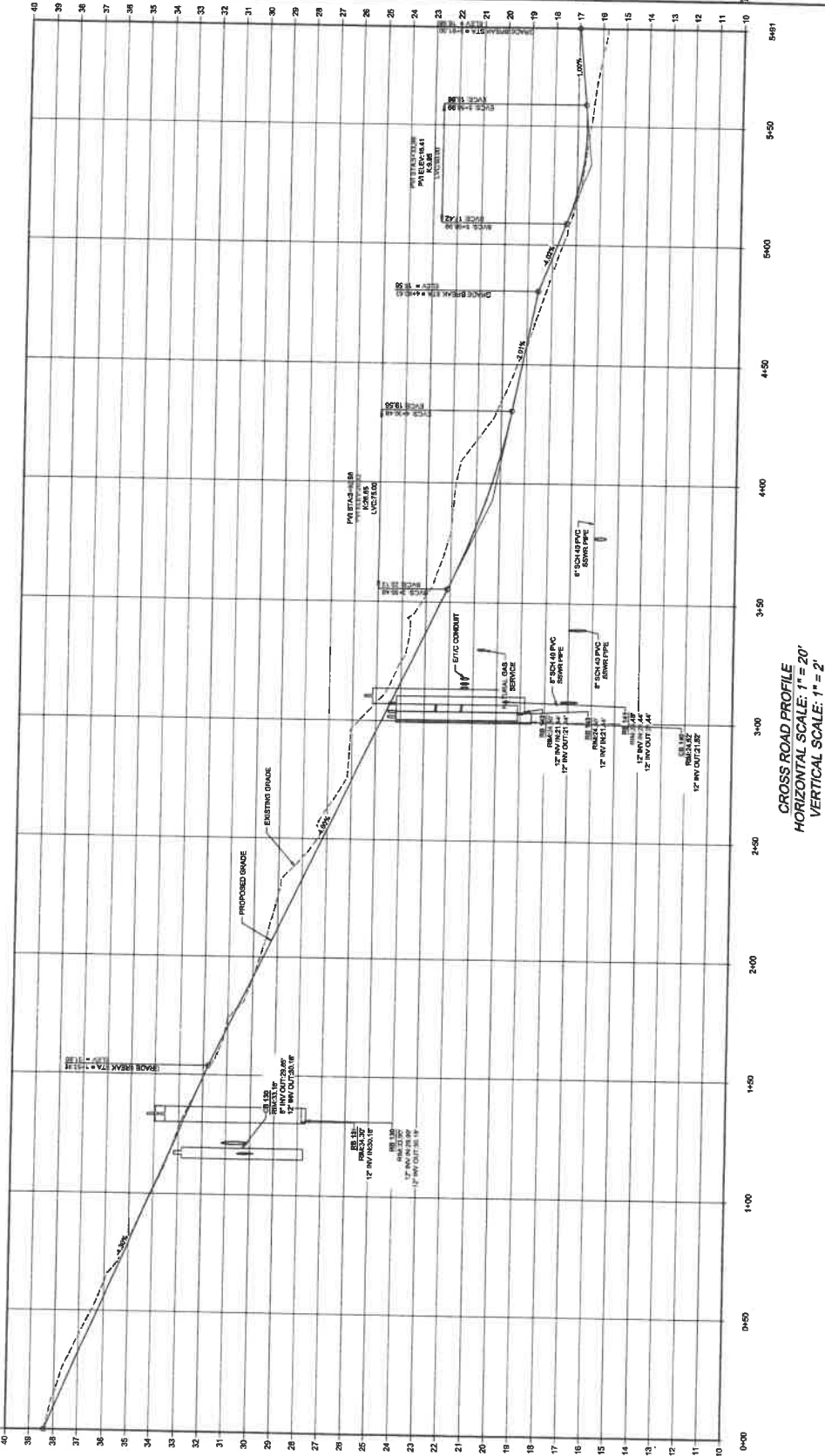


Honley Witten Group, Inc.
 100 State St.
 Boston, MA 02109
 Phone: (617) 391-8800
 Fax: (617) 391-8801
 Email: April 2010

**950 FALMOUTH ROAD
 MASSACHUSETTS
 PERMITTING PLANS**

CROSS ROAD PROFILE

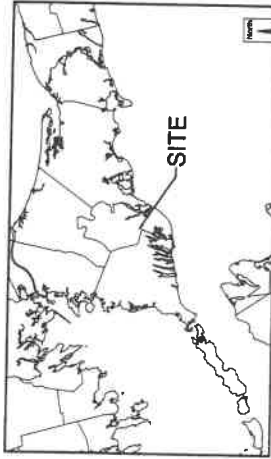
Honley Witten Group, Inc.
 100 State St.
 Boston, MA 02109
 Phone: (617) 391-8800
 Fax: (617) 391-8801
 Email: April 2010



CROSS ROAD PROFILE
 HORIZONTAL SCALE: 1" = 20'
 VERTICAL SCALE: 1" = 2'

NOTE: ALL PROFILES SHOWN ARE BASED UPON THE
 CENTERLINE ALIGNMENTS PROVIDED ON SHEET C-6

950 FALMOUTH ROAD PERMITTING PLANS MASHPEE, MASSACHUSETTS OCTOBER 2020 REVISED FEBRUARY 2021



SITE VICINITY
Graphic Scale
1-inch = 100-feet

Sheet Number	Sheet Title
1	COVER
2	EXISTING CONDITIONS
3	CONSTRUCTION NOTES
4	SITE PREPARATION & ESC PLAN
5	OVERALL SITE PLAN
6	SITE LAYOUT PLAN (1)
7	SITE LAYOUT PLAN (2)
8	GRADING & DRAINAGE PLAN (1)
9	GRADING & DRAINAGE PLAN (2)
10	CROSS ROAD PROFILE
11	UTILITY PLAN (1)
12	UTILITY PLAN (2)
13	WASTEWATER PLAN
14	CONSTRUCTION DETAILS (1)
15	CONSTRUCTION DETAILS (2)
16	CONSTRUCTION DETAILS (3)
17	CONSTRUCTION DETAILS (4)
18	CONSTRUCTION DETAILS (5)
19	CONCEPTUAL LANDSCAPE PLAN (1)
20	CONCEPTUAL LANDSCAPE PLAN (2)
21	PLANTING NOTES & DETAILS

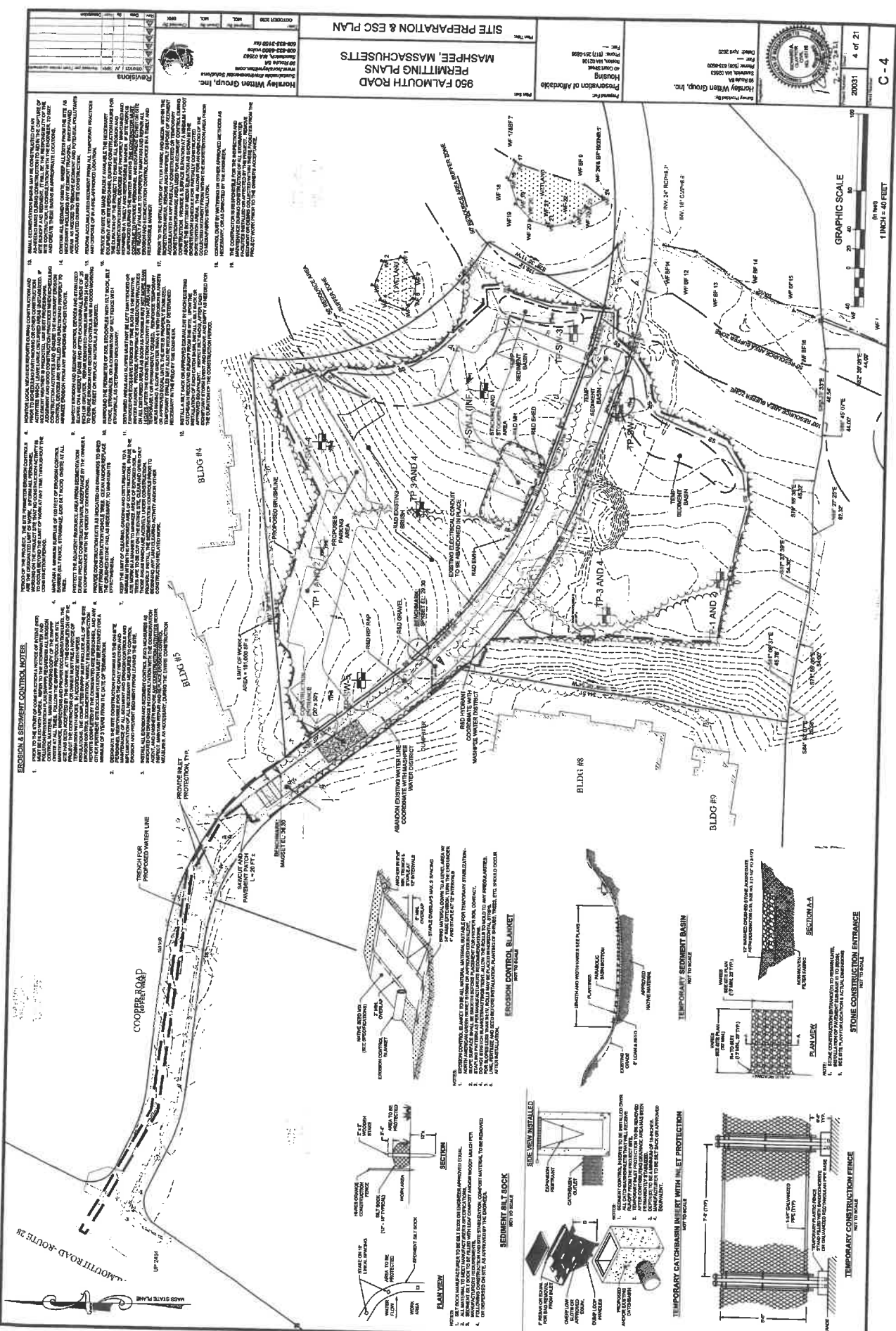
GENERAL NOTES:

- THIS PLAN SET IS FOR SUBMITTING ONLY AND NOT FOR CONSTRUCTION.
- SITE INFORMATION:
OWNER: MASHPEE
PROJECT: 950 FALMOUTH ROAD
SUBDIVISION: A, B, C
ZONING DISTRICT: R-10
3. THE PROPERTY IS LOCATED WITHIN FALMOUTH, DUNE C AS SHOWN ON COMUNITY PANEL NO. 220869 0018.
4. A PORTION OF THE PROPERTY IS LOCATED IN A WATERSHED PROTECTION DISTRICT AS SHOWN ON THE WATERSHED PROTECTION DISTRICT MAP.
5. THE WATERSHED PROTECTION DISTRICT MAP WAS CONDUCTED BY WATERSHED PROTECTION DISTRICT, INC. IN 2017 AND IS APPROVED BY THE MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL AFFAIRS. THE WATERSHED PROTECTION DISTRICT MAP IS LOCATED AT: www.mass.gov/dep/watershed-protection-district-map.
6. THE WATERSHED PROTECTION DISTRICT MAP IS LOCATED AT: www.mass.gov/dep/watershed-protection-district-map.
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20. THE WATERSHED PROTECTION DISTRICT MAP IS LOCATED AT: www.mass.gov/dep/watershed-protection-district-map.
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950 FALMOUTH ROAD PERMITTING PLANS MASHPEE, MASSACHUSETTS	
Prepared For: Preservation of Affordable Housing 40 Court Street Boston, MA 02108 (617) 261-9898	Prepared By: Housing Within Group, Inc. Sustainable Engineering Solutions www.housingwithin.com 204 Washington Street, Suite 401 Boston, MA 02108 (617) 272-1171 ext. 100 (617) 272-1171 fax (617) 272-1171 cell
Date: 10/20/20 Scale: 1" = 100'-0" Sheet: 1 of 21 Drawing Number: C-1	Project Number: 20031 Sheet Number: 1 of 21 Drawing Number: C-1

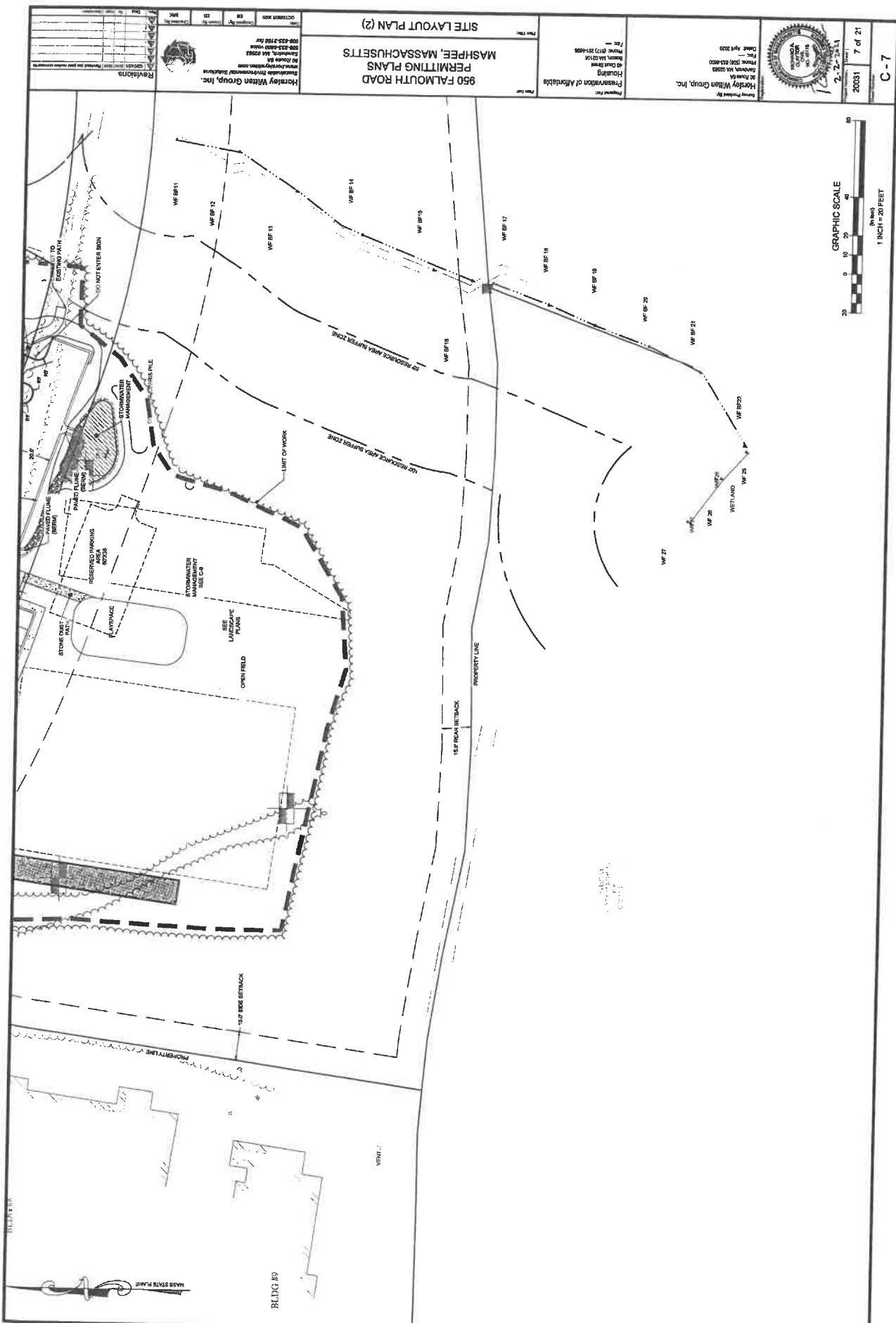
LEGEND:




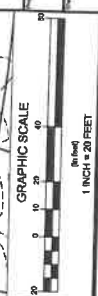


GRAPHIC SCALE
1" = 40'

C-4



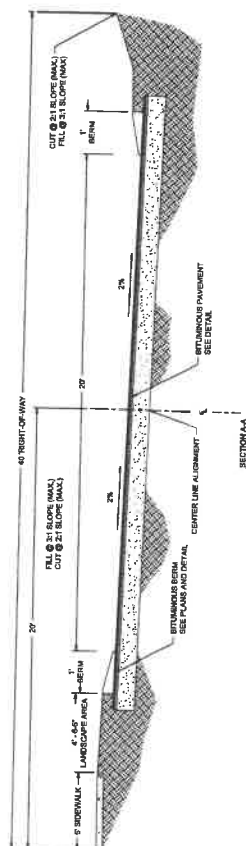

 EDWARD A.
CLAYTON,
CINC.
NO. 42116
 2-2-20-1
 0031 8 of 21





SUPER ELEVATED 2-LANE ROADWAY (COOPER STREET)

**NE ROAD
NOT TO GO**



MAP 93 LOT 24
000 FALMOUTH RD.
N/F
OCEANVIEW LUMINA

Preservation of Affordable Housing
40 Court Street
Boston, MA 02108
Phone: (617) 261-0530

950 FALMOUTH ROAD
PERMITTING PLANS
MASHPEE, MASSACHUSETTS

Horsley Witten Group, Inc.
Durable Environmental Solutions
www.horsleywitten.com
10 Route 44
Andover, MA 02663
800-333-6800 voice



20

100

10/10/10

100

1

100%

Use

FROM

12 20

50

Source:

1

C-10

20031 10 of 21

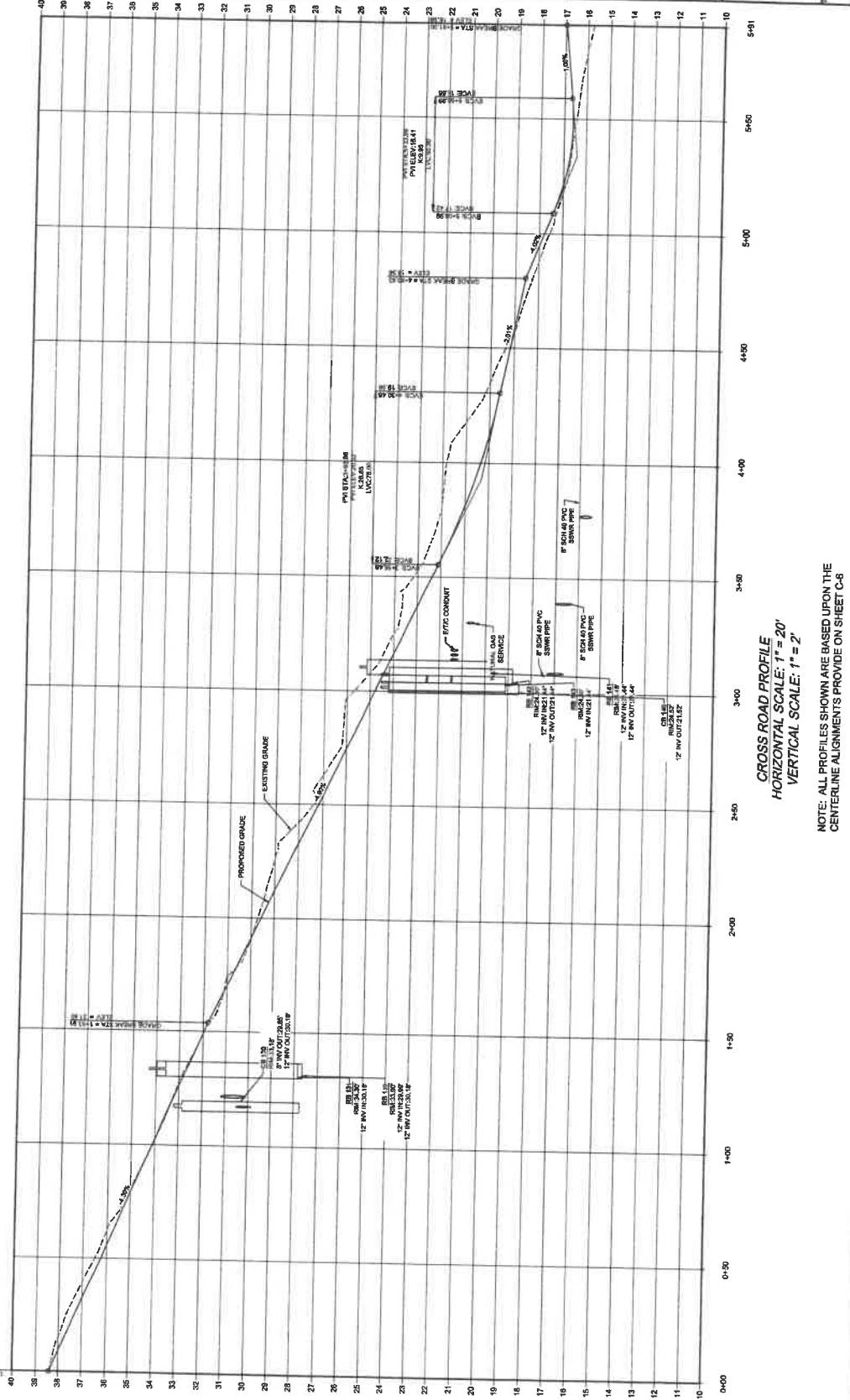


Horizontal Alignment
Date: April 2020
Project: Affordable Housing
Sheet: 10 of 21

Horizontal Alignment
Date: April 2020
Project: Affordable Housing
Sheet: 10 of 21

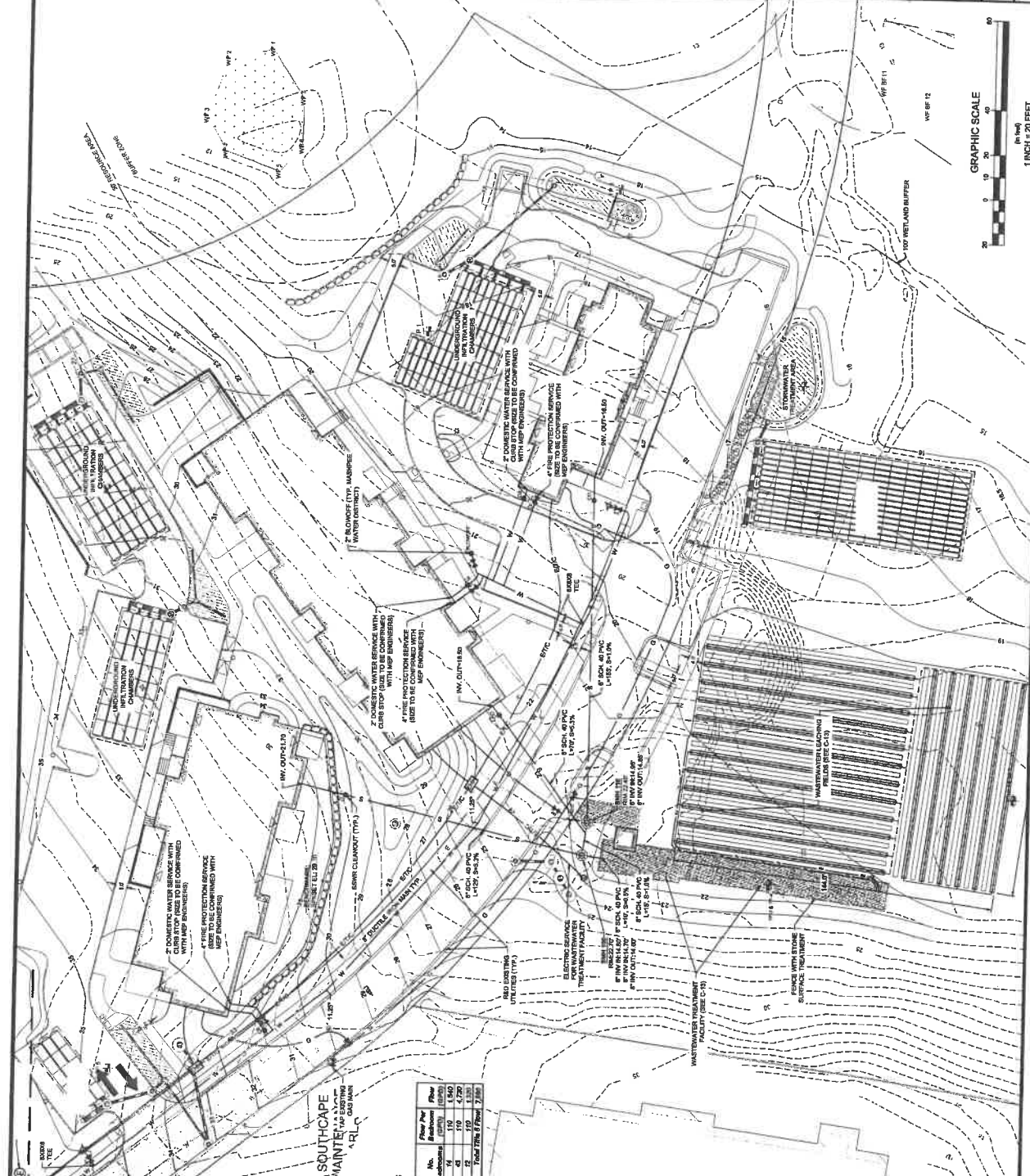
950 FALMOUTH ROAD PERMITTING PLANS MASHPEE, MASSACHUSETTS

Horizontal Alignment
Date: April 2020
Project: Affordable Housing
Sheet: 10 of 21



CROSS ROAD PROFILE
HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 2'

NOTE: ALL PROFILES SHOWN ARE BASED UPON THE
CENTERLINE ALIGNMENTS PROVIDED ON SHEET C-8



NITROGEN AGGREGATION			Percent	Percent
	Parcel	Acres	(planting density)	Acres
	Map 94 Lot 7	7.08	7.71	
	Map 92 Lot 7	3.25	3.42	
	Map 93 Lot 8	2.48	2.71	
	TOTAL	12.83	13.84	
	WW Loading		3389	
	Allowable WW Flow		7412	

DESIGN FLOW BASED ON TITLE 5

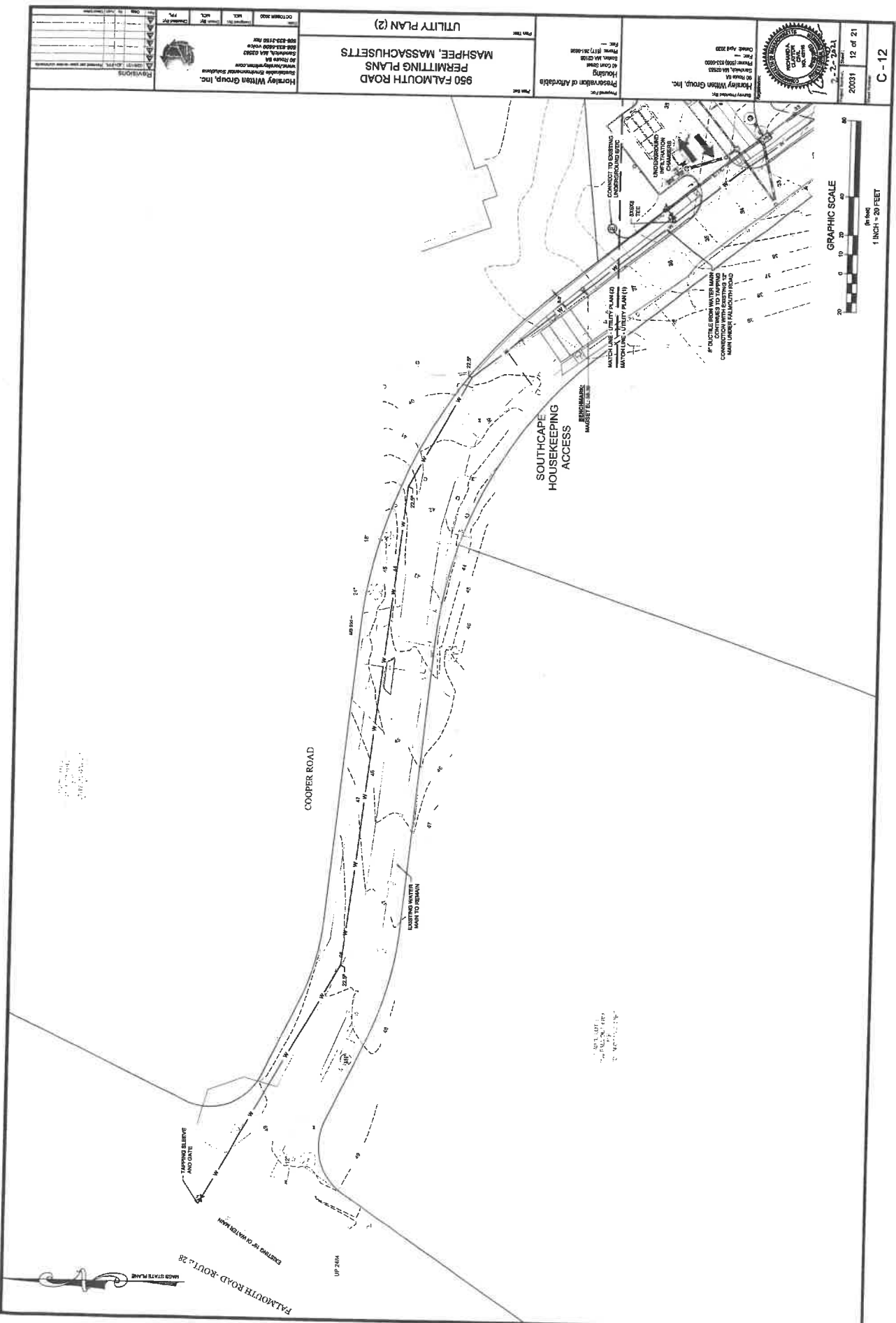
Program	No. Students	# Backpacks per unit	# Backpacks per unit	# Backpacks per unit	Flow per Backpack (min)	Flow per Backpack (min)
Boxing A	12	10	2	14	110	1,540
Boxing B	23	5	20	41	110	4,720
Boxing C	4		4	22	110	2,420
						Total Time: 8 Hours

SOIL TEST PIT DATA

PERFORMED BY: J. HENDERSON & M. LEHMAN
KORSLEY WITTEN GROUP, INC
DATE: OCTOBER 5, 2017.

Figure 1 displays four stratigraphic columns (A, B, C, D) showing soil profiles with various horizons and depths. The columns are labeled with their respective depths in meters (m) on the right side. The horizons are labeled with letters (A, B, C, D) and numbers (1, 2, 3, 4) indicating different soil layers. The profiles show varying depths and horizon sequences, with some profiles having more complex horizonations than others.

Column	Horizon	Depth (m)	Soil Description
A	A	0 - 10	LOAMY SAND
	B	10 - 15	LOAMY SAND
	C	15 - 20	LOAMY SAND
	D	20 - 30	LOAMY SAND
	A	0 - 10	LOAMY SAND
	B	10 - 15	LOAMY SAND
	C	15 - 20	LOAMY SAND
	D	20 - 30	LOAMY SAND
	A	0 - 10	LOAMY SAND
	B	10 - 15	LOAMY SAND
B	A	0 - 10	LOAMY SAND
	B	10 - 15	LOAMY SAND
	C	15 - 20	LOAMY SAND
	D	20 - 30	LOAMY SAND
	A	0 - 10	LOAMY SAND
	B	10 - 15	LOAMY SAND
	C	15 - 20	LOAMY SAND
	D	20 - 30	LOAMY SAND
	A	0 - 10	LOAMY SAND
	B	10 - 15	LOAMY SAND
C	A	0 - 10	LOAMY SAND
	B	10 - 15	LOAMY SAND
	C	15 - 20	LOAMY SAND
	D	20 - 30	LOAMY SAND
	A	0 - 10	LOAMY SAND
	B	10 - 15	LOAMY SAND
	C	15 - 20	LOAMY SAND
	D	20 - 30	LOAMY SAND
	A	0 - 10	LOAMY SAND
	B	10 - 15	LOAMY SAND
D	A	0 - 10	LOAMY SAND
	B	10 - 15	LOAMY SAND
	C	15 - 20	LOAMY SAND
	D	20 - 30	LOAMY SAND
	A	0 - 10	LOAMY SAND
	B	10 - 15	LOAMY SAND
	C	15 - 20	LOAMY SAND
	D	20 - 30	LOAMY SAND
	A	0 - 10	LOAMY SAND
	B	10 - 15	LOAMY SAND







Drawn: 03/20/2010
Project: 03/20/2010
Sheet: 03/20/2010

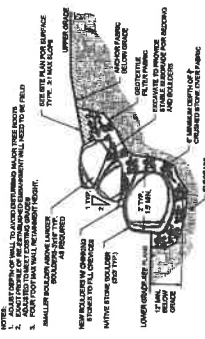
Preservation of
Affordable Housing
Project: 03/20/2010
Sheet: 03/20/2010

950 FALMOUTH ROAD PERMITTING PLANS MASHPEE, MASSACHUSETTS

Horley White Group, Inc.
10000
10000
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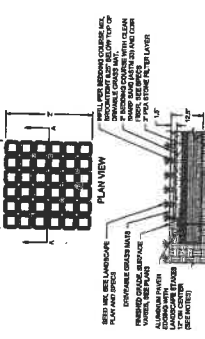
NO.	DATE	DESCRIPTION
1	03/20/2010	ISSUED FOR PERMITTING
2	03/20/2010	ISSUED FOR PERMITTING
3	03/20/2010	ISSUED FOR PERMITTING
4	03/20/2010	ISSUED FOR PERMITTING
5	03/20/2010	ISSUED FOR PERMITTING
6	03/20/2010	ISSUED FOR PERMITTING
7	03/20/2010	ISSUED FOR PERMITTING
8	03/20/2010	ISSUED FOR PERMITTING
9	03/20/2010	ISSUED FOR PERMITTING
10	03/20/2010	ISSUED FOR PERMITTING

CONCRETE SIDEWALK



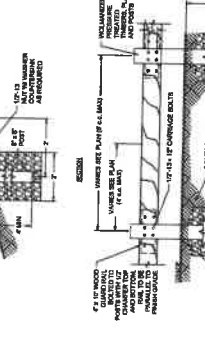
NOTES:
1. SIDEWALK SHALL BE CONSTRUCTED OF 4" MINIMUM THICKNESS OF 28,000 PSI CONCRETE.
2. SIDEWALK SHALL BE FINISHED WITH A NON-SKID SURFACE.
3. SIDEWALK SHALL BE INSTALLED WITH A 1/2" TOLERANCE.
4. SIDEWALK SHALL BE INSTALLED WITH A 1/2" TOLERANCE.

STONE DUST PATH



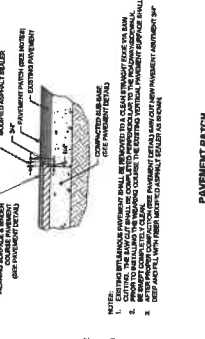
NOTES:
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2. PATH SHALL BE FINISHED WITH A NON-SKID SURFACE.
3. PATH SHALL BE INSTALLED WITH A 1/2" TOLERANCE.
4. PATH SHALL BE INSTALLED WITH A 1/2" TOLERANCE.

GRANITE CURB



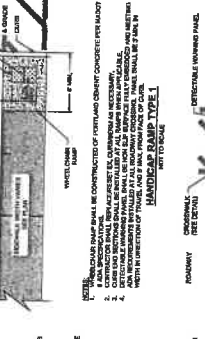
NOTES:
1. CURB SHALL BE CONSTRUCTED OF 4" MINIMUM THICKNESS OF 28,000 PSI CONCRETE.
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3. CURB SHALL BE INSTALLED WITH A 1/2" TOLERANCE.
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PAVEMENT PATCH



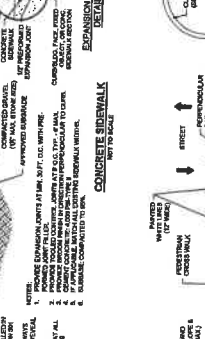
NOTES:
1. PATCH SHALL BE CONSTRUCTED OF 4" MINIMUM THICKNESS OF 28,000 PSI CONCRETE.
2. PATCH SHALL BE FINISHED WITH A NON-SKID SURFACE.
3. PATCH SHALL BE INSTALLED WITH A 1/2" TOLERANCE.
4. PATCH SHALL BE INSTALLED WITH A 1/2" TOLERANCE.

CONCRETE SIDEWALK



NOTES:
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GRANITE CURB



NOTES:
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PAVEMENT PATCH



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1. PATCH SHALL BE CONSTRUCTED OF 4" MINIMUM THICKNESS OF 28,000 PSI CONCRETE.
2. PATCH SHALL BE FINISHED WITH A NON-SKID SURFACE.
3. PATCH SHALL BE INSTALLED WITH A 1/2" TOLERANCE.
4. PATCH SHALL BE INSTALLED WITH A 1/2" TOLERANCE.

CONCRETE SIDEWALK



NOTES:
1. SIDEWALK SHALL BE CONSTRUCTED OF 4" MINIMUM THICKNESS OF 28,000 PSI CONCRETE.
2. SIDEWALK SHALL BE FINISHED WITH A NON-SKID SURFACE.
3. SIDEWALK SHALL BE INSTALLED WITH A 1/2" TOLERANCE.
4. SIDEWALK SHALL BE INSTALLED WITH A 1/2" TOLERANCE.

GRANITE CURB



NOTES:
1. CURB SHALL BE CONSTRUCTED OF 4" MINIMUM THICKNESS OF 28,000 PSI CONCRETE.
2. CURB SHALL BE FINISHED WITH A NON-SKID SURFACE.
3. CURB SHALL BE INSTALLED WITH A 1/2" TOLERANCE.
4. CURB SHALL BE INSTALLED WITH A 1/2" TOLERANCE.



Horley Wither Group, Inc.
2000
202031 10 of 21
02/01/21

Preservation of
Affordable Housing
Mashpee, MA 02543
Phone: (508) 339-0000
Fax: (508) 339-0001
www.horleywither.com

950 FALMOUTH ROAD PERMITTING PLANS MASHPEE, MASSACHUSETTS CONSTRUCTION DETAILS (3)

Horley Wither Group, Inc.
2000
202031 10 of 21
02/01/21

Revisions	By	Date	Description
1	AW	02/01/21	Initial Issue
2	AW	02/01/21	Revised Details
3	AW	02/01/21	Revised Details
4	AW	02/01/21	Revised Details
5	AW	02/01/21	Revised Details
6	AW	02/01/21	Revised Details
7	AW	02/01/21	Revised Details
8	AW	02/01/21	Revised Details
9	AW	02/01/21	Revised Details
10	AW	02/01/21	Revised Details

SECTION A-A

NOT TO SCALE

SECTION B-B

NOT TO SCALE

SECTION C-C

NOT TO SCALE

SECTION D-D

NOT TO SCALE

SECTION E-E

NOT TO SCALE

SECTION F-F

NOT TO SCALE

SECTION G-G

NOT TO SCALE

SECTION H-H

NOT TO SCALE

SECTION I-I

NOT TO SCALE

SECTION J-J

NOT TO SCALE

SECTION K-K

NOT TO SCALE

SECTION L-L

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SECTION M-M

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SECTION N-N

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SECTION O-O

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SECTION P-P

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SECTION Q-Q

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SECTION R-R

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SECTION S-S

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SECTION T-T

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SECTION U-U

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SECTION V-V

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SECTION W-W

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SECTION X-X

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SECTION Y-Y

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SECTION Z-Z

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SECTION EE-EE

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SECTION FF-FF

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SECTION HH-HH

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SECTION LL-LL

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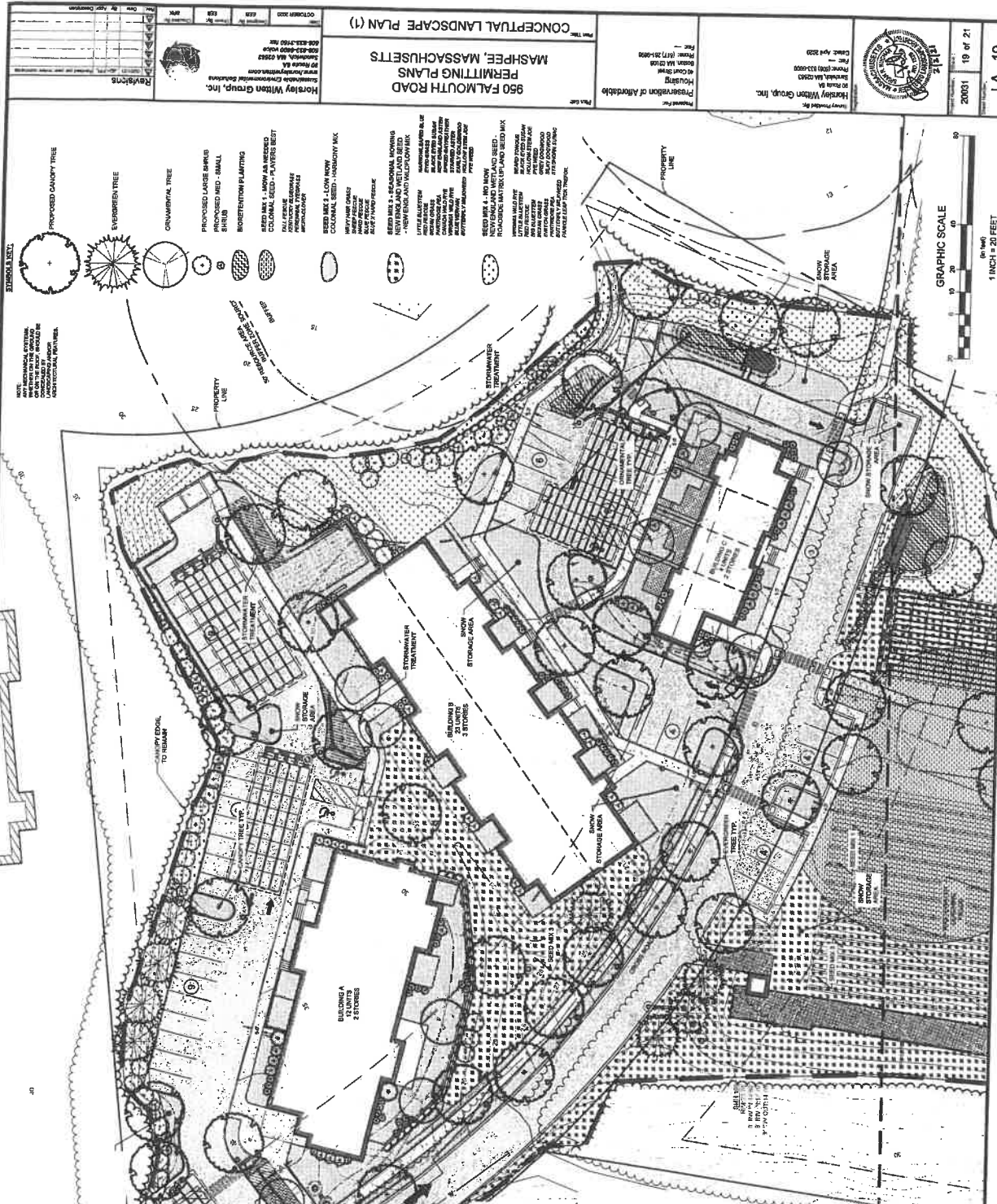
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NOT TO SCALE

SECTION NN-NN

NOT TO SCALE

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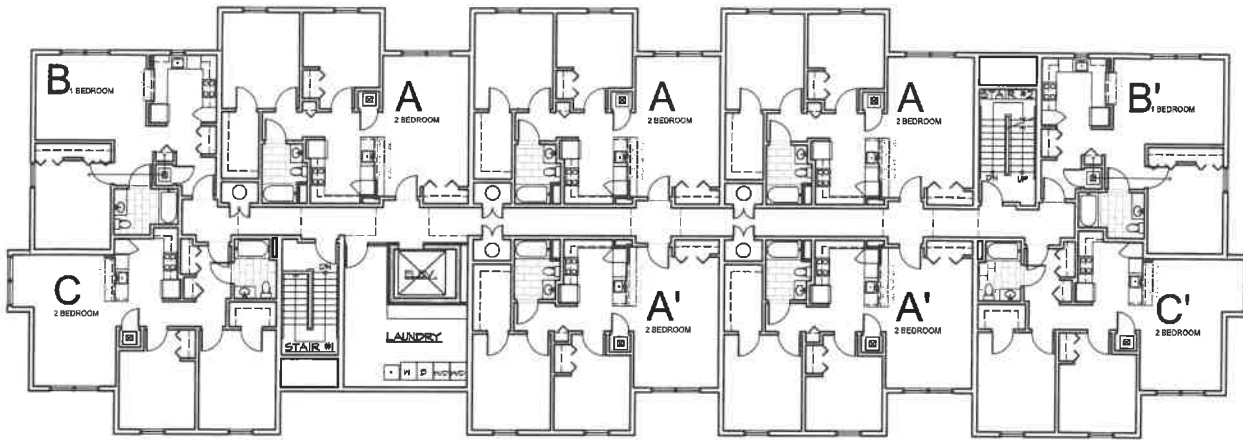
950 FALMOUTH ROAD
MASHPEE, MASSACHUSETTS
CONCEPTUAL LANDSCAPE PLAN (1)

Horley Witten Group, Inc.
1000 Main Street
Mashpee, MA 02649
508-833-7500
www.horleywitten.com

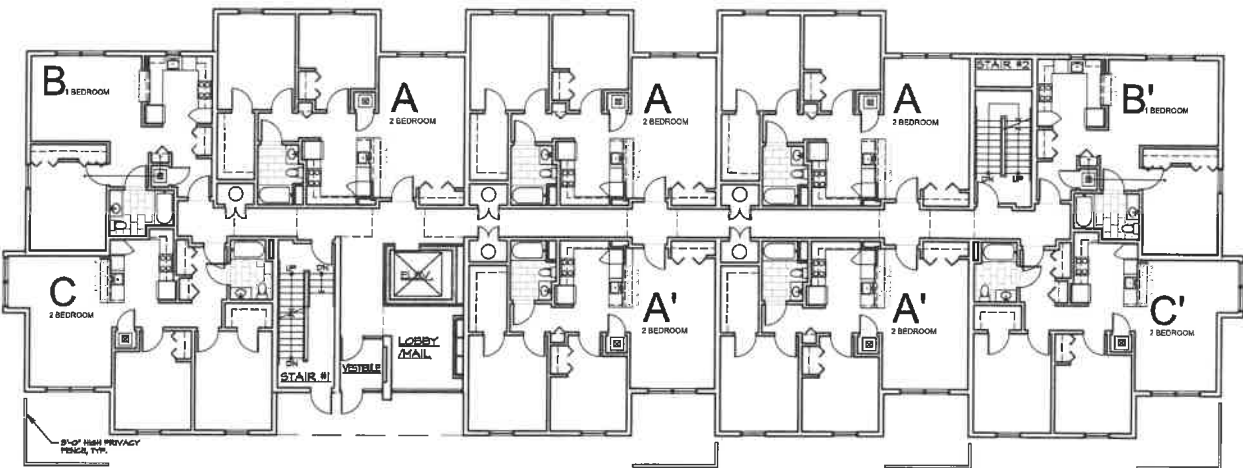
Project No. 2020-001
Date: 02/02/21
By: [Signature]

Scale: 1/4" = 10' (in feet)
1" = 20' (in feet)

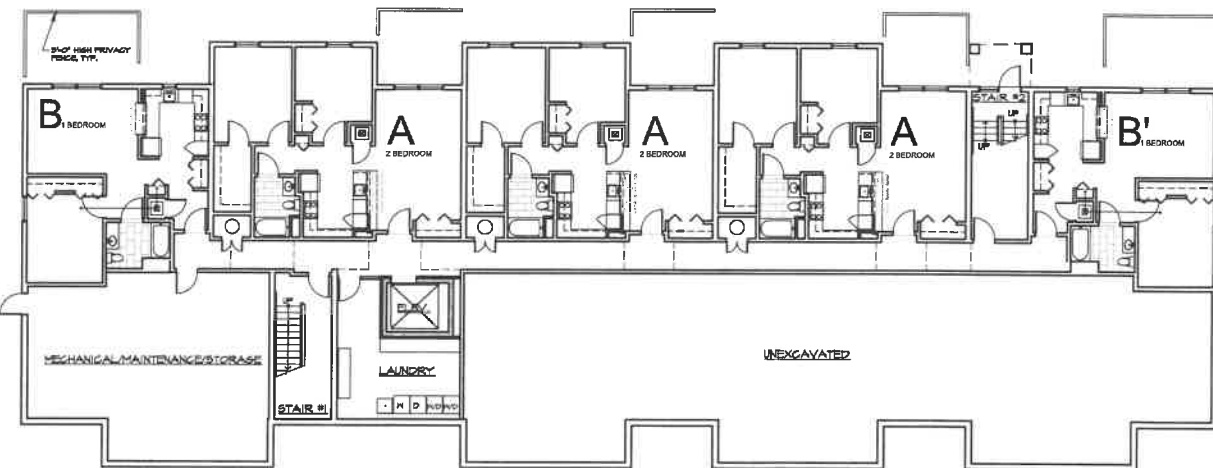
LA - 19



BUILDING A SECOND FLOOR PLAN
SCALE: 1/8" = 1' - 0"

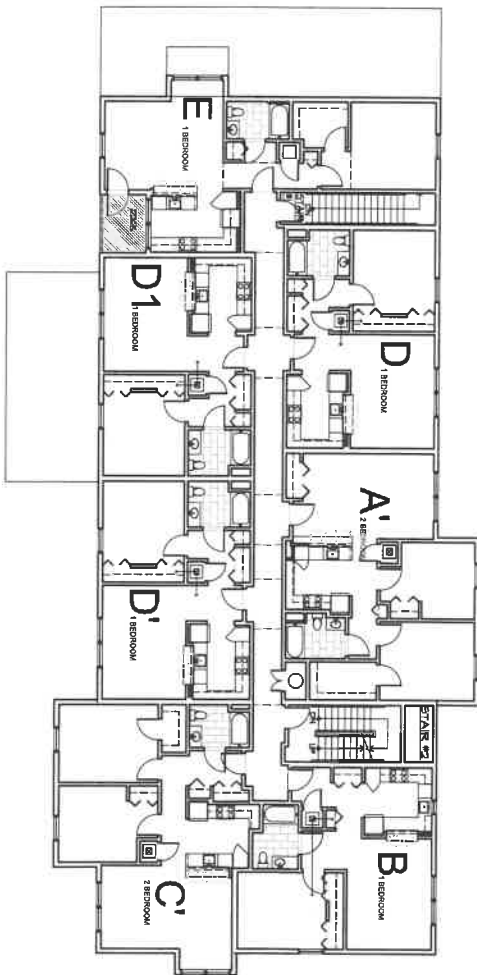


BUILDING A FIRST FLOOR PLAN
SCALE: 1/8" = 1' - 0"



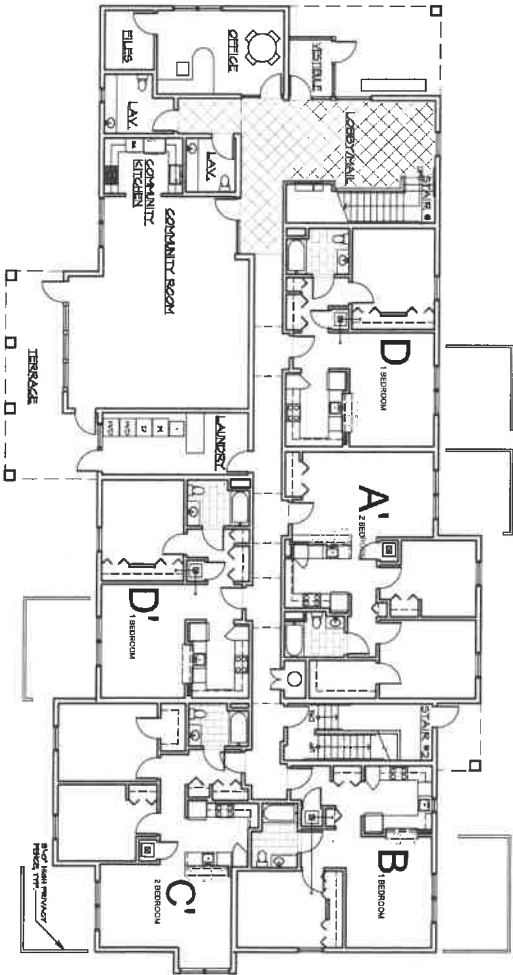
BUILDING A GARDEN FLOOR PLAN
SCALE: 1/8" = 1' - 0"

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	DRAWING TITLE: BUILDING A FLOOR PLANS	PROJECT #:	05.08.2020	DHCD SUBMISSION		



BUILDING B SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"



BUILDING B FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"

TISE DESIGN ASSOCIATES
 Architecture Site Planning Project Management
 1075 Washington Street
 2nd Floor
 West Newton, Massachusetts 02455
 (617) 581 . 6601

TDA

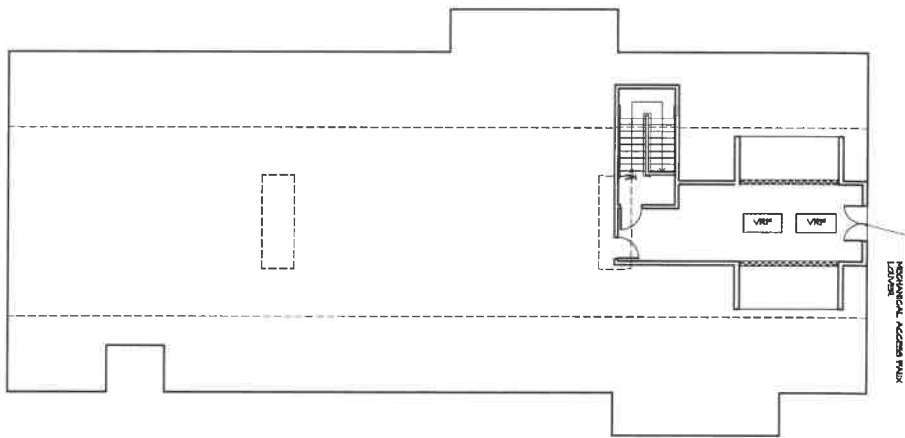
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 950 FALMOUTH ROAD
 AFFORDABLE HOUSING PLAN
 MASHPEE, MA 02648
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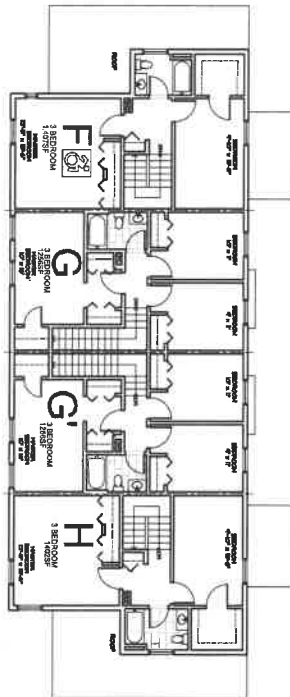
BUILDING B FLOOR PLANS

DATE: 05.08.2020 PURPOSE: SCHEMATIC DESIGN SUBMISSION
 05.08.2020 DHCD SUBMISSION
 SCALE: AS NOTED
 PROJECT #:

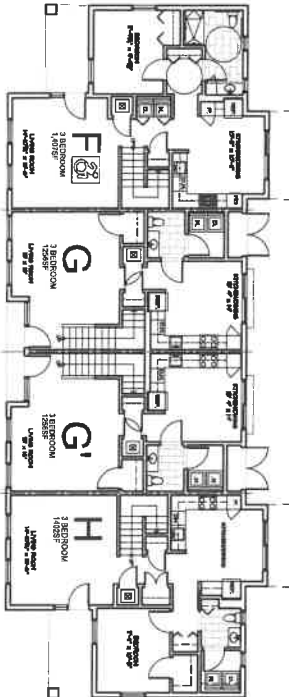
DRAWING #:

A1.1





BUILDING C SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



BUILDING C FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

TDA
TISE DESIGN ASSOCIATES

Architecture Site Planning Project Management

1075 Washington Street
2nd Floor
West Newton, Massachusetts 02465
(617) 581-6601

DATE: 05.08.2020 PURPOSE: SCHEMATIC DESIGN SUBMISSION
05.08.2020 DHCD SUBMISSION

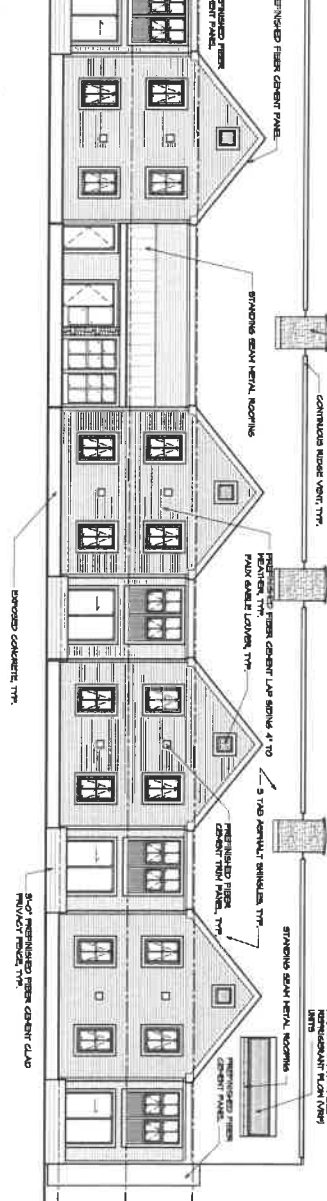
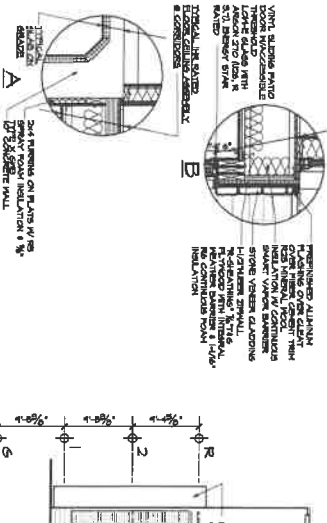
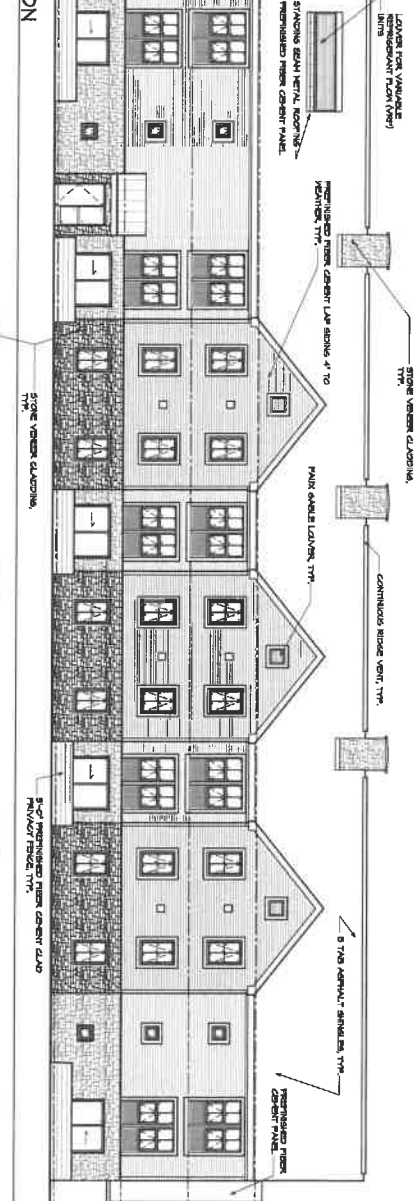
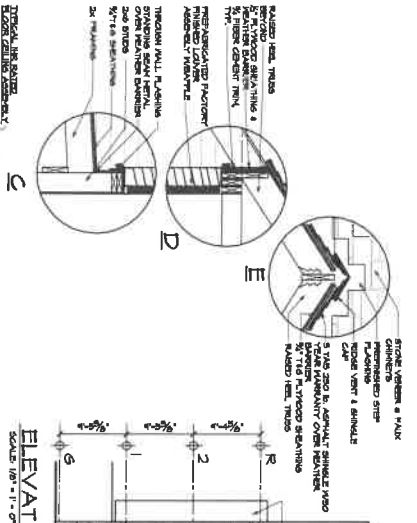
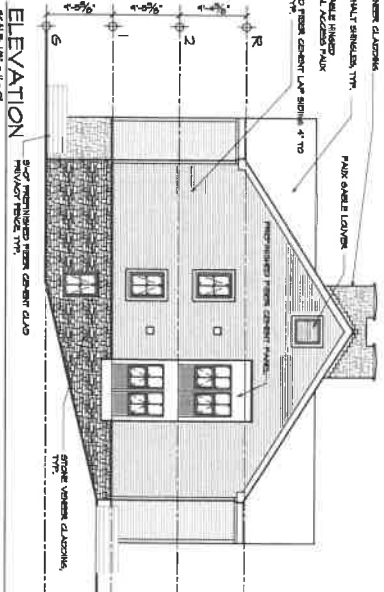
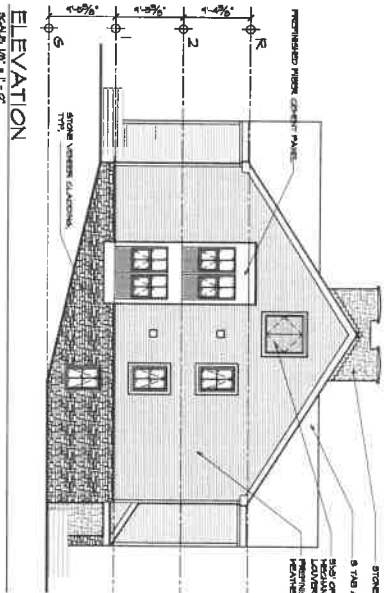
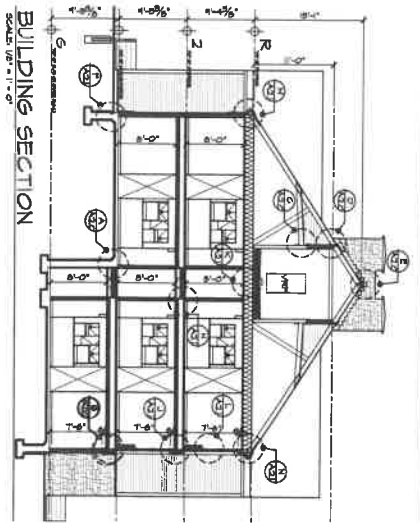
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PROJECT #:

PRESERVATION OF AFFORDABLE HOUSING (POAH)
950 FALMOUTH ROAD
AFFORDABLE HOUSING PLAN
MASHPEE, MA 02649
DRAWING TITLE:

BUILDING C FLOOR PLANS

DRAWING #:

A1.3

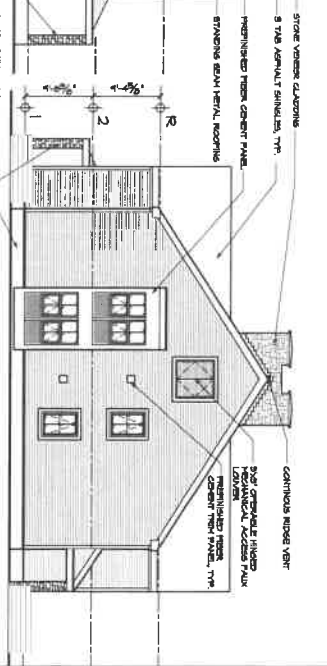


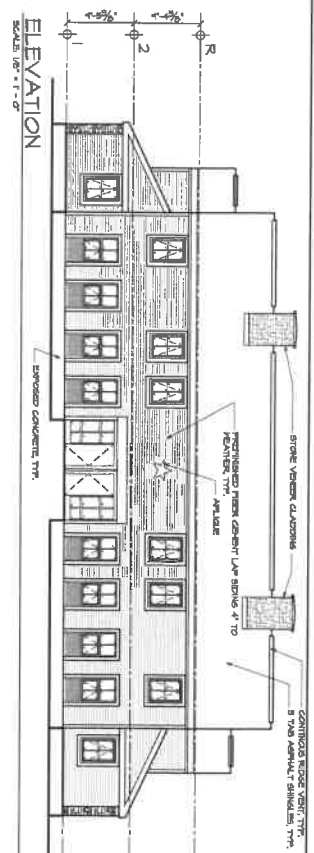
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SCALE: 1/8" = 1'-0"

ELEVATION
SCALE: 1/8" = 1'-0"

[illegible]

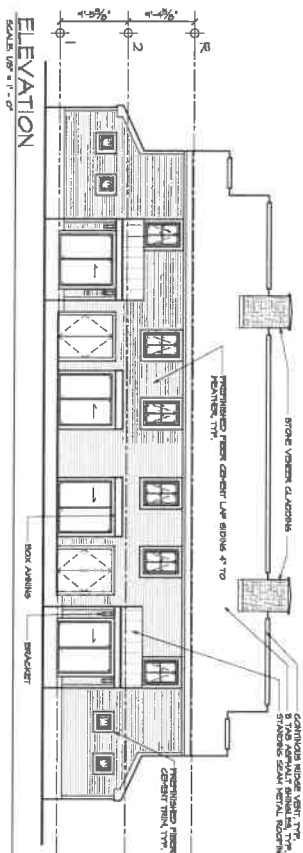
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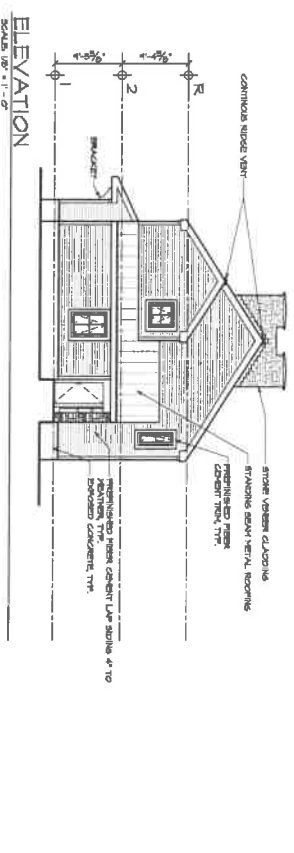
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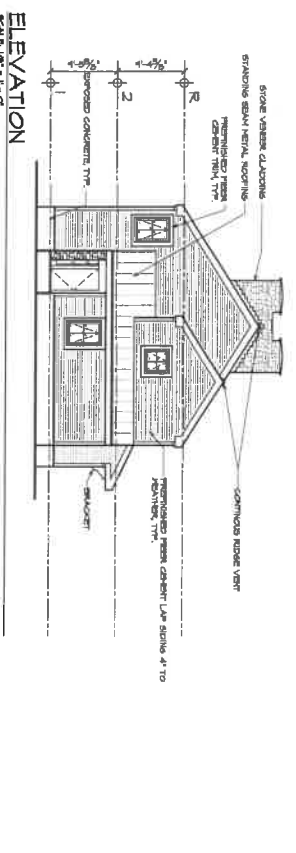
ELEVATION

SCALE: 1/8" = 1'-0"



ELEVATION

SCALE: 1/8" = 1'-0"



ELEVATION

SCALE: 1/8" = 1'-0"

TISE DESIGN ASSOCIATES
Architecture Site Planning Project Management

1075 Washington Street
2nd Floor
West Newton, Massachusetts 02465
(617) 581 . 6601

TDA

DATE: 05.08.2020 **PURPOSE:** SCHEMATIC DESIGN SUBMISSION
DATE: 05.08.2020 **PURPOSE:** DHCD SUBMISSION

PROJECT #:

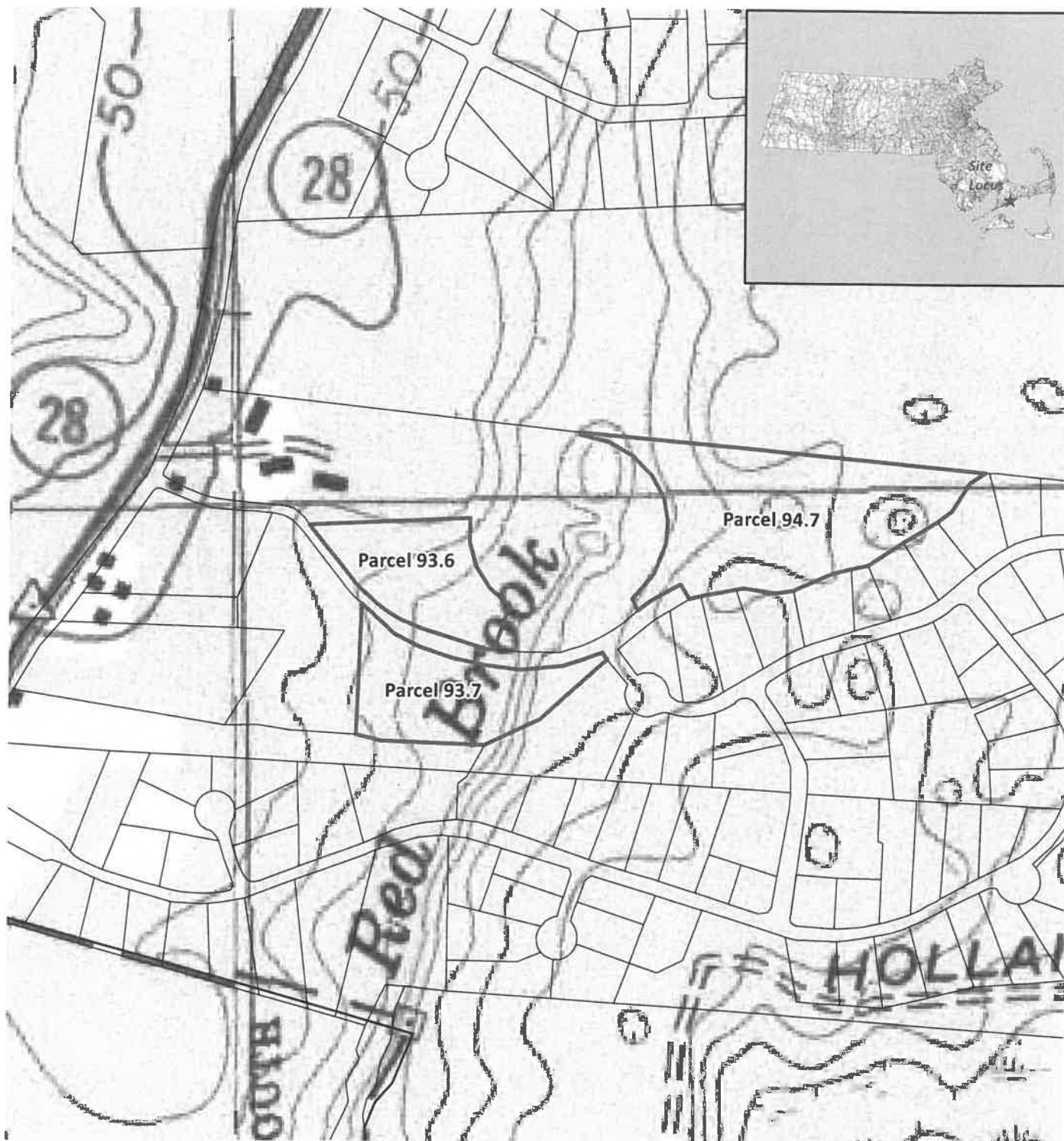
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PRESERVATION OF AFFORDABLE HOUSING (POAH)
950 FALMOUTH ROAD
AFFORDABLE HOUSING PLAN
MASSACHUSETTS, MA 02465
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BUILDING C ELEVATIONS

REVISION:



DRAWING #:

A2.2

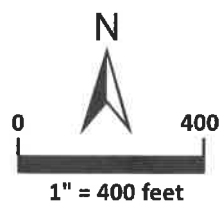


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Legend

-  Subject Property
-  Parcels

*2016 NAIP Imagery service



Horsley Witten Group
Sustainable Environmental Solutions

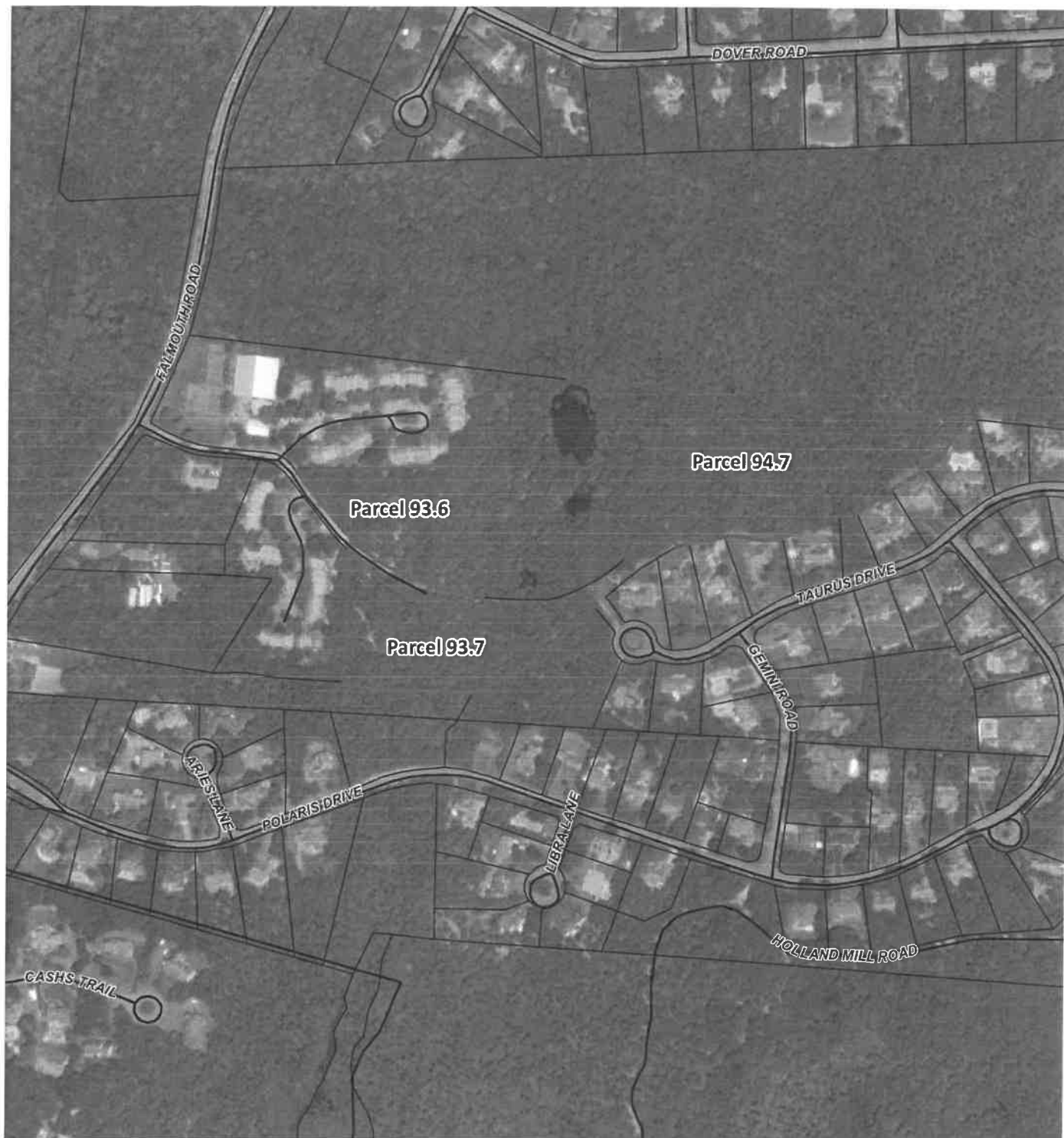
90 Falmouth Ave • Unit 1 • Sandwich, MA 02563
508-833-0600 • horsleywitten.com



USGS Locus
Phase I Environmental
Site Assessment
950 Falmouth Road
Mashpee, MA

Date: 9/8/2020



Figure 1

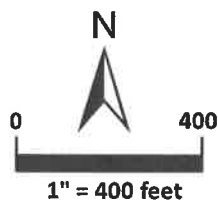


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*2016 NAIP imagery service

Legend

-  Subject Property
-  Parcels



Horsley Witten Group
Sustainable Environmental Solutions
90 Route 8A • Unit 1 • Sandwich, MA 02563
508-833-8030 • hws@hwsenv.com



Aerial Photo
Phase I Environmental
Site Assessment
950 Falmouth Road
Mashpee, MA

Date: 9/8/2020

Figure 2

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is made as of this 2nd day of February, 2020, by and between Preservation of Affordable Housing LLC, a Massachusetts limited liability company, having a place of business at 40 Court Street, Suite 700, Boston, MA 02108 ("POAH") and Housing Assistance Corporation, a Massachusetts nonprofit corporation, having a place of business at 460 West Main Street, Hyannis, MA 02601 ("HAC," and jointly with POAH, the "Developer") and the Town of Mashpee Affordable Housing Trust, a body politic and agency of the Town of Mashpee, Barnstable County, Massachusetts created in accordance with the provisions of M.G.L. c. 44, §55C, having a place of business at 16 Great Neck Road North, Mashpee, MA 02649 ("Town").

Recitals

A. Town is the owner in fee simple of certain property containing approximately 13 acres at 950 Falmouth Road, Mashpee, MA ("Property"). Town has determined that there is a need for affordable rental housing in the Town of Mashpee. Town has determined that it can best accomplish this purpose by disposing of the Property to a private developer to develop, construct and operate such housing and to have all of the benefits and burdens of ownership while Town has regulatory oversight via a long-term ground lease to ensure to that the affordability requirements are satisfied.

B. On or about February 20, 2019, Town issued a request for proposals in connection with the contemplated development, construction and operation of a maximum of sixty-nine (69) units of affordable rental housing on the Property. On or about April 23, 2019, Developer submitted a proposal (the "Proposal") to develop, construct and operate 39 residential units on the Property as generally described in the Proposal which is attached as Exhibit A and incorporated herein by reference and otherwise in accordance with this Agreement (the "Project"). On or about December 4, 2019, Town designated Developer as the developer for the Project.

C. Town and Developer desire to enter into an agreement pursuant to which Developer will develop, construct and operate the Project on a portion of the Property, such portion to be determined by the parties in accordance with this Agreement as set forth below.

Agreement

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article 1. Site Control; Ground Lease; Developer Fee, Etc.

1.1 Determination of Project Site. The parties agree that the Project shall be located on the Property with exact boundaries as delineated in the property site plan (and/or) survey attached hereto as Exhibit B (the "Project Site").

1.2 Ground Lease of Project Site. After the Project Site has been determined, and at such time as Developer is ready to close on its construction financing for development of the Project, Town and a single purpose entity formed by Developer (the "Project Owner") shall enter into a mutually agreeable ground lease ("Ground Lease"), pursuant to which Town will lease the Project Site to the Project Owner for a term of ninety-nine (99) years and otherwise on terms

consistent with this Agreement. The Ground Lease shall be on a "triple net" basis, with all costs and expenses, including taxes and insurance, paid by tenant and shall be such commercially reasonable form with such provisions as are reasonably required by the Project Owner's mortgage lenders. If and when executed, the Ground Lease shall supersede this Agreement in its entirety.

1.3 Developer Right of Entry. Town grants to Developer, its agents, employees, subcontractors, and their agents and employees, a license to enter onto the Property for the purpose of investigating site conditions including, without limitation, surveying, conducting soil tests or borings, and conducting other investigations or engineering tests. Any such entry shall be done at Developer's sole cost and expense, and at Developer's sole risk. Developer agrees to indemnify, defend, and hold harmless Town and its employees and agents, from and against any cost, expense, claim or liability arising from any such entry onto the Property by Developer, its agents, employees or subcontractors. Developer shall cause its hazard and liability insurance coverages to include the Town, its employees and agents, as additional insureds for claims caused in whole or in part by the Developer's negligent acts or omissions during the Developer's investigation of site conditions including, without limitation, surveying, conducting soil tests or borings, and conducting other investigations or engineering tests. Developer agrees that it shall conduct all such tests and investigations in a manner which will cause as little damage as possible to the Property, and in the event of any such damage, shall promptly repair and restore the same at its sole cost and expense. Developer agrees further that all such tests and investigations will be conducted in compliance with all applicable laws and regulations, with due respect for the privacy and safety of residents of the Property, and consistent with any applicable notice provisions of Town's leases with residents of the Property.

1.4 Developer Fee and Overhead. Developer shall be entitled to receive a developer fee and reimbursement for developer overhead in connection with the Project in such amounts and paid on such schedules as approved by the Department of Housing and Community Development. In no event shall payment of any part of such amounts be an obligation of Town.

1.5 Property Management of Completed Project. An affiliate of POAH, POAH Communities LLC (the "Manager"), shall be the property manager of the completed Project. The Project Owner and the Manager shall enter into a standard form residential management agreement, including standard performance and termination provisions, for an initial term of one (1) year. Town acknowledges that the parties providing Project financing may require a specific form of management agreement, and if such a form is not required, the Manager and Project Owner would use a form that is standard for Manager.

1.6 Town CPA Project Financing. Town shall support the Developer's request to secure a grant of \$300,000 for the Project, which grant shall be funded through Community Preservation Act funds.

Article 2. Development of Project; Affordability; Term of Agreement.

2.1 The Project. Subject to the Requirements (defined below), Developer shall have responsibility for all aspects of the design, development, construction and operation of the Project.

2.2 Affordability. All of the dwelling units at the Project shall be affordable to households earning 80% of or less of the median family income for the Town of Barnstable Standard Metropolitan Statistical Area, adjusted for family size. Developer shall endeavor, to the

greatest extent feasible, to develop a unit mix consistent with the proposed unit mix summarized in the chart on Page 22 of its Proposal, which is attached as Exhibit A and incorporated herein by reference, and otherwise in accordance with DHCD's Qualified Allocation Plan, lender and investor requirements and in accordance with all applicable state and local laws.

2.3 Development Costs. It is understood and agreed that Developer shall receive the Project Site in an "as is" condition and shall bear all costs associated with the Project as contemplated hereunder. Town will pay its own legal fees in connection with preparation and negotiation of this Agreement and the Ground Lease.

2.4 Term of Agreement. In the event that the Developer has not closed on its construction financing for development of the Project by February 28, 2023, this Agreement shall automatically be extended for a period not to exceed ninety (90) days without notice; and provided further, at the expiration of said ninety (90) day period, this Agreement may be extended by written notice of either party until such date Developer closes on its construction financing, in such party's sole discretion. In the event Developer's construction financing is not obtained within the time periods set forth in this paragraph, this Agreement shall terminate, unless further extended by the parties.

Article 3. Respective Responsibilities of Parties.

3.1 Responsibilities of Developer. All aspects of the development of the Project as a financially feasible project shall be the sole responsibility of Developer, it being understood that Developer shall only be responsible for the construction and operation of the Project to the extent Developer timely receives all funding, permits and approvals contemplated in the Proposal or this Agreement or otherwise necessary for the Project. Specific Developer responsibilities include, without limitation, the following:

(a) Developer shall provide Town on a timely basis with all information with regard to Developer's activities which Town reasonably requests.

(b) Developer shall select, coordinate, direct and manage the Project development and construction teams identified in the Proposal. Upon request, Developer shall provide Town with copies of the contracts with the development and construction teams.

(c) Developer shall apply for, secure, and enter into all necessary Project financing and subsidy arrangements. Developer shall keep Town reasonably informed of all applications for government assistance and public or private financing with respect to the Project and upon request shall provide Town with copies of formal submissions.

(d) Developer shall obtain hazard and liability insurance reasonably satisfactory to Town.

(e) Developer shall use commercially reasonable efforts to adhere to the Project Development Schedule attached as Exhibit C.

(f) Developer shall comply with all the Requirements (defined below), and shall obtain all necessary governmental consents and approvals, including a comprehensive permit pursuant to M.G.L. Ch. 40B, a building permit and other permits.

(g) Developer shall prepare and carry out a marketing/lottery plan for the marketing of the dwelling units at the Project and submit the same to Town for review.

(h) Developer shall manage and supervise the construction of the Project in accordance with the terms of the Ground Lease.

(i) Developer shall pay to the Town a one-time capitalized \$25,000.00 Ground Lease payment at the time of execution of the Ground Lease in accordance with the terms of the Ground Lease.

3.2 Responsibilities of Town. The following matters shall be the primary responsibility of Town:

(a) Town shall promptly and without undue delay review any matter submitted to it for review or approval and advise Developer of its approval or denial, and (as appropriate) its reasons for denial.

(b) Town shall provide reasonable support for the Project with local, state, and Federal agencies, lenders, and other applicable parties. Town shall provide reasonable assistance requested by Developer in obtaining licenses, approvals, clearances, the comprehensive permit and other permits, or other cooperation from local, state, and Federal agencies and officials and from local governing bodies, including with respect to the approval of the Project by the Department of Housing and Community Development pursuant to 760 CMR 4.12. Town will cooperate with Developer in the event it pursues any real estate tax exemptions and abatements that may be available for the Project in accordance with applicable provisions of law. Notwithstanding the foregoing, all reasonable support and cooperation from the Town shall be at no expense to the Town and shall be done at Developer's sole cost and expense.

3.3 Responsibilities of Both Parties.

(a) If resources anticipated by the parties for the Project become unavailable, or for any reason the Project ceases to be feasible, including, without limitation, due to engineering constraints of the Property, Town will work with Developer, both in good faith, to develop and agree to changes or alternate plans which accomplish the original goals set forth in this Agreement to the maximum extent possible given available resources. Such changes may include a reduction in the number of the units in the Project or a change in affordability levels. In the event that the parties, exercising good faith, are either unable to identify feasible changes or alternate plans or to agree upon proposed changes or alternate plans within six (6) months after the need for changes or alternate plans has been identified, either party may terminate this Agreement upon written notice to the other party.

Article 4. Design Review; Project Development Schedule; Project Budget.

4.1 Design Review. The development and construction of the Project is subject to such site plans, concept plans, plans and specifications, and the like, as may be approved pursuant to this Agreement by the parties ("Approved Plans") and all applicable Town of Mashpee bylaws, regulations and processes ("Local Ordinances") (the Approved Plans and Local Ordinances, collectively, the "Requirements").

4.2 Project Development Schedule. Attached hereto as Exhibit C is the Project Development Schedule, including proposed dates for performance of certain milestones.

Article 5. Default; Remedies.

5.1 Default by Developer. The occurrence of any of the following events shall constitute an event of default ("Event of Default") under this Agreement by Developer:

5.1.1 If Developer fails to diligently prosecute the development and construction of the Project in accordance with this Agreement or to observe or perform in any material respect any covenant, condition, agreement or obligation hereunder and shall fail to cure, correct or remedy such failure within thirty (30) days after the receipt of a written notice thereof, unless such failure cannot be cured by the payment of money available to the Project and cannot with due diligence be cured within a period of thirty (30) days, in which case such failure shall not be deemed to continue if Developer proceeds promptly and with due diligence to cure the failure and diligently completes the curing thereof, but in no event shall such extended cure period extend beyond ninety (90) days;

5.1.2 If Developer shall be adjudicated bankrupt or be declared insolvent under the federal bankruptcy code or any other federal or state law (as now or hereafter in effect) relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts (hereinafter collectively "Bankruptcy Laws") or if Developer shall (a) apply for or consent to the appointment of, or the taking of possession by, or any receiver, custodian, trustee, United States Trustee, or liquidator (or other similar official) of Developer or of any substantial portion of Developer's property, or (b) generally not pay its debts as they become due, admit in writing its inability to pay its debts generally as they become due, or (c) make a general assignment for the benefit of its creditors, or (d) file a petition commencing a voluntary case or seeking to take advantage of any Bankruptcy Law; or

5.1.3 If an order for relief against Developer shall be entered in any involuntary case under the any Bankruptcy Law, or if the petition commencing an involuntary case against Developer or proposing reorganization of Developer under any Bankruptcy Law shall be filed in and approved by any court of competent jurisdiction and not be discharged or denied within sixty (60) days after filing, or if a proceeding or case shall commence in any court of competent jurisdiction seeking aid or liquidation, the organization, dissolution, winding up or adjustment of debts of Developer, or the appointment of a receiver, custodian, trustee, United States Trustee, or liquidator or (other similar official) of Developer or of any substantial portion of Developer's property, or any similar relief as to Developer pursuant to any Bankruptcy Law, and any such proceeding or case shall continue undismissed, or an order, judgment or decree approving any or ordering any of the foregoing shall be entered and continued unstayed and in effect for thirty (30) days.

5.2 Remedies for Town. If there is an Event of Default by Developer, Town may, in addition to any and all other remedies available to it at law or in equity terminate this Agreement upon written notice to Developer.

5.3 Default by Town. The occurrence of any of the following events shall constitute an Event of Default by Town hereunder:

5.3.1 If Town fails in any material respect to observe or perform any covenant, condition, agreement or obligation hereunder, and shall fail to cure, correct or remedy such material default within thirty (30) days after the receipt of written notice thereof, unless such failure cannot be cured by the payment of money and cannot with due diligence be cured within a period of thirty (30) days, in which case such failure shall not be deemed to continue if the Town proceeds promptly and with due diligence to cure the failure and diligently completes the curing thereof, but in no event shall such extended cure period extend beyond ninety (90) days;

5.3.2 If Town shall be adjudicated bankrupt or be declared insolvent under any Bankruptcy Laws or if Town shall (a) apply for or consent to the appointment of, or the taking of

possession by, or any receiver, custodian, trustee, United States Trustee, or liquidator (or other similar official) of Town or of any substantial portion of Town's property, or (b) generally not pay its debts as they become due, admit in writing its inability to pay its debts generally as they become due, or (c) make a general assignment for the benefit of its creditors, or (d) file a petition commencing a voluntary case or seeking to take advantage of any Bankruptcy Law; or

5.3.3 If an order for relief against Town shall be entered in any involuntary case under any Bankruptcy Law, or if the petition commencing an involuntary case against Town or proposing reorganization of Town under any Bankruptcy Law shall be filed in and approved by any court of competent jurisdiction and not be discharged or denied within sixty (60) days after filing, or if a proceeding or case shall commence in any court of competent jurisdiction seeking aid or liquidation, the organization, dissolution, winding up or adjustment of debts of Town, or the appointment of a receiver, custodian, trustee, United States Trustee, or liquidator or (other similar official) of Town or of any substantial portion of Town's property, or any similar relief as to Town pursuant to any Bankruptcy Law, and any such proceeding or case shall continue undismissed, or an order, judgment or decree approving any or ordering any of the foregoing shall be entered and continued unstayed and in effect for thirty (30) days.

5.4 Remedies for Developer. If there is an Event of Default by Town, Developer may, in addition to any and all other remedies available to it at law or in equity terminate this Agreement upon written notice to Town.

Article 6. Miscellaneous.

6.1 Integration. This Agreement expresses the entire agreement of the parties and supersedes and replaces any prior agreements of the parties, written or oral.

6.2 Applicable Law. This Agreement shall be construed under the laws of the Commonwealth of Massachusetts.

6.3 Amendment. This Agreement may be amended only by a written instrument, executed by the party to be charged therewith.

6.4 Notices. Whenever, by the terms of this Agreement, notice or any other communication shall or may be given, such notice or communication shall be in writing and shall be deemed given upon the earlier of (i) actual receipt by the party to whom addressed or by such party's agent or employee, (ii) two business days after being deposited in the U.S. mail, registered or certified mail, postage prepaid, or (iii) one business day after being delivered to a so-called "overnight" mail service with 1-day service, in any event addressed as follows:

If to Town, to:

Town of Mashpee Affordable Housing
Trust
16 Great Neck Road North
Mashpee, MA 02649
Attn: Rodney C. Collins, Town
Manager

and a copy to:

Town Counsel

If to Developer, to:

c/o Preservation of Affordable Housing,
Inc.,
40 Court Street, Suite 700
Boston, MA 02108
Attn: Cory Fellows, Vice President of
Real Estate Development (with a copy to
attn of General Counsel)

and a copy to:

Daniel M. Rosen
Klein Hornig LLP
101 Arch Street, Suite 1101
Boston, MA 02110

6.5 Approvals and Consents. Where the approval or consent of either party is required, such approval or consent shall not be unreasonably withheld, conditioned or delayed. All approvals and consents shall be requested and provided in writing. Any denial of an approval or consent shall be in writing and shall contain a clear and full statement of the reasons for the denial. Unless otherwise specifically provided in this Agreement, if approval or consent is requested pursuant to the notice procedures set forth in this Agreement and if no response is received within twenty-one (21) days of the notice, the approval or consent shall be conclusively deemed granted.

6.6 Reliance by Developer. Town acknowledges that Developer intends to rely on this Agreement and further agrees Developer may rely on this Agreement to establish to third parties that it has site control of the Project Site in order to qualify for financing and obtain other approvals for the Project.

6.7 Prohibition on Assignment. This Agreement may not be assigned or transferred by Developer without the written consent of Town. Notwithstanding the foregoing, for the purposes of this Agreement, "Developer" shall refer variously to Preservation of Affordable Housing, Inc., Housing Assistance Corporation and, as the context dictates, any an entity which either directly or indirectly controls, is controlled by or is under common control with Preservation of Affordable Housing, Inc., which Preservation of Affordable Housing, Inc. may organize to accomplish its obligations hereunder.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement under seal as of the date and year first written above.

Preservation of Affordable Housing LLC

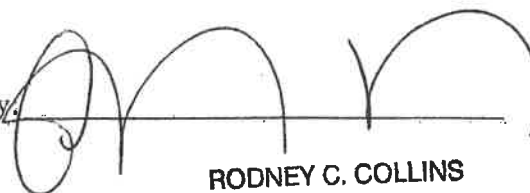
By: Preservation of Affordable Housing, Inc., its
manager

By: 
Aaron Gornstein, Chief Executive Officer

Housing Assistance Corporation

By: 
Alisa M. Galazzi, Chief Executive Officer

Town of Mashpee Affordable Housing Trust

By: 
RODNEY C. COLLINS
Town Manager

List of Exhibits:

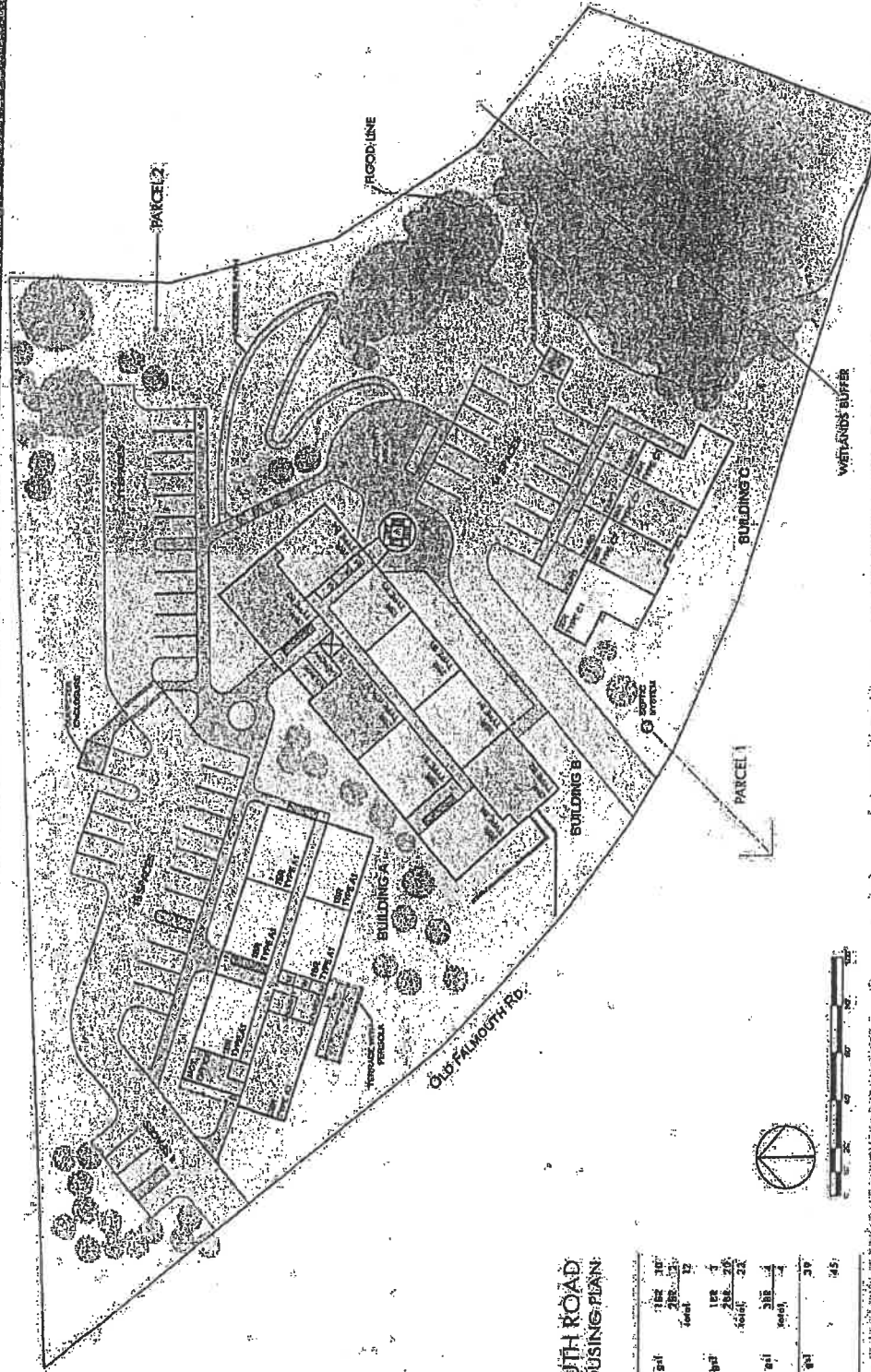
Exhibit A	Proposal
Exhibit B	Site Plan (and/or) Survey
Exhibit C	Draft Project Development Schedule

Exhibit A
Proposal

See Final Proposal Attached

KH 557741.3

Exhibit B
Site Plan (and/or Survey)



950 FALMOUTH ROAD
AFFORDABLE HOUSING PLAN

PROGRAM			
BUILDING "A"	10,500 sq ft	128 units	12
BUILDING "B"	22,842 sq ft	128 units	12
BUILDING "C"	5,100 sq ft	308 units	12
TOTALS	28,522 sq ft	564 units	36
PARKING SPACES			45

Exhibit C
Draft Project Development Schedule

- Q1 2020
 - Execute Development Agreement between POAH/HAC and Town of Mashpee
 - Zoning (40B) kickoff meeting with Town
 - Prepare site survey
- Q2 2020
 - Apply for Project Eligibility Letter (PEL) for 40B
- Q3 2020
 - Complete 40B zoning process
- Q4 2020
 - DHCD financing pre-application
- Q1 2021
 - DHCD financing full application
- Q2 2021
 - DHCD financing awards announced
- Q1 2022
 - Construction start (if funded in DHCD round; if not, re-apply)
- Q1 2023
 - Construction completion, lease-up (if funded in DHCD round)



Town of Mashpee

16 Great Neck Road North
Mashpee, Massachusetts 02649

**MASHPEE ZONING BOARD OF APPEALS
DECISION ON PETITION FOR COMPREHENSIVE PERMIT
MGL c.40B, §§20-23 and 760 CMR 56.00**

PETITIONER: Preservation of Affordable Housing LLC

PROPERTY: 950 Falmouth Road (Route 28), Mashpee, MA 02649
Parcel A: Assessing Parcel 93-6-0
Parcel B: Assessing Parcel 93-7-0
Parcel C: Assessing Parcel 94-7-0

PROJECT: 950 Falmouth Road Affordable Housing Development
CP-2020-46

**DECISION FILED
WITH TOWN CLERK:** February 22, 2021

On February 2, 2021, upon a motion duly made by Board Member Scott Goldstein and seconded by Board Member James Gould, the Mashpee Zoning Board of Appeals ("ZBA" or "Board") voted (5-0) to grant this comprehensive permit under MGL c.40B, §§20-23 and 760 CMR 56.00 with the findings, determinations, conditions and waivers set forth below:

A. PROCEDURAL HISTORY AND JURISDICTIONAL FINDINGS AND DELIBERATIONS:

1. On October 13, 2020, a petition for a Comprehensive Permit under MGL c.40B ("Petition") to construct 39 affordable rental units ("Project") at property at 950 Falmouth Road (Route 28) ("Property") was duly filed by Petitioner Preservation of Affordable Housing LLC ("Petitioner") with the Town Clerk and was duly received on October 13 2020 by the Board.
2. The Petition includes:
 - (i) The September 28, 2020 Project Eligibility Letter issued for the Project by the Department of Housing and Community Development ("DHCD"), under the Low Income Housing Tax Credit Program;
 - (ii) Civil engineering plans, which are entitled "950 Falmouth Road Permitting Plans, Mashpee, Massachusetts" and are dated October 2020, as revised through February 2021, and as prepared by Horsley Witten and consisting of 21 sheets; and lighting plans, consisting of three sheets; and architectural materials prepared by Tise Design Assoc, Inc., consisting of 10 sheets and dated May 8, 2020 (collectively, "Plans"); and
 - (iii) An October 9, 2020 waiver request, as revised and detailed in this decision ("Waivers").
3. The Board duly and timely distributed the Petition to all Town boards, officials, commissions and districts ("Local Boards") as required under 760 CMR 56.05(3).

I HEREBY CERTIFY THAT NO NOTICE OF
APPEAL HAS BEEN RECEIVED BY THIS OFFICE
DURING THE TWENTY DAYS FOLLOWING
RECEIPT AND RECORDING OF NOTICE FROM
THE APPEALS BOARD OF APPROVAL OF THE
ATTACHED DOCUMENT.

Deborah A. Dan.

TOWN CLERK

A TRUE COPY, ATTEST

Deborah A. Dan.

TOWN CLERK OF MASHPEE, MA

March 16, 2021

DATE OF CERTIFICATION

4. The Board scheduled and duly and timely provided notice of the November 18, 2020 opening of the public hearing on the Petition ("Public Hearing") as required under MGL c.40B, §21 and MGL c.40A, §11; and the Board also duly posted each session of the Public Hearing.
5. On November 18, 2020, the Public Hearing timely opened (the opening was timely by operation of the provisions of St. 2020, c.53 and by an extension of the thirty day period to open the hearing provided by Petitioner); and the Public Hearing continued on January 13, 2021, January 27, 2021 and February 2, 2021.
6. On February 2, 2021, the Board voted 5-0 to close the Public Hearing and began the deliberative period.
7. The following Board Members were present for the public hearing sessions and deliberated on the Petition:

Chairman Jonathan D. Furbush
Vice Chairman William A. Blaisdell
Member Scott Goldstein
Member Norman J. Gould
Associate Member George Ganzenmuller
8. During the Public Hearing, the Board received and took into consideration all of the comments and correspondence received from the Local Boards and from abutters and from the Petitioner.
9. On May 1, 2017, the Mashpee Town Meeting voted to transfer the Property (owned by the Town) to the Mashpee Affordable Housing Trust ("MAHT") for purpose of developing affordable housing; and, thereafter, MAHT and the Petitioner entered into a development agreement to allow the Petitioner to file the instant Petition and develop the Property for affordable rental housing.
10. The PEL issued by DHCD contains all of the findings required under 760 CMR 56.04(4) and, as a result, the Petition satisfies all jurisdictional requirements and is eligible to apply for and receive a comprehensive permit.
11. As of the date of receipt of the Petition, the Town of Mashpee ("Town") had not achieved the 10% affordable housing threshold identified in MGL c.40B, §20 or any other "safe Harbor" under MGL c.40B or 760 CMR 56.00 and the Board found that the Town has a critical, unmet need for affordable rental housing.
12. The Petition satisfies all jurisdictional requirements to receive a comprehensive permit.
13. The Project, as set forth in the Plans and with the Waivers granted herein and the Conditions set forth herein, is Consistent with Local Needs as required under 760 CMR 56.05(4) and there are no Local Concerns created by the Project.

B. PROPERTY AND PROJECT DESCRIPTION FINDINGS AND DELIBERATIONS:

1. The Property is owned and in the custody and control of MAHT and, pursuant to a development agreement, a long-term ground lease will be executed by and between MAHT and the Petitioner to allow the Petitioner to develop the Property for affordable housing.
2. The Petitioner provided the Board with a copy of its development agreement with MAHT regarding the Property and copies of the deeds held by MAHT for the Property.
3. The Property is vacant and consists of approximately 12.83 acres of land on three parcels which are identified on the Mashpee Assessing Maps as follows:

Parcel A: Assessing Parcel 93-6-0 (2.49 acres)
Parcel B: Assessing Parcel 93-7-0 (3.26 acres)
Parcel C: Assessing Parcel 94-7-0 (7.08 acres)
4. The Project will have 39 residential rental affordable units, with a total of 68 bedrooms, with all of the units located on Parcel A. The wastewater treatment infrastructure for the Project will be located on Parcel B and Parcel C shall remain as open space.
5. The Property is located in an R-3 Zoning District and portion of Parcel C is located in the Groundwater Protection District; however, Parcel C will remain as open space.
6. The Property is located on either side of Cross Street, a 40-foot wide private way approved as part of an eight-lot subdivision known as "Massasoit Crossing" and which recently was renamed as Cooper Street by the Planning Board.
7. The Project is shown on the Plans and will consist of three buildings as follows:

Building A will be two-story apartment building, with twelve rental units, with ten 1-bedroom units and two 2-bedroom units.

Building B will be a three-story apartment building, with 23 rental units, with four 1-bedroom units and nineteen 2-bedroom units.

Building C will be a two-story townhouse quadplex, with four 3-bedroom rental units.
8. The Petitioner will construct the portion of Cooper Street (f/k/a Cross Street) as shown on the Plans, to provide access to the Project.
9. The Project will include 59 parking spaces as shown on the Plans.
10. The parallel parking spaces shown on the Plans are allowed to be 23' in length, rather than 24' in length, in accordance with the provisions of ZBL §174-38, because the Project will not have high parking turnover or a large proportion of large vehicles, thus making 23' feet of length appropriate.
11. The on-street parking spaces shown on the Plans are an appropriate alternative location to placing them on Parcel A as the on street location will substantially reduce impacts on natural

resources that would occur if the spaces were placed on Parcel B and the on street parking spaces will improve public safety within the meaning of ZBL §174-37 by providing important parking for the Project and the Board notes that no special permit relief is required for this by operation of 760 CMR 56.05(7).

12. The Project complies with the requirements of the Massachusetts Fire Code, as confirmed by the Mashpee Fire Department.
13. The Project will be supplied with water by the Mashpee Water District and the necessary connection permit is hereby provided by this comprehensive permit.
14. The Project will be served by private sewer infrastructure that will be located on Parcel B and will conform to the requirements of the Board of Health; and the necessary sewer connection permit is hereby provided by this comprehensive permit.
15. The 39 rental units shall be affordable to households earning 80% or less of the Area Median Income as calculated by the Department of Housing and Urban Development or for a greater degree of affordability as may be required under the development agreement between the Petitioner and the MAHT or under any state or federal grant program used for the Project and with the units to be affordable for so long as: (1) the Project does not conform to local zoning requirements; (2) required under the development agreement between the Petitioner and MAHT; (3) required under any state or federal grant program used for the Project; and (4) required under any local Community Preservation Act grant restriction.

C. GENERAL FINDINGS AND DELIBERATIONS:

1. The Project is consistent with the Town's Affordable Housing Plan and the direction given by the May 2017 Mashpee Town Meeting that the Property shall be developed for affordable housing purposes.
2. The Petitioner has considerable experience and expertise in developing and managing affordable housing.
3. The Project is appropriate for the Property.
4. With the Conditions imposed below, there are no Local Concerns and the Project is Consistent with Local Needs.

D. CONDITIONS IMPOSED

1. The Petitioner shall adhere to the comments made by the Mashpee Board of Health on September 25, 2020 and November 18, 2020, copies of which are attached hereto as Exhibit A, regarding the wastewater infrastructure.
2. The Petitioner shall adhere to the comments made by the Mashpee Planning Board on November 4, 2020, a copy of which is attached hereto as Exhibit B; and the Petitioner:

- Has duly revised the Plans to provide 59 parking spaces, with 1.5 spaces per dwelling.
- Shall provide appropriate surety to the ZBA to construct the relevant portion of Cooper Street (f/k/a Cross Street), which may include one or more of the following types of surety (or combination thereof) at the Petitioner's election:
 - i. No occupancy permit shall issue until the infrastructure is finished or secured by money based surety; and/or
 - ii. Money-based surety may be posted including: (a) (a) a deposit of money; (b) a surety bond; or (c) a tripartite agreement as provided for under G.L. c.41, §81U, ¶7, and with the amount of money-based surety to be determined by the Board in cooperation with the Building Official or the Board's peer review consultant,

and the Board, acting as the Planning Board, shall duly release any existing subdivision covenant instrument recorded against the Property upon request by the Petitioner.

- Shall provide air conditioning to all units.
 - Shall screen mechanical systems, whether on the ground or on a roof, with landscaping or architectural features as shown on the approved Plans.
3. The Petitioner shall comply with the Planning Board's Subdivision Regulations regarding pavement thickness and compliance is shown on the Plans.
 4. The Petitioner shall repair any damages to Cooper Street (f/k/a Cross Street) that occurs during construction.
 5. The Petitioner revised the Plans to provide for snow storage and a turnaround at the end of Cooper Street (f/k/a Cross Street) and Petitioner shall be responsible for snow removal to maintain access to the Project and before any occupancy permit issues for the Project shall provide the Building Inspector with a snow plowing, snow storage and snow removal plan that will coordinate snow removal efforts with the abutting landowner for so long as Cooper Street (f/k/a Cross Street) is a private way.
 6. The Petitioner shall provide recycling infrastructure and comply with DEP's waste ban.
 7. The Petitioner has revised the Plans to extend the sidewalk to SouthCape Resort and to install two crosswalks to improve safe passing over Cooper Street (f/k/a Cross Street) for the abutting development as shown on the Plans.
 8. The Petitioner shall limit the hours of outdoor construction activities at the Property during the months of June, July and August as follows:

Monday through Friday:	7:00 am to 5:30 pm
Saturdays:	7:00 am to 1:00 pm
Sunday:	No outdoor construction activities

Additionally, from July 4th through Labor Day, outdoor construction activities at the Property shall be further limited as follows:

Monday through Friday: 7:30 am to 5:30 pm

Saturdays and Sundays: No outdoor construction activities

Additionally, there shall be no outdoor construction activities at the Property on the following holidays:

New Year's Day

MLK Day

President's Day

Easter Sunday

Memorial Day

July 4th

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Note: Interior construction work shall not be restricted as referenced above.

9. The Petitioner shall connect the Project to water supplied by the Mashpee Water District and permission for that connection is hereby provided, with the Project to conform to all technical connection requirements of the Mashpee Water District unless an express waiver is granted, either by the Mashpee Water District or the ZBA.
10. The Petitioner has revised the Plans to conform to all of the requests and issues raised by the Board's civil engineering peer review consultant received prior to February 2, 2021. The Petitioner shall adhere to the requirements forth in the February 2, 2021 peer review letter of Charles L. Rowley, P.E., PLS, regarding drainage and lighting plans and said letter is attached hereto as Exhibit C.
11. The Petitioner shall cooperate with the Town to add the 39 rental units to the Subsidized Housing Inventory maintained by DHCD.
12. The Petitioner shall provide a copy of the Regulatory Agreement with DHCD and any other agreement that contains affordability requirements to Town Counsel for review for conformance with the requirements of MGL c.40B.
13. The Petitioner shall provide a copy of DHCD's final approval for the Project before any building permit issues (although building permits may be prepared and signed but may held in escrow pending the final approval and then released upon receipt of the final approval from DHCD).
14. The construction of the Project shall proceed in substantial conformance with the Plans.
15. The construction of the Project shall proceed in conformance with the Board of Health's approval under Title V.

16. The construction of the Project shall proceed in conformance with the technical requirements of the Department of Public Works.
17. The water connection permit is granted subject to the Mashpee Water District reviewing and approving the water connection plans for full compliance with the District's technical requirements.

E. WAIVERS REQUESTED AND ACTION TAKEN

1. Zoning Board of Appeals' Fee Schedule for Chapter 40B Petitions

The Applicant requested the following specific waivers from the Board's Fee

Schedule:

- **Section 3.02.** Waive the requirement that the Applicant pay an application fee that shall include \$7,500 "to pay for the services of legal counsel for assistance" with the "multitude of legal issues that must be explored in the 40B process" as 760 CMR 56.05(5)(a) expressly provides that: "Legal fees for general representation of the Board of other Local Boards shall not be imposed on the Applicant."

ACTION: The Board closed the Public Hearing without requesting the Petitioner to pay for any legal services by Town Counsel and the Board voted to return the Petitioner's check for \$7500 and this waiver request was, therefore, withdrawn.

- **Section 3.02.** Waive the requirement that the Applicant pay an application fee that shall include \$5,000 "for the retention of a financial expert" as 760 CMR 56.05(6) expressly provides that the ZBA may not request to review financial statements for Project until after all of the preconditions sets forth under 760 CMR 56.05(6)(a)(1) are met.

ACTION: The Board closed the Public Hearing without requesting the Petitioner to pay for the retention by the Board of a financial expert and the Board voted to return the Petitioner's check for \$5000 and this waiver request was, therefore, withdrawn.

2. Zoning Board of Appeals' Checklist

The Applicant, to the extent that the ZBA's Checklist is applicable, requests that the ZBA waive the following requirements:

- Any requirement for a Tax Collector Worksheet as this is municipally owned land and the Applicant owns no land in Mashpee.

ACTION: Waiver granted.

- Any requirement for copies of deeds. This is municipally owned property, under tax foreclosure proceedings.

ACTION: Waiver granted, after provision of the development agreement with MAHT and the deeds held by MAHT.

- Any requirement for signatures by municipal officials to support the application being filed as the ZBA is the comprehensive permit granting authority.

ACTION: Waiver granted, with copies of the Petition having been sent to all Local Boards.

3. Zoning Board of Appeals' Comprehensive Permit Rules

As provided for under 760 CMR 56.02, 56.05 and 56.07(2)(4), the Applicant seeks a waiver from the application of any standard in the ZBA's Comprehensive Permit Rules ("ZBA Rules") that is not applied equally to market rate developments, including, but not limited to the sections identified below. Under 760 CMR 56.02, 56.05 and 56.07(2)(4), Local Rules and Regulations shall be applied so as to be Consistent With Local Needs and shall be applied as equally as possible to subsidized and nonsubsidized housing.

ACTION: The ZBA determines that its standards are equally applied and determines that this waiver is denied as not necessary.

As provided for under 760 CMR 56.05, the Applicant also seeks a waiver from any standard in the ZBA Rules that is inconsistent with the requirement that the ZBA shall be the board to grant comprehensive permit relief and to grant waivers.

ACTION: The ZBA determines that it is granting all required relief and waivers without delegating any action to any Local Board and, therefore, this waiver is denied as not necessary.

The Applicant requested the following specific waivers from the ZBA Rules:

- **Section 3.01(g).** A waiver is requested to the extent that this section requires any documentation as to project eligibility other than to present the Project Eligibility Letter issued by the Subsidizing Agency ("PEL"). Under 760 CMR 56.04(1), project eligibility requirements "shall be established by issuance" of the PEL.

ACTION: The ZBA is not requiring any documentation other than the PEL to determine project eligibility and, therefore, this waiver is unnecessary.

- **Section 3.01(i).** A waiver is requested from the requirement to provide the Board with a pro-forma analysis as the ZBA may not request to review financial statements for Project until after all of the preconditions sets forth under 760 CMR 56.05(6)(a)(1) are met.

ACTION: The ZBA did not require the Petitioner to provide a pro forma analysis and this waiver, therefore, is unnecessary.

- **Section 3.01(i).** A waiver is requested from the requirement that the Applicant provide the Board with all materials provided to the Subsidizing Agency as those materials are not relevant to the Board's jurisdiction in this matter.

ACTION: The ZBA did not require the Petitioner to provide all materials that were provided to the Subsidizing Agency and, therefore, this waiver is unnecessary.

- **Section 3.02.** As requested above, the Applicant seeks a waiver from the requirements for a \$7,500 fee for legal services and for a \$5,000 fee for a financial expert as these fees are inappropriate for the reasons detailed above.

ACTION: The ZBA held the checks for \$7,500 and \$5,000, respectively, and then returned the checks to the Petitioner as legal services review (other than for general services) and pro forma review were not requested; and, therefore, this waiver is unnecessary.

- **Section 4.02.** A waiver is requested from the requirement that the Applicant pay for the Board's legal fees for general representation for the reasons detailed above.

ACTION: As detailed above this waiver is unnecessary because the fee was not required and the check has been returned.

- **Section 5.03.** A waiver is requested from the provisions of this regulation to the extent that they exceed the Board's authority, as limited by 760 CMR 56.05(8).

ACTION: The Board is hereby approving the requested comprehensive permit without exceeding the limits set forth under 760 CMR 56.05(8) and this waiver is unnecessary.

- **Section 5.04.** A waiver is requested from the burden of proof placed upon the Applicant that there is a presumption that a waiver of Local Rules and Regulations "will adversely affect local concerns" as the burdens of proof are established under 760 CMR 56.07(2)(b) and the Board has the burden of proof.

ACTION: The Board is hereby approving the requested comprehensive permit and granting the waivers necessary for the Project and therefore this waiver is unnecessary.

- **Section 5.05.** The Applicant does not seek subdivision approval and the subdivision rules and regulations do not apply to the Application.

ACTION: Acknowledged that no subdivision approval is sought, but that any existing subdivision covenant recorded against the Property will be released by the ZBA acting as the Planning Board, as provided for above.

- **Section 6.01.** A waiver is requested from the requirement that the Applicant provide a new PEL any time that a change to the project is made as this requirement contradicts the express requirements of 760 CMR 56.04(5).

ACTION: Granted, as any proposed change to the approved Project shall be processed under the procedures set forth under 760 CMR 56.04(5).

- **Section 6.02.** A waiver is requested from the requirements of Section 3 regarding Notice of Project Change information as previously made above.

ACTION: Granted, as any proposed change to the approved Project shall be processed under the procedures set forth under 760 CMR 56.04(5).

- **Section 6.4.** A waiver is requested from the requirement that any plan revision shall constitute an amendment to the Application, as the Applicant reserves the right to return to the original plan unless otherwise specified.

ACTION: The Plans, as revised, are hereby approved and, therefore, this waiver request is unnecessary.

4. MASHPEE ZONING BYLAW PROVISIONS

As provided for under 760 CMR 56.05(7), the Applicant seeks waivers only from the "as-of-right" zoning requirements set forth in the Mashpee Zoning By-law ("ZBL") as set forth below; and, the Applicant notes and emphasizes that no waiver is needed (or sought) from any special permit requirement set forth under the Zoning Bylaws as 760 CMR §56.05(7) expressly provides that: "Zoning waivers are required solely from the "as of right" requirements of the zoning district where the project site is located; there shall be no requirement to obtain waivers from the special permit requirements of the district."

1. ZBL §174-9. The Applicant requests a waiver from the requirement that all buildings and uses shall comply with the ZBL provisions and to allow the buildings and uses shown on the Plans.

ACTION: Granted.

2. ZBL §174-12. The Applicant requests a waiver from the requirement that there shall not be more than one "principle building" and to allow the buildings shown on the Plans.

ACTION: Granted.

3. ZBL §174-22. The Applicant requests a waiver from the requirement that no building or land may be occupied or used except for a purpose set forth in the Table of Uses and to allow the buildings and uses shown on the Plans.

ACTION: Granted.

4. ZBL §174-23. The Applicant requests a waiver from the requirement that the Applicant post a performance bond for erosion and street right-of-way damages.

ACTION: Granted, as there is no such existing street right of way along the Petitioner's frontage; however, the Petition shall repair any damage to the existing portion of Cooper Street (f/k/a Cross Street) and provide surety as provided for herein.

5. ZBL §174-28.A. The Applicant requests a waiver from the requirement that every building and use shall conform to the dimensional requirements of the ZBL and to allow the buildings and uses shown on the Plans.

ACTION: Granted.

6. ZBL §174-28.B. The Applicant requests a waiver from the requirement that a certification shall be provided to the Building Official that every structure has been located in conformance with the requirements of the ZBL and to allow the buildings shown on the Plans.

ACTION: Granted, with the condition that a certification shall be provided that every structure has been located in substantial conformance with the Plans.

7. ZBL §174-31. The Applicant requests a waiver from the dimensional requirements for the R-3 District as shown on the Plans and as itemized in the table below:

R-3 Table	Requirement	Project Proposes	Waiver Requested
Use	Single Family	Apartment Buildings and Town houses	Yes
Location of building on lot	1 Principle Building	Multiple Buildings	Yes

Minimum Lot Size (sf)	40,000	108,464 +/-	No
Minimum Lot Frontage (feet)	150	660 +/-	No
Front Yard Building Setback (feet)	40	8.50	Yes
Rear Yard Building Setback (feet)	15	74+/-	No
Side Yard Building Setback (feet)	15	66+/-	No
Maximum Building Height	2 ½ stories 35 feet	3 Stories 40' 2" (Bldg B Only)	Yes Yes
Maximum Lot Coverage	20%	46% +/-	Yes
Open Space *	50%	54% +/-	No

ACTION: Granted, as requested above.

8. ZBL §174-39. The Applicant requests a waiver from the requirement under ZBL §174-39 that there be two spaces per dwelling and to allow the parking for the Project to be 1.5 parking spaces per unit (for a total of 59 parking spaces) as shown on the Plans.

ACTION: Granted.

9. ZBL §174-38. The Applicant requests a waiver, to allow the minimum parking lot aisle width to be reduced from 24' to 20' and to allow the 1 bay module width to be reduced from 43' 4" to 40' and to allow the 2 bay module to be reduced from 62' to 60' as shown on the Plans and in the following table:

Parking Angle	REQUIRED			PROVIDED		
	Aisle Width	1 Bay Module Width	2 Bay Module Width	Aisle Width	1 Bay Module Width	2 Bay Module Width
90 degrees	24'	43' 4"	62'	20'	40'	60'

ACTION: Granted.

10. Section 174-41(N). The Applicant requests a waiver from the requirement that no trees over ten (10) inches in diameter at breast height may be removed without approval of the permitting authority for the project.

ACTION: Granted.

11. ZBL §174-41(R). The Applicant requests a waiver from the requirement that no more than forty (40%) percent of the area within the dripline of any tree to be planted or retained within or adjacent to a parking area, when fully grown, may be made impervious.

ACTION: Granted.

12. ZBL §174-41(Q). The Applicant requests a waiver from the requirement that irrigation facilities be installed to ensure proper maintenance of parking lot landscaping.

ACTION: Granted.

5. Planning Board's Subdivision Rules and Regulations.

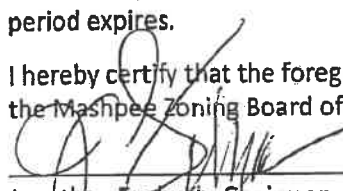
As expressly provided for under 760 CMR 56.05(7), no waiver from the Planning Board's Subdivision Rules and Regulations is required for the Project as the Project does not divide the Property and is not a subdivision application. The Applicant notes, however, that the access way (i.e., Cross Street which is now known as Cooper Street) within the Project was approved previously under the Subdivision Control Law and the Project's stormwater infrastructure and erosion controls will conform to the latest version of the Massachusetts DEP Stormwater Standards and a release from any existing subdivision covenant under MGL c.41, §81U, ¶7 is requested.

ACTION: While no waiver action is required, the Board notes, as stated above, that the ZBA will act as the Planning Board in this matter and will release any existing subdivision covenant held recording against the Property under MGL c.41, §81U, ¶7 when the Petitioner either installs the municipal services or provides surety as noted above.

F. DURATION OF THE COMPREHENSIVE PERMIT

The Permit shall lapse if construction has not begun within three years from the date that this Permit becomes final, except for good cause, pursuant to 760 CMR 56.04(12)(c), or unless such time has been extended by the Board, with any request for an extension of time to be made before the three year period expires.

I hereby certify that the foregoing document accurately represents the findings and determinations of the Mashpee Zoning Board of Appeals as duly voted by the Board on February 2, 2021.


Jonathan Furbush, Chairman

Signature of the Chairman on behalf of the Board authorized by Board vote on April 22, 2020.

Dated: February ²2, 2021 *mk*

Exhibit A. Mashpee Board of Health September 25, 2020 and November 18, 2020 Comments

Exhibit B. Mashpee Planning Board November 4, 2020 Comments

Exhibit C. Charles L. Rowley's February 2, 2021 Peer Review Comments

EXHIBIT A

16



Town of Mashpee
BOARD OF HEALTH
16 GREAT NECK ROAD NORTH
MASHPEE, MASSACHUSETTS 02649
(508) 539-1426 • Fax (508) 477-0496
boh@mashpeema.gov



Public Health
Prevent. Promote. Protect.

September 25, 2020

*read
into
the record
11/18/20*

Mr. Joe Henderson, P.E.
Horsley Witten Group, Inc.
90 Route 6A, Unit 1
Sandwich, MA 02563

RE: 950 Falmouth Road, Mashpee, MA (Assessor's Map 93, Parcels 6-7; and Map 94, Parcel 7)

Dear Mr. Henderson:

On September 24, 2020, the Mashpee Board of Health reviewed Title V design plans for the proposed residential development located at the above-referenced address. The design plans were entitled "Utility Plan, 950 Falmouth Road, Conceptual Development, Mashpee, Massachusetts," dated April 2020, Scale: 1"=20' prepared for Preservation of Affordable Housing, Sheets WW-1 & 2. The septic system would service three proposed buildings with 39 dwelling units and containing 69 bedrooms. The total design flow for the project would be 7,590 gallons per day. No variances were proposed on the plans.

You appeared at the virtual meeting to represent the project to the Board. At the meeting, the discussion covered the technical design and location of the proposed septic system that would serve the new residential buildings.

After the discussion, the Board voted the following:

1. To require revised design plans that depict the details and specifications of the septic components, and general notes. The Health Agent shall review and approve the plans as part of the Zoning Board of Appeals submittal or the Building Permit package.
2. A generator shall be provided for backup power.
3. A four-inch diameter vent manifold shall be provided on the soil absorption system.
4. The installation shall occur in accordance with the DEP Provisional Approval Letter for the Bioclere system.

If you are aggrieved by the decision of the Board of Health, you have the right to appeal to a court of competent jurisdiction in accordance with the laws of the Commonwealth.

Should you have any questions, please contact this office at (508) 539-1426.

Cordially,

A handwritten signature in dark ink, appearing to read "Glen E. Harrington", with a stylized flourish at the end.

Glen E. Harrington, R.S., C.H.O.
Health Agent

cc: Building Department
Zoning Board of Appeals



Town of Mashpee

16 Great Neck Road North
Mashpee, Massachusetts 02649

BOARD OF HEALTH COMMENTS NOVEMBER 18, 2020

150 Pimlico Pond Road: *BOH Comments: No comment.*

16 Spoundrift Circle:

BOH Comments: Septic plan and architectural plans approved for three bedrooms. A rodent control inspection is required to be performed by an agent of the BOH and an asbestos inspection must be performed by a private asbestos inspector as part of the demolition checklist. Demolition checklist shall be completed prior to demo permit sign-off. A disposal works construction permit is required to install the new Title V septic system. The building permit will not be issued until the septic permit is obtained by the licensed septic installer.

107 Ninigret Ave:

BOH Comments: Floor plans approved for three bedrooms. Septic inspection performed. A rodent control inspection has been performed by an agent of the BOH and an asbestos inspection must be performed by a private asbestos inspector as part of the demolition checklist. Demolition checklist shall be completed prior to demo permit sign-off. Existing septic system to be utilized.

63 Waterline Drive South: *BOH Comments: No comments.*

24 Uncle Percys Road:

BOH Comments: The existing three-bedroom septic is to be utilized. The proposed floor plans have four bedrooms as shown. The office/sitting area has a standard door so the room has privacy and considered a bedroom per BOH bedroom definition. A rodent control inspection is required to be performed by an agent of the BOH and an asbestos inspection must be performed by a private asbestos inspector as part of the demolition checklist. Demolition checklist shall be completed prior to demo permit sign-off. A septic inspection is required due to the change in footprint. The inspection report shall be uploaded as part of the building permit application.

950 Falmouth Road (Route 28):

BOH Comments: The BOH approved the concept of the septic system for the proposed residential development on September 24, 2020. An approval letter was prepared on September 25, 2020 outlining the board's conditions for approval. The technical review is on-going and any comments will be directed to the designing engineer.

EXHIBIT B

①



Town of Mashpee

✓ Planning Board

16 Great Neck Road North
Mashpee, Massachusetts 02649

Comments
Read
into Record
11/18/20

MEMORANDUM

40B

Comments

To: Jonathan Furbush, Chairman, Board of Appeals
From: Jack Phelan, Chairman, Planning Board
Date: November 4, 2020

~~RE: 16 Great Neck Road Chapter 40B Petition~~

At its meeting of November 4, 2020 the Planning Board discussed the petition of Preservation of Affordable Housing LLC requesting a Comprehensive Permit under M.G.L. Chapter 40B, §§20-23 and 760 CMR 56.00 to construct thirty nine (39) low income housing rental units on property located in an R-3 Zoning District, Parcel A: Map 93 Parcel 6-0, Parcel B: Map 93 Parcel 7-0, and Parcel C: Map 94 Parcel 7-0.

The applicant requested eleven (11) waivers from the Board of Appeals Comprehensive Permit Rules. The Planning Board found no issues with those requests.

The applicant also requested twelve (12) waivers from the Mashpee Zoning Bylaw. The Planning Board raised some concerns with regard to the following waiver requests and suggests that the Board of Appeals consider the following comments as voted on by the Planning Board:

§174-23 – The Planning Board does not support this waiver request and asks the Board of Appeals to require the petitioner post a performance bond for erosion and street right of way damages.

§174-41 Parking Lot Design – The Planning Board requests the petitioner provide the Board of Appeals with the actual ratio of natural or landscaped area to paved area proposed. The Planning Board requests that the applicant comply with this provision if possible. If not possible, the petitioner should be required to get as close to a 1:5 ratio as is practicable.

Lastly, the Planning Board requests the Board of Appeals include the following as conditions:

- Central Air Conditioning should be provided to all units within the proposed development.
- Any mechanical systems, whether on the ground or on the roof, should be concealed by landscaping and/or architectural features.

EXHIBIT C

Charles L. Rowley, PE, PLS
Consulting Engineer and Land Surveyor

5 Carver Road
PO Box 9
West Warcham, MA 02576

Tel: 508-295-1881
Cell: 508-295-0545
E-mail: csr63@verizon.net

February 2, 2021

Town of Mashpee Board of Appeals
Town Hall
16 Great Neck Road North
Mashpee, MA 02649

Re: 950 Falmouth Road
40B project peer review.

Attention: Jonathan Furbush, Chairman

Dear Chairman Furbush:

Over the past several days I have been in communication with Brian Kuchar, PE of Horsley Witten Group to discuss the site plan and details for the above referenced project.

Having reviewed the final site plan and the adjustments that have been made to it I am recommending approval of the plan subject to two conditions.

1. The project be approved subject to a final review of the drainage calculations. What small changes that may occur during this review should not adversely impact the project and can be accomplished within 20 day of filing the approval with the Mashpee Town Clerk.
2. Final site lighting may be subject to review depending on whether there will be any building mounted lighting on the project. At this time the outside lighting plan indicates low intensity pole mounted units within the parking and assess driveways with no direct impact on the buildings. Maximum mounting height has been limited to 12 feet. The condition should include a requirement to keep all lighting pedestals at least 3 feet behind the curb line and so as not to block the full sidewalk access.

The Special Permit should reflect the latest plan set dates as provided by Horsley Witten. They may be different than what is currently in the document. Please feel free to contact me if you have any questions.

Very truly yours,

Charles L. Rowley

Charles L. Rowley, PE, PLS

Cc Brian Kuchar, Horsley Witten Group

CERTIFICATE OF AUTHORIZATION VOTE
TOWN OF MASHPEE ZONING BOARD OF APPEALS

I, the undersigned, Deborah Dami, duly elected Town Clerk of the Town of Mashpee, hereby certify in my official capacity that the Town of Mashpee Zoning Board of Appeals ("Board") at a duly convened public meeting on April 22, 2020 did, by vote of 5 in favor, 0 opposed, authorize the following action:

Moved that the Board vote to authorize JONATHAN D Forbush to execute and endorse all decisions, permits, approvals, plans, orders, instruments or other documents, of whatever nature, on behalf of, and as duly authorized agent for, the Zoning Board of Appeals.

The within authorization shall take effect upon the filing of this Certificate with the Barnstable Land Court District and shall terminate upon further vote of the Board and the registration of a certificate of vote rescinding the within authorization or upon the expiration of the March 10, 2020 Declaration of State of Emergency To Respond To COVID-19 by the Governor of the Commonwealth of Massachusetts, whichever occurs first.

Attested:

Deborah Dami
Town Clerk



BARNSTABLE COUNTY
REGISTRY OF DEEDS
A TRUE COPY, ATTEST

John F. Meade
JOHN F. MEADE, REGISTER

BARNSTABLE REGISTRY OF DEEDS
John F. Meade, Register



April 7, 2021

Mashpee Affordable Housing Trust
c/o Terrie Cook,
Office of the Town Manager
Town of Mashpee
16 Great Neck Road North
Mashpee, MA 02649

959 Falmouth Road Affordable Housing - Project Update and Funding Request

Dear Members of the Mashpee Affordable Housing Trust,

On February 2, 2021, Housing Assistance Corporation (HAC) and Preservation of Affordable Housing (POAH) were granted a Comprehensive Permit by the Mashpee Zoning Board of Appeals for the development of 39 units of affordable housing at 950 Falmouth Road in Mashpee, MA. This was an important milestone in a multi-year effort by HAC and POAH, with the ongoing support of the Town, to provide much needed low- and moderate-income housing in Mashpee.

The HAC/POAH team is now focused on securing all necessary funding and planning for construction. In January, we submitted a full application to the Massachusetts Department of Housing & Community Development (DHCD) seeking an allocation of Low-Income Housing Tax Credits, Project-Based Vouchers for eight (8) units, and a mix of state affordable housing "soft" money sources to support the capital costs and ongoing operations of this project. The application is currently under review by DHCD. We have also submitted a funding request to the Barnstable County HOME Consortium.

Through this letter, HAC and POAH are requesting \$300,000 from the Mashpee Affordable Housing Trust to support the development costs of the project. As you know, the Mashpee Affordable Housing Trust (MAHT) has been a strong supporter of this project from the beginning. Your financial support is critical to moving this project forward and ensuring its success. Attached to this letter, we have included a brief project summary, anticipated project timeline, and summary of projected uses for MAHT funds.

Thank you for your consideration. If you need any additional information to support this request please contact David Quinn, HAC's Director of Housing Development and Planning, at dquinn@haconcapcod.org or 508-771-5400, ext. 288.

Sincerely,

DocuSigned by:

Alisa Magnotta

7EF3190A950D49E...

Alisa Magnotta, CEO
Housing Assistance Corporation (HAC)
460 West Main St., Hyannis, MA 02601
alisa@haconcapcod.org; 508-771-5400



959 Falmouth Road Affordable Housing Request for Funding from the Mashpee Affordable Housing Trust

Project Overview:

The site is comprised of approximately 13 acres of land on three contiguous parcels owned by the Town of Mashpee. Through a competitive RFP process directed by the Mashpee Affordable Housing Trust, Housing Assistance Corporation (HAC) and Preservation of Affordable Housing (POAH), were awarded development rights to the property and are proposing to construct 39 new affordable rental units in three buildings. On February 2, 2021, the project was granted a Comprehensive Permit under MGL c.40B to construct 39 affordable rental units at 950 Falmouth Road.

HAC and POAH have worked closely with the Mashpee Affordable Housing Trust, Board of Selectmen, and Town staff to design a project that provides much-needed affordable housing stock in Mashpee while fitting in with the community's historic and natural character to ensure that it gains solid public support.



The Project will have 39 residential rental affordable units, with a total of 68 bedrooms, with all of the units located on Parcel A. The wastewater treatment infrastructure for the Project will be located on Parcel B and Parcel C shall remain as open space.

Anticipated Project Timeline:

Item	Anticipated Date	Status
Development Agreement between HAC/POAH and Town	2/2/2020	Complete
Submission of DHCS Financing Applications	1/21/2021	Complete
Regulatory & Zoning Approvals	2/2/2021	Complete
HOME Funding Application Submitted	3/24/2021	Complete
Mashpee AHT Funding Application Submitted	4/7/2021	Complete
Receipt of All Financing Commitments	12/30/2021	Pending funding decisions
Loan Closings and Construction Start	6/1/2022	
50% Construction Completion	12/1/2023	
Construction Completion	6/1/2023	
Full Occupancy	10/1/2023	

Projected Uses of Funds:

The total development cost for the project is projected to be \$15,813,471.00, including \$11,057,253.00 of direct construction costs. The construction contract has not yet been bid or finalized. A general contractor was hired to provide pre-construction estimates for funding purposes, however, market conditions are subject to change.

If granted, Mashpee Affordable Housing Trust funds would be used for direct construction costs, likely early in the construction period for site and infrastructure work. If the Trust has specific requests for the uses of MAHT funds, HAC/POAH can accommodate the request.

<u>Sources/Uses</u>	<u>Amount</u>
Federal LIHTC Equity	\$ 5,983,523.00
State LIHTC Equity	\$ 3,160,000.00
Subordinate DHCD State Debt	\$ 4,300,000.00
Barnstable County HOME	\$ 250,000.00
Mashpee AHT	\$ 300,000.00
Permanent Debt	\$ 1,819,948.00
TOTAL Sources	\$ 15,813,471.00

Project Plans:

An electronic copy of the current project plans (permitting set) has been provided with this request. Hard copies are available upon request.



***AMENDED* AGENDA
BOARD OF SELECTMEN
MONDAY, JUNE 7, 2021
WAQUOIT MEETING ROOM
MASHPEE TOWN HALL
16 GREAT NECK ROAD NORTH
MASHPEE, MA 02649**

Broadcast Live on Local Cable Channel 18

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

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

PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

MINUTES Approval of the following: Monday, May 24, 2021 Regular and Executive Sessions

APPOINTMENTS & HEARINGS

- Public Comment
- Discussion and Approval of Liquor License Amendment Application for a Change of Corporate Name from New Seabury Resources Management, Inc. to NS Beach Club, LLC: *Chris Card*
- 6:40 pm Public Hearing: Liquor License Application of Cape & Islands Distillers, LLC 10A Evergreen Circle Mashpee: New Farmer Series Pouring Permit: *Jonathan Fryer*
- 6:45 pm Public Hearing: Request for Modification of Entertainment License of Barnstable Pizza and Pasta Co., Inc. dba Finally Dino's 401 Nathan Ellis Highway Mashpee to Allow Amplified Music on Outdoor Premises: *Constantinos Mitrokostas*
- Discussion and Approval of the following:
 1. One-Day Liquor License: June 17, 2021, 5 – 8 pm at 31 Frank E. Hicks Drive Mashpee and Waiver of Fee; Waiver of Annual Building inspection Fee: *Lloyd Wilson Jr. - Boys and Girls Club of Cape Cod*
 2. Race Amity Day: June 13, 2021, 1 – 3 pm Mashpee Community Park: *Teresa Donovan/Marie Stephenson*
- *Town Manager Rodney Collins*: Review of Amendment No. 1 to Agreement for Operation of Mashpee Transfer Station: ("License to Use Additional Composting Area"): *Gotta Do Contracting, LLC*
- *DPW Director Catherine Laurent*:
 - Discussion and Approval of Orders of Taking Easements: Route 151 Corridor Improvement Project
 - Discussion and Approval of Award and Extensions of Annual Department of Public Works Contracts
 - Discussion and Approval of End of Year Transfer Request

COMMUNICATIONS & CORRESPONDENCE

OLD BUSINESS

1. Update, Discussion and Possible Action Relative to COVID-19
2. Update, Discussion and Possible Action Relative to Wastewater Project(s)
3. Update on Comcast Contract Renewal Negotiations

NEW BUSINESS

1. Discussion and Certification of Hiring Process: Firefighter/EMT - Devon Crawl: *Fire Chief Thomas Rullo*
2. Discussion and Approval of Selectmen's Designation of Member to Approve Expenditure Authorization Documents
3. Discussion and Approval of Resignation from the South Cape Beach Advisory Committee: *Jeralyn Smith*
4. Discussion and Approval of Boards, Committees and Commissions Annual Reappointments
5. Discussion of 2021-2022 Board of Selectmen Liaison Assignments
- *6. Discussion and Approval of the Sixth Amendment to the Memorandum of Understanding between the Mashpee Wampanoag Tribe and the Town of Mashpee for the Provision of Fire Protection and Emergency Medical Services and Law Enforcement Mutual Aid Assistance*

LIAISON REPORTS

TOWN MANAGER UPDATES

ADDITIONAL TOPICS

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

1. Mashpee Commons Expansion Project – Three-Party Development Agreement/Proposed Expansion

EXECUTIVE SESSION

ADJOURNMENT

Board of Selectmen
Minutes
June 7, 2021

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

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

MINUTES

Monday, May 24, 2021 Regular and Executive Sessions:

Motion made by Selectman Weeden to approve the Regular and Executive Session minutes of Monday; May 24, 2021 as presented.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes
Selectman Cotton, yes

Selectman Weeden, yes
Selectman O'Hara, yes

Selectman Gottlieb, yes
Opposed, none

ADDITIONAL TOPICS

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

Mashpee Commons Expansion Project – Three-Party Development Agreement/Proposed Expansion:

Motion made by Selectman Weeden to add the Three-Party Development Agreement topic and the proposed expansion of Mashpee Commons on the agenda as an unanticipated topic for discussion.

Motion seconded by Selectman Gottlieb.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes
Selectman Cotton, yes

Selectman Weeden, yes
Selectman O'Hara, yes

Selectman Gottlieb, yes
Opposed, none

Discussion followed regarding action previously taken by the Board of Selectmen as a "Participating Party" in a Three-Party Development Agreement with Mashpee Commons and the Cape Cod Commission for the proposed expansion of Mashpee Commons. There was a question if the Board of Selectmen as a "Participating Party" would serve as a representative with voting ability or as a respective liaison.

For clarification it was disclosed the Board of Selectmen representative in the Three-Party Agreement with Mashpee Commons and the Cape Cod Commission is Selectman John J. Cotton. Selectman Cotton is the liaison, and as the assigned liaison of the Board of Selectmen is not a voting member.

With regards to the proposed expansion project Chairman Carol A. Sherman indicated that several letters and emails have been received, some in favor and some against the expansion proposal. Mrs. Sherman assured the citizens their comments are duly recognized. Selectman Sherman requested patience and made note of the significance of this project and the importance to fully allow adequate time to review the project proposal and potential changes to the zoning bylaw.

Board of Selectmen
Minutes
June 7, 2021

ADDITIONAL TOPICS

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

Mashpee Commons Expansion Project – Three-Party Development Agreement/Proposed Expansion:
(continued)

Selectman David W. Weeden offered comments with respect to the Town's Zoning Bylaw specifically under Development Agreements as outlined under §174-27.1. The purpose and intent of the bylaw enables the Town to enter into Development Agreements consistent with the provisions of the Cape Cod Commission Act and Chapter D, the code of the Cape Cod Commission regulations of general application. The Act provides that such Development Agreements may proceed as long as the Town's Local Comprehensive Plan has been certified by the Cape Cod Commission as consistent with the Regional Policy Plan. The Local Comprehensive Plan (LCP) last updated in 1998 is under revision. Selectman Weeden asked is the Plan consistent with the 2019 Regional Policy Plan?

Under the bylaw, negotiations of the elements of a Development Agreement between "Participating Parties" and a Qualified Applicant shall be led by the Planning Board or its designee, and may include representatives from other municipal boards, departments and commissions where joint participation would assist the negotiation process.

Selectman David W. Weeden indicated he is concerned with the process as it relates to the 400-page document and timeline as being rushed in an effort to move forward to obtain passage at Town Meeting. Selectman Weeden urged the Board to commit funds for independent assessments to include environmental, financial impacts, traffic studies and archaeological review. It was also recommended the Board identify applicable boards, departments and/or commissions with relevant knowledge and skills to contribute to discussions and negotiations.

Selectman Weeden stated the process is unfair to our civil servants who are part-time volunteers when the Cape Cod Commission and Mashpee Commons have teams of attorneys and other skilled personnel to offer representation. It was recommended the Board of Selectmen make a commitment to support their Planning Board.

As discussion continued it was agreed the Board of Selectmen would arrange to meet with the Planning Board to determine how the Town will meet this challenge amongst the two boards. Town Manager Rodney C. Collins indicated if he is so directed, funds would be made available for consulting purposes with resources to be provided as necessary.

In lieu of the October warrant, it was recommended the Board consider a Special Town Meeting in 2022.

Motion made by Selectman Gottlieb to set a Special Town Meeting date after the first of January 2022. The motion was amended to hold a Special Town Meeting in March of 2022 on articles associated to this project, and request the Planning Board attend a joint meeting with the Board of Selectmen to discuss the process issues as conveyed by Selectman Weeden.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes
Selectman Cotton, yes

Selectman Weeden, yes
Selectman O'Hara, yes

Selectman Gottlieb, yes
Opposed, none

Board of Selectmen
Minutes
June 7, 2021

APPOINTMENTS & HEARINGS

Public Comment:

Lynne Barbee; Surf Drive, spoke on the Mashpee Commons expansion project. Ms. Barbee requested public input and time to review all of the details. Ms. Barbee stated the voters need a clear, detailed and agreed upon signed plan before any zoning bylaw change. Although she is appreciative of the Board of Selectmen Ms. Barbee said most importantly, we have a situation where the zoning bylaw cart is being put before the development plan horse. With the cart behind the horse, we can make Mashpee better.

Ms. Barbee noted she is supportive of increased affordable housing in Mashpee. Housing happens within and impacts a community. Ms. Barbee explained the town needs to get this right and the 25-year agreement needs at least 25 weeks of review, public comment and independent assessments.

Richard Klein of 205 Ashers Path West stated in his opinion if the town moves forward with the town meeting articles in October, we are all screwed. Mr. Klein voiced support to defer the articles to 2022 and indicated the town needs to negotiate to see what the developers are willing to give to the town.

Marje Hecht a resident of Hoophole Road indicated the Planning Board is rushing headlong into an agreement before we know what the zoning is for and that the Cape Cod Commission is drafting a development agreement with no select board or public comment. Ms. Hecht asked for a commitment from the Board of Selectmen to not submit any bylaw until there is a development agreement.

Ms. Hecht stated that Mashpee Commons is trying to build a little city in Mashpee with thousands of new residents, equivalent to six super Walmart's in the most congestive center of town. Ms. Hecht said that it is important to know the dimensions of the project and commented as residents we suffer with traffic and there is a need to consider the implications of the project.

Ms. Hecht also conveyed that high priced units are not family or workforce housing and favored deferring the zoning amendments to the spring town meeting.

Kathryn Jacobsen of Sea Oaks Condominiums, 195 Falmouth Road voiced concern on the issue of wastewater management stating it is doubtful the current wastewater treatment plant at Mashpee Commons could handle the wastewater. She asked if the developer would be required to build another wastewater treatment plant.

Karen Faulkner asked the Board of Selectmen to delay any and all bylaw amendments on the Mashpee Commons Plan until a development agreement is executed by the Board of Selectmen. Under the development agreement, the lead negotiator is the Planning Board. Ms. Falkner stated the development agreement should elicit what benefits the developer is giving to the town and the impacts. Ms. Faulkner also noted if the Planning Board votes for the amendment in October and if the bylaw amendment were to pass, there is no legal binding mechanism for Mashpee Commons to participate in a development agreement. We would be stuck with the bylaw amendment forever. If the zoning bylaw amendment was to pass, Mashpee Commons would have carte blanche for high density and the town would have no recourse. Ms. Faulkner also agreed there is a dire need for a fiscal impact statement done by an independent consultant. And in closing Ms. Faulkner stated the town cannot let Mashpee Commons push us into getting this bylaw amended. The town should not put the cart before the horse.

Board of Selectmen
Minutes
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APPOINTMENTS & HEARINGS

Public Comment: (continued)

Bobbie Christensen respectfully withdrew her request to comment to alleviate redundancy.

OLD BUSINESS

Update, Discussion and Possible Action Relative to COVID-19:

The Governor has formally rescinded the State of Emergency on June 15, 2021 at 12:01 p.m. Rules and regulations that existed prior to the pandemic will apply.

The reopening of the Mashpee Town Hall has been without incident.

Update, Discussion and Possible Action Relative to Wastewater Project(s):

There is no report at this time. The newly staffed Town Engineer is well educated, energetic, ambitious and proficient to assist the Town of Mashpee in moving forward with the magnitude of the clean-water undertaking and other required duties.

Update on Comcast Contract Renewal Negotiations:

It was reported negotiations are proceeding.

NEW BUSINESS

Discussion and Certification of Hiring Process: Firefighter/EMT - Devon Crowl: Fire Chief Thomas Rullo:

Correspondence was received from Fire Chief Thomas C. Rullo dated May 28, 2021 regarding the hiring process and appointment of Devon Crowl as a Step 1 Firefighter/EMT effective June 14, 2021. Town Manager Rodney C. Collins affirmed that all phases of the entry level selection process have been adhered to for this appointment.

Motion made by Selectman Gottlieb to certify the hiring process of Devon Crowl as Firefighter/EMT at Step 1 of the intended pay scale.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes
Selectman Cotton, yes

Selectman Weeden, yes
Selectman O'Hara, yes

Selectman Gottlieb, yes
Opposed, none

Board of Selectmen
Minutes
June 7, 2021

Discussion and Approval of Selectmen's Designation of Member to Approve Expenditure Authorization Documents:

With the lifting of the State of Emergency, the Board of Selectmen took action as follows;

Motion made by Selectman Gottlieb to rescind past action and move that the Board vote in accordance with the provisions of G.L. c. 41m §41, §56 to designate the Chair, or in the event of the Chair's absence or incapacity, the Vice-Chair or Clerk to execute and endorse all bills, drafts, orders, and payrolls on behalf of and as duly authorized agent for the Board of Selectmen.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Discussion and Approval of Liquor License Amendment Application for a Change of Corporate Name from New Seabury Resources Management, Inc. to NS Beach Club, LLC: Chris Card:

Chris Card, President of New Seabury Resources Management was in attendance to respectfully request the Board of Selectmen support the License Amendment Application of New Seabury Resources Management, Inc. for a Change of Corporate Name from New Seabury Resources Management, Inc. to NS Beach Club LLC. This is merely an administrative change that does not require a public hearing.

Motion made by Selectman Gottlieb to approve the Liquor License Amendment Application of New Seabury Resources Management, Inc. to NS Beach Club, LLC as presented.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Public Hearing: Liquor License Application of Cape & Islands Distillers, LLC 10A Evergreen Circle Mashpee: New Farmer Series Pouring Permit: Jonathan Fryer:

The Board of Selectmen acting as the Licensing Authority for the Town of Mashpee opened the Public Hearing on the application of Cape & Islands Distillers LLC d/b/a Cape & Island Distillers, for a new Farmer Series Pouring Permit. The subject premise is located at 10A Evergreen Circle, Mashpee. Premise is described as 1,500 square feet, with (1) entrance, (2) exits and a seating capacity of (64).

The Hearing notice was read aloud into the record in accord with posting procedures.

Jonathan Fryer, a principal of the subject establishment and representing attorney was in attendance to request the New Farmer Series Pouring Permit to allow the Cape & Island Distillers, LLC to provide samples and cocktails for patrons.

Being no comment, the Board of Selectmen motioned as follows;

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Public Hearing: Liquor License Application of Cape & Islands Distillers, LLC 10A Evergreen Circle Mashpee: New Farmer Series Pouring Permit: Jonathan Fryer: (continued)

Motion made by Selectman Gottlieb to close the Public Hearing.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Motion made by Selectman Gottlieb to approve the New Farmer Series Pouring Permit application of Cape & Islands Distillers, LLC as presented.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Public Hearing: Request for Modification of Entertainment License of Barnstable Pizza and Pasta Co., Inc. dba Finally Dino's 401 Nathan Ellis Highway Mashpee to Allow Amplified Music on Outdoor Premises: Constantinos Mitrokostas:

The Board of Selectmen opened the Public Hearing to consider a modification to the entertainment license of Barnstable Pizza & Pasta Co., Inc. d/b/a Finally Dino's located at 401 Nathan Ellis Highway, to allow for amplified music within the outdoor premises.

Constantinos Mitrokostas was in attendance to discuss the requested modification as the hearing notice was read into the record. Mr. Mitrokostas indicated he has been a resident of the Town of Mashpee and operator of the subject establishment for the past 30 years.

With the lifting of the COVID-19 restrictions Mr. Mitrokostas in concern to the catastrophic loss of revenue in the restaurant industry conveyed his desire to move forward. The license as it presently exists allows for live music, recorded music, dancing by patrons, DJ, coin operated devices. The outdoor entertainment is restricted to acoustical music ceasing at 10:00 p.m. with the outside patio closed at 10:00 p.m.

Mr. Mitrokostas indicated during the past few years he has not received any complaints, and there has been no issues with respect to the acoustical music. A great deal of time and energy was expended to purchase the equipment to support the size of the band and to channel the noise. With the release of COVID-19 restrictions patrons wish to spend more time enjoying the outdoors. Mr. Mitrokostas stated the Board of Selectmen has granted licenses for amplified music to other restaurants in Town and respectfully requested the Selectmen support his request for outdoor amplified music.

The license allows amplified music indoors and the larger bands are scheduled indoors as they tend to attract more patrons. Mr. Mitrokostas stated the larger bands may have been the issue with the neighborhood complaints in the past.

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Public Hearing: Request for Modification of Entertainment License of Barnstable Pizza and Pasta Co., Inc. dba Finally Dino's 401 Nathan Ellis Highway Mashpee to Allow Amplified Music on Outdoor Premises: Constantinos Mitrokostas: (continued)

Mr. Mitrokostas suggested the Board allow the amplified music outdoors on a trial basis to grant the opportunity to be competitive with other restaurants offering entertainment. It was thought that a special permit could possibly be granted on two specific dates to test the amplification of the live outdoor music. Mr. Mitrokostas explained that in general his patrons who would be attending the events are an older crowd.

It was disclosed that currently Mr. Mitrokostas has not consulted with the neighbors to discuss his request.

The Board opened the Public Hearing to solicit comment.

Virginia Scharfenberg of 3 Pequot Avenue indicated the neighborhood had serious objections to the amplified music five years ago. The readings were above 70 decibels. Ms. Scharfenberg indicated she was unable to sit outdoors during this time, and the music could be heard inside. There was also problem with loud noise affecting a very young child that could not sleep at night and a nurse had to get up early. Ms. Scharfenberg stated that Mr. Mitrokostas did not contact the neighborhood to confer on this matter. As a resident she is not in favor of a test with amplification as it can vary too much with the change of volume. The present accommodation of the license has worked very well with no complaints since 2017.

Steve Jarvis a resident of Pequot Avenue stated the decision to allow amplified music was a mistake and the decision to take it away was the right thing to do. Mr. Jarvis in his opinion indicated it is not enough to say we are going to do the right thing and we will be good. Mr. Jarvis also made note of the traffic concerns in addition to the added noise in a sleepy town environment. Duncan Campbell of 4 Mohican Avenue stated the two loudest bands played indoors over Memorial Day weekend. Why would Finally Dino's need to have amplified music outside if he can have amplified music inside? It was also noted a few years ago illegal tables and chairs were arranged outside of the permitted area, people double parked, and the volume of customers was very large.

Mr. Mitrokostas responded by stating he does not disagree. Mistakes have been learned and the manner of his business has changed. Big bands do not work outside. During the summer months people want to be outdoors. Mr. Mitrokostas in closing indicated he is proposing to be a good neighbor and to change the format of the entertainment venue absent of large bands.

Motion made by Selectman Gottlieb to close the Public Hearing.

Motion seconded by Mr. Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

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

**Selectman Gottlieb, yes
Opposed, none**

Board of Selectmen
Minutes
June 7, 2021

Public Hearing: Request for Modification of Entertainment License of Barnstable Pizza and Pasta Co., Inc. dba Finally Dino's 401 Nathan Ellis Highway Mashpee to Allow Amplified Music on Outdoor Premises: Constantinos Mitrokostas: (continued)

Motion made by Selectman Gottlieb to deny the request of Barnstable Pizza and Pasta Co., Inc. d/b/a Finally Dino's to modify the Entertainment License.

Motion seconded by Selectman Weeden.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes

Selectman Weeden, yes

Selectman Gottlieb, yes

Selectman Cotton, yes

Selectman O'Hara, yes

Opposed, none

Several members of the Board of Selectmen recommended Mr. Mitrokostas gain input from the neighbors regarding a possible test run of the volume for sound control and to abide by the rules maintaining a certain level of sound. In general, there is an understanding of both the applicant and the residents. A special request would be considered for a test period with exact perimeters to include a not to exceed decibel with limited hours.

*If the neighborhood does not support this request, the Board of Selectmen agreed there would be no authority to test the sound.

Discussion and Approval of the following:

One-Day Liquor License: June 17, 2021, 5 – 8 pm at 31 Frank E. Hicks Drive Mashpee and Waiver of Fee; Waiver of Annual Building Inspection Fee: Lloyd Wilson Jr. - Boys and Girls Club of Cape Cod:

Ruth Provost, Executive Director of the Boys & Girls Club of Cape Cod, Inc. met with the Board of Selectmen to request support of the One Day Liquor License Application; beer and wine only for the annual meeting planned to be held on June 17, 2021 at the club located at 31 Frank Hicks Drive, Mashpee.

Ms. Provost also requested the Board waive the Boys & Girls Club Annual Building Inspection Fee of \$25. This will help to maintain low membership costs for the children of Mashpee and Cape Cod.

Motion made by Selectman Gottlieb to approve the One Day Liquor License Application of the Boys and Girls Club of Cape Cod, Inc. as referenced and waive the annual \$25 Building Inspection Fee as requested.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes

Selectman Weeden, yes

Selectman Gottlieb, yes

Selectman Cotton, yes

Selectman O'Hara, yes

Opposed, none

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Race Amity Day: June 13, 2021, 1 – 3 pm Mashpee Community Park: Teresa Donovan/Marie Stephenson:

In an effort to recognize the establishment of the second Sunday in June as Race Amity Day, a proposed event is planned at the Community Park on Sunday, June 13, 2021 from 1:00 p.m. to 3:00 p.m. The event is being presented by the Race Amity Day Committee, the Mashpee Inclusion & Diversity Committee and the Baha'is of Mashpee. Approximately 75 persons are anticipated to attend the free event which will include a guest speaker, entertainment and a family picnic.

Motion made by Selectman Weeden to support the Race Amity Day event on June 13, 2021 as planned.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes

Selectman Weeden, yes

Selectman Gottlieb, yes

Selectman Cotton, yes

Selectman O'Hara, yes

Opposed, none

Town Manager Rodney Collins: Review of Amendment No. 1 to Agreement for Operation of Mashpee Transfer Station: ("License to Use Additional Composting Area"): Gotta Do Contracting, LLC:

Town Manager Rodney C. Collins reviewed Amendment No. 1 to the Agreement for the Operation of the Mashpee Transfer Station referenced as the Town by and through its Board of Selectmen and Gotta Do Contracting, LLC dated October 1, 2019.

There has been concern regarding the level of noise emanating at the Transfer Station from the licensed contractor's composting area. Under the license approximately 5 acres is utilized for the composting of yard waste from commercial businesses which includes grinding activities and the sale of landscape materials.

The contractor has complied with several mitigation measures in an effort to control this issue. However, the neighborhood is disturbed by the noise, dust and debris from the commercial enterprise operating in an industrial scale in a relatively quiet residential area. The Board of Selectmen agreed the scale of the operation is functioning much larger than it was envisioned.

Motion made by Selectman Gottlieb to authorize the Town Manager to enter into discussions with Gotta Do Contracting, LLC to terminate the Composting facility at the Transfer Station.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes

Selectman Weeden, yes

Selectman Gottlieb, yes

Selectman Cotton, yes

Selectman O'Hara, yes

Opposed, none

Board of Selectmen
Minutes
June 7, 2021

DPW Director Catherine Laurent:

Discussion and Approval of Orders of Taking Easements: Route 151 Corridor Improvement Project:

Catherine Laurent, Director of Public Works outlined the Order of Taking for Easements related to the Route 151 Corridor Improvement Project for Phase I in a memorandum addressed to the Board of Selectmen and Town Manger dated June 3, 2021.

In Phase I, from Old Barnstable Road to the Rotary it is necessary to acquire temporary and permanent easements from (6) property owners on Route 151. The description of easements would affect Southport, the Mashpee Senior Housing, Turchin, the Orenda Wildlife Land Trust, Mashpee Commons and the Roman Catholic Bishop of Fall River.

The project is scheduled to go to bid in early July 2021. Work includes realignment/widening of the two intersections, traffic signal upgrades, the widening of the exiting multi-use path, the installation of a sidewalk, drainage work and road resurfacing.

The project will improve safety, congestion/traffic flow and bicycle/pedestrian accommodations.

Motion made by Selectman Gottlieb to approve the Orders of Taking Easements associated to Phase I of the Route 151 Corridor Improvement Project.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes

Selectman Weeden, yes

Selectman Gottlieb, yes

Selectman Cotton, yes

Selectman O'Hara, yes

Opposed, none

Discussion and Approval of Award and Extensions of Annual Department of Public Works Contracts:

Contracts for Annual Bids and Extension; first year two-year bids were outlined in the Director of Public Works memorandum of June 3, 2021 to the Board of Selectmen and Town Manager.

Motion made by Selectman Cotton to approve the first year of a two-year bid for the contracts as outlined including Alarm Services; year one of a three-year bid, and Operation of the Wastewater Treatment Facility at the Mashpee Middle/High School; year one of a three-year bid.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes

Selectman Weeden, yes

Selectman Gottlieb, yes

Selectman Cotton, yes

Selectman O'Hara, yes

Opposed, none

Board of Selectmen
Minutes
June 7, 2021

Discussion and Approval of End of Year Transfer Request:

The Board of Selectmen was requested to allow a transfer of \$32,000 from the FY21 DPW Salary Account to the FY21 Transfer Station Operating Account to cover anticipated expenses for the remainder of 2021. The shortfall is due to the increase in bulky waste and trash disposal, recycling and hazardous waste disposal. Funds are available in the DPW Salary Account to offset the shortfall.

Motion made by Selectman Gottlieb to approve the End of Year Transfer request of \$32,000 from the FY21 DPW Salary Account to the FY21 Transfer Station Operating Account.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes

Selectman Weeden, yes

Selectman Gottlieb, yes

Selectman Cotton, yes

Selectman O'Hara, yes

Opposed, none

COMMUNICATIONS & CORRESPONDENCE

Communication regarding Mashpee Commons: The Board of Selectmen was noted to be in receipt of many letters and emails regarding the proposed expansion of Mashpee Commons. The Board being aware of the concerns agreed to not move forward with articles for the October 2021 Town Meeting, and voted to defer the proposal to March 2022. This is a great opportunity for the Town of Mashpee. However, the project proposal is in its initial stages and the Board of Selectmen and Planning Board has just begun their course of review.

Eagle Scout Program: It was announced the Eagle Scouts program remains strong with (3) new Eagle Scouts bringing forth a total membership of 236 scouts.

Discussion and Approval of Resignation from the South Cape Beach Advisory Committee: Jeralyn Smith:

Correspondence was received from Jeralyn J. Smith dated May 21, 2021 resigning from the South Cape Beach State Park Advisory Committee effective May 23, 2021. Ms. Smith has served on this committee for 19 years.

Motion made by Selectman Gottlieb to accept the resignation of Jeralyn Smith from the South Cape Beach Advisory Committee with regret sending a letter of appreciation to Ms. Smith for her dedicated service to the Town of Mashpee.

Motion seconded by Selectman Weeden.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes

Selectman Weeden, yes

Selectman Gottlieb, yes

Selectman Cotton, yes

Selectman O'Hara, yes

Opposed, none

Board of Selectmen
Minutes
June 7, 2021

Discussion and Approval of Boards, Committees and Commissions Annual Reappointments:

The Board of Selectmen reviewed the Annual Reappointment List of Boards, Committees, and Commissions. It was recommended the new Town Engineer be appointed to the Cape Cod Water Collaborative for a term to expire; June 30, 2022.

Motion made by Selectman Gottlieb to approve the Annual Reappointment List as amended accepting any declines for reappointment.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Discussion of 2021-2022 Board of Selectmen Liaison Assignments:

It was agreed the Board of Selectmen Liaison Assignment List would be reviewed at the next meeting.

Discussion and Approval of the Sixth Amendment to the Memorandum of Understanding between The Mashpee Wampanoag Tribe and the Town of Mashpee for the Provision of Fire Protection and Emergency Medical Services and Law Enforcement Mutual Aid Assistance:

To prevent a lapse in service, the Board of Selectmen agreed to extend the MOU between the Town and the Tribe for Fire Protection, Emergency Medical Services and Law Enforcement Mutual Aid assistance. It was noted the Chief of Police and Tribal Police Chief are working on language to be brought forth at a later date.

Motion made by Selectman Cotton to extend the Memorandum of Understanding between the Mashpee Wampanoag Tribe and the Town of Mashpee for the provision of Fire Protection, Emergency Medical Services and Law Enforcement Mutual Aid assistance.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 4-0-1.

Roll Call Vote:

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

TOWN MANAGER UPDATES

Update on John's Pond: In concern to the abundance of milfoil, an invasive aquatic plant aggravated by propellers from power boats this matter is being reviewed by the Conservation Department and Department of Natural Resources. To alleviate the increased growth, new regulations will most likely require the cleaning of propellers prior to entering other ponds.

Triple M in preparation for retail marijuana sales will be holding a soft opening on June 14 and June 15, 2021 before its grand opening on June 16, 2021 at the Echo Road facility. Board of Selectmen members are invited to attend the opening.

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June 7, 2021

ADJOURNMENT

Motion made by Selectman O'Hara to adjourn at 8:36 p.m.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes

Selectman Weeden, yes

Selectman Gottlieb, yes

Selectman Cotton, yes

Selectman O'Hara, yes

Opposed, none

Respectfully submitted,

Kathleen M. Soares

Secretary to the Board of Selectmen

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

Pursuant to Chapter 138 of Massachusetts General Laws, the Board of Selectmen, acting as the Local Licensing Authority for the Town of Mashpee, will conduct a public hearing on the Liquor License Amendment Application of Better Food, LLC dba Siena, 17 Steeple Street, Mashpee MA 02649, Graham Silliman, Manager for an Alteration of Premises.

Said hearing will be held on Monday, June 28, 2021 at 6:40 p.m., in the Waquoit Meeting Room of Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA 02649.

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

Per order of
Mashpee Board of Selectmen

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



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

Pursuant to Chapter 138 of Massachusetts General Laws, the Board of Selectmen, acting as the Local Licensing Authority for the Town of Mashpee, will conduct a public hearing on the Liquor License Amendment Application of Better Food, LLC dba Siena, 17 Steeple Street, Mashpee, MA 02649, Graham Silliman, Manager for an Alteration of Premises. Said hearing will be held on Monday, June 28, 2021 at 6:40 p.m., in the Waquoit Meeting Room of Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA 02649.

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

Per order of
Mashpee Board of Selectmen

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

June 18, 2021



TOWN OF MASHPEE


OFFICE OF SELECTMEN

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

MEMORANDUM

Date: June 23, 2021

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

From: Stephanie A. Coleman, Administrative Secretary 

Re: Liquor License Amendment Application – Better Food, LLC dba Siena

Description

Discussion and approval of the License Amendment Application of Better Food, LLC dba Siena, 17 Steeple Street Mashpee MA, Graham Silliman Manager, for an Alteration of Premises.

Background

Attached for your review is the Liquor License Amendment Application of Better Food, LLC dba Siena for a permanent alteration to the outdoor patio. The licensed premises is described as 5,338 total square feet, dining room seating 180, bar seating 22, outside patio seating 73. The existing outdoor seating is expanded into the walk way, with tables placed six feet apart per the approved COVID-19 temporary expansion.

The proposed changes will include extending the patio seating from Siena's front door towards Steeple Street. There will be a 10' x 18' bar with seating for fifteen (15) diners, and a wait station. Four (4) propane heaters will be replaced with seven (7) natural gas heaters and one fire pit supplied from underground lines. The total square footage is 2,420 with a seating capacity of 124.



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

2021 JUN 22 AM 8:52

AMENDMENT-Change or Alteration of Premises Information

☐ **Change of Location**

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

☒ **Alteration of Premises**

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

1. BUSINESS ENTITY INFORMATION

Entity Name

Municipality

ABCC License Number

Better Food LLC dba Siena

mashpee

06700015

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

Removal of some outdoor patio space and addition of other space. Addition of a modular container bar and wait station with 15 seats and a counter for dining and waitstaff service, to improve service and reduce congestion at the only public entrance to the restaurant building

APPLICATION CONTACT

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

Name	Title	Email	Phone
Graham Silliman	managing member		

2. ALTERATION OF PREMISES

2A. DESCRIPTION OF ALTERATIONS

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

Removal of space to the north of the patio that is in the pedestrian walkway. Addition of space to the east of the patio to the Steeple Street sidewalk. Additional tables and chairs, and a temporary modular container with a bar and wait station with 15 seats

2B. PROPOSED DESCRIPTION OF PREMISES

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

Outdoor patio will now extend straight out from Siena's front door towards Steeple Street. At the farthest point from the restaurant door there will be a 10x18 container with a staffed bar with seating for 15 diners, and a wait station. 4 Propane heaters will be replaced with 7 natural gas heaters and 1 fire pit supplied from underground lines

Total Sq. Footage	2420	Seating Capacity	124	Occupancy Number	220 total
Number of Entrances	3	Number of Exits	3	Number of Floors	1

AMENDMENT-Change or Alteration of Premises Information

3. CHANGE OF LOCATION

3A. PREMISES LOCATION

Last-Approved Street Address

Proposed Street Address

3B. DESCRIPTION OF PREMISES

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

Total Sq. Footage

Seating Capacity

Occupancy Number

Number of Entrances

Number of Exits

Number of Floors

3C. OCCUPANCY OF PREMISES

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

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

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

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

☐ Yes ☐ No

4. FINANCIAL DISCLOSURE

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

Associated Cost(s):

\$120,000

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
internal funds from operations	\$120,000
Total	\$120,000

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
none			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

APPLICANT'S STATEMENT

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

of Better Food LLC d/b/a Siena
Name of the Entity/Corporation

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

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

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

Signature:

Graham Silliman

Date: 6/7/2021

Title:

Managing Member

ADDITIONAL INFORMATION

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

The seating plan provided is the maximum seating of the patio. This is an outdoor patio on Cape Cod, and is subject to seasonal variations in temperature, length of day, customer traffic, and staffing availability. In the normal course of operations tables and chairs may be removed and stored, the container may be closed, and the patio may be reduced in size, still within the overall space specified. These circumstances will especially apply at the beginning and end of the patio season.

CORPORATE VOTE

The Board of Directors or LLC Managers of

Better Food LLC

Entity Name

duly voted to apply to the Licensing Authority of

Mashpee

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

May 4, 2021

Date of Meeting

For the following transactions (Check all that apply):

☒ Alteration of Licensed Premises

☐ Change of Location

☐ Other

"VOTED: To authorize

Graham Silliman

Name of Person

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

A true copy attest,



Corporate Officer /LLC Manager Signature

GRAHAM SILLIMAN

(Print Name)

For Corporations ONLY

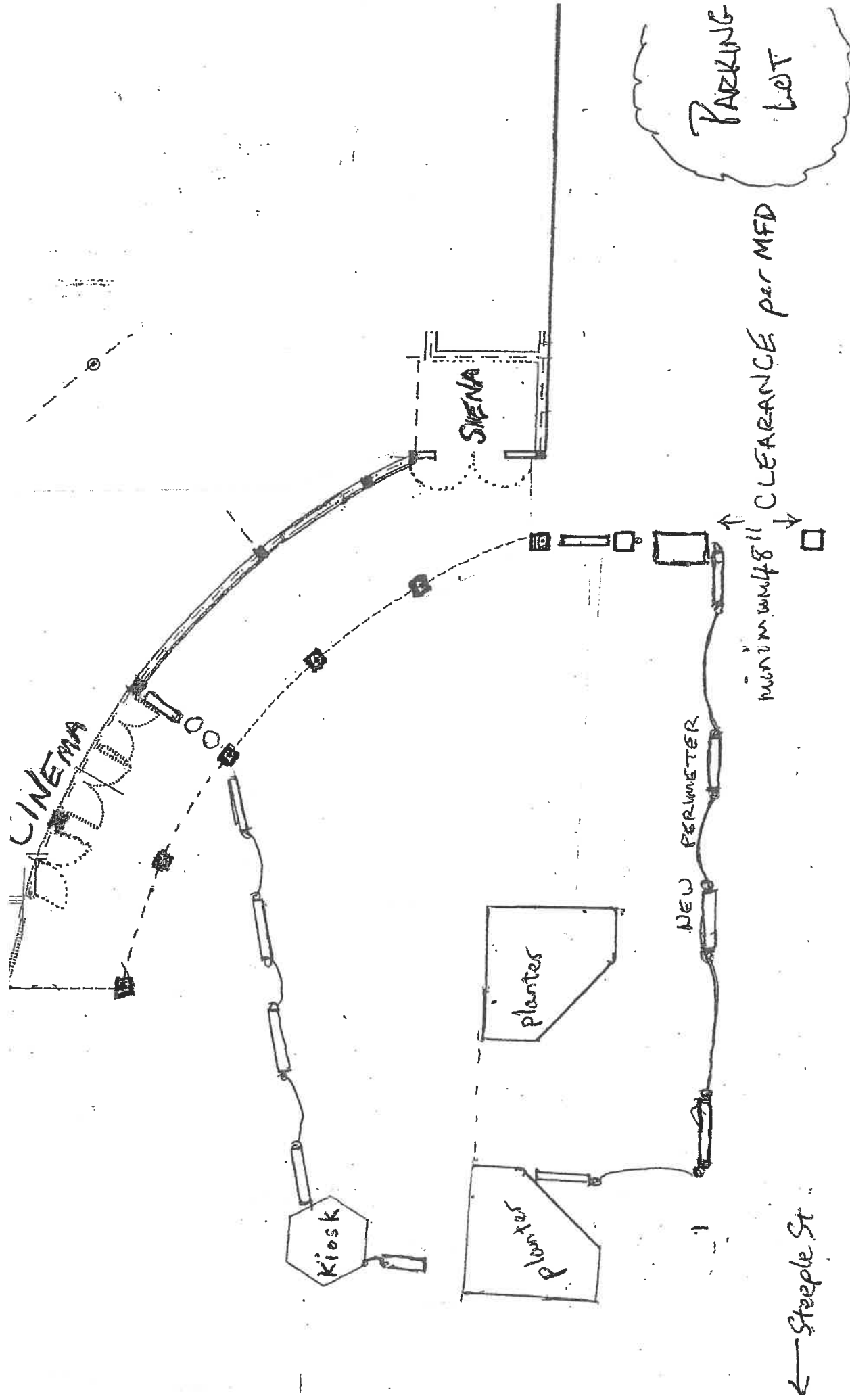
A true copy attest,



Corporation Clerk's Signature

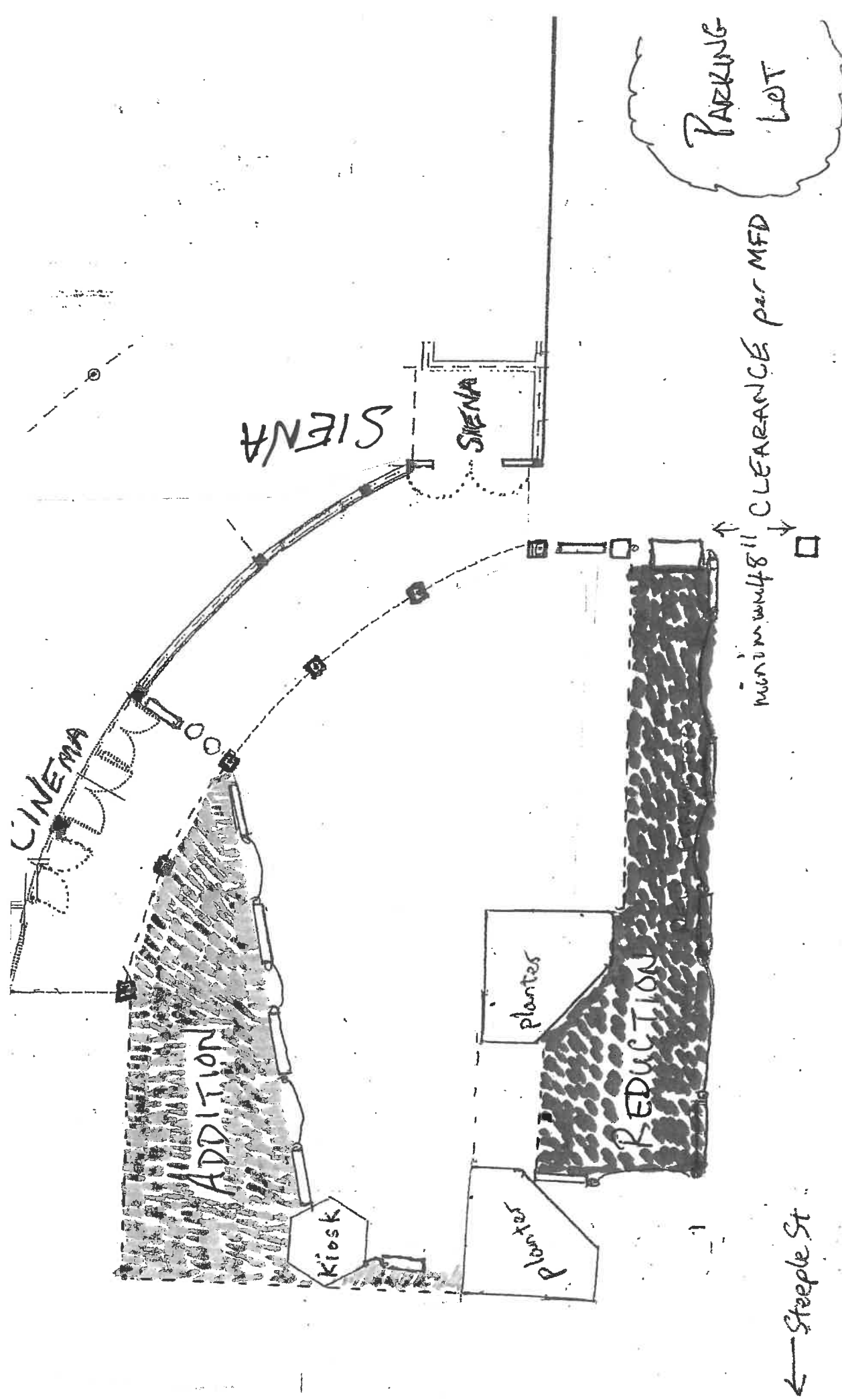
GRAHAM SILLIMAN

(Print Name)





← Steeple St.

SIENA PATIO 2020



← Steeple St

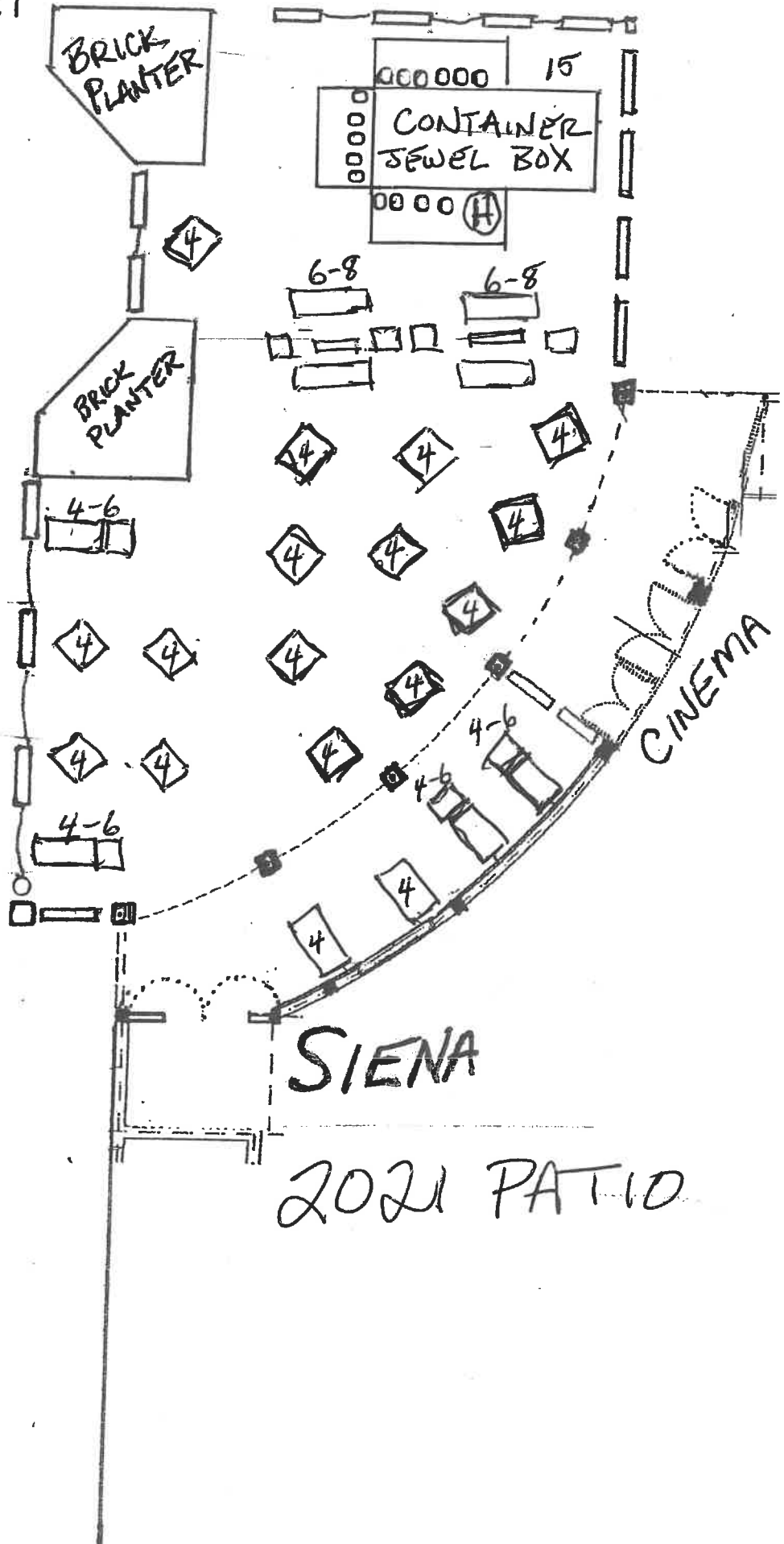
PATIO TRANSITION
2020 → 2021

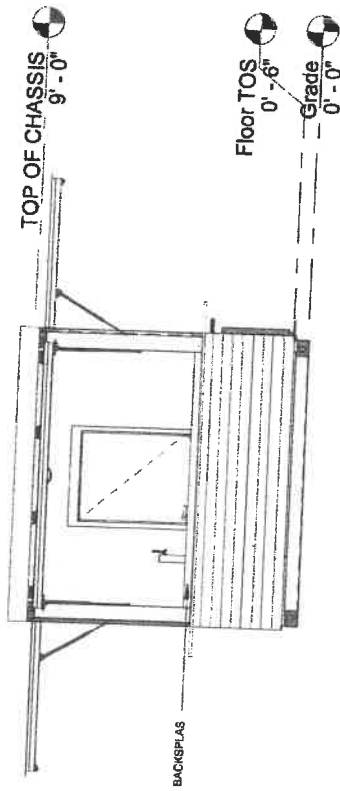
-  Addition of patio space 2021
-  Reduction of patio space 2021

↑ ↑
STEEPLE
STREET

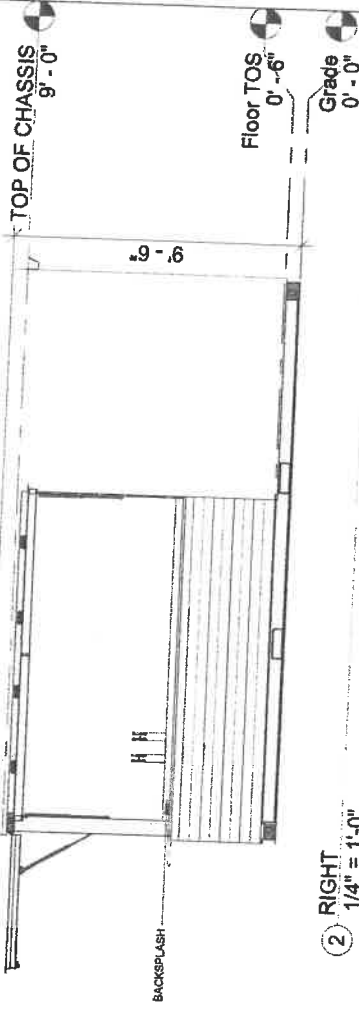
PATIO SEATING

29" TABLE	92
20" TABLE	16
CONTAINER BAR COUNTER	16
MAX. Total	<u>124</u>

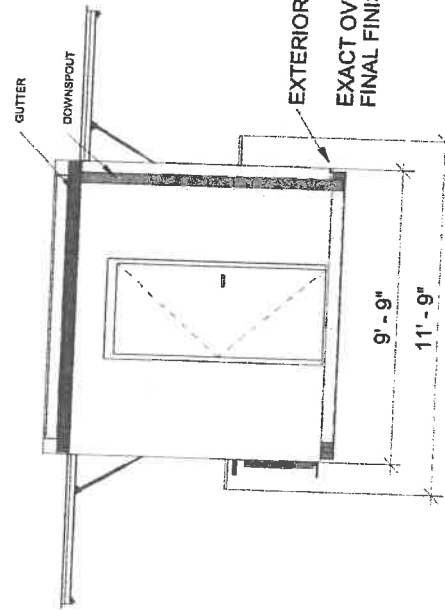




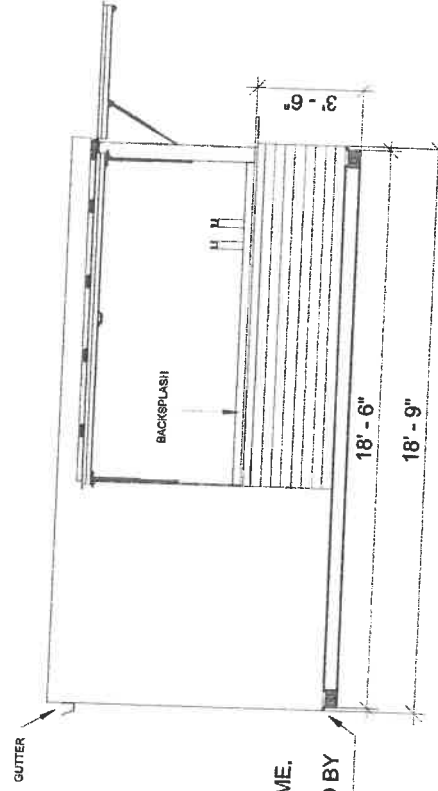
① FRONT
1/4" = 1'-0"



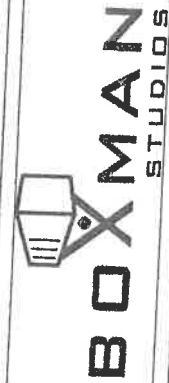
② RIGHT
1/4" = 1'-0"



③ REAR
1/4" = 1'-0"



④ LEFT
1/4" = 1'-0"



SIENA BAR

Serial # 1110

ELEVATIONS

Project name	04.08.2021	02
Date	NPC	
Drawn by		

Scale 1/4" = 1'-0"

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email and via text message.



Transaction Processed Successfully.

INVOICE # 608377d0-2c1b-4071-Ed9c-3ad0732ff3d0

Transaction	06700015 Better Food LLC	Amount
FILING FEES-RETAIL	06700015 Better Food LLC	\$200.00
		\$200.00

Total Convenience Fee: \$0.35

Date Paid: 6/7/2021 8:20:09 PM EDT

Total Amount Paid: \$200.35

Payment On Behalf Of

License Number or Business Name:
06700015 Better Food LLC

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Better Food LLC

Last Name:
Siena Restaurant

Address:

City:
Mashpee

State:
MA

Zip Code:
02649

Email Address:

WAIVER OF NOTICE OF
SPECIAL MEETING OF MEMBERS

OF

BETTER FOOD, LLC.

(A Massachusetts Limited Liability Company)

The undersigned, being the Managing Member of the above-named Company, states that all Members hereby waive notice of the time and place at, and of the purpose for, which any of the Members has been, or shall be called or held on this date.


Graham Silliman

Dated:

5/3/21

BETTER FOOD, LLC.

MINUTES OF SPECIAL MEETING OF THE MEMBERS

A Special Meeting of the Members of this Company was held at the Company's registered office on May 4, 2021.

Members present: All

Graham Silliman acted as chairman pro tempore of the meeting and as secretary and recorded the minutes. The Chairman confirmed that a quorum of Members was present.


The Chairman directed that the Waiver of Notice of this meeting be attached to the minutes and made a part thereof by reference as Exhibit A.

The following matters were discussed and acted upon at this meeting:

Operation of Mashpee Location The Members discussed the seasonal patio at Siena. Given the concern that the established operation of the patio be properly reflected in the restaurant's license documents, upon motion duly made, seconded, and unanimously carried, it was

RESOLVED: The Managing Member of the Company is authorized to petition for Change of License due to Alteration of Premises, following the ABCC standard application form, to be submitted to the Town of Mashpee and to the ABCC..

There being no further business, upon motion duly made and seconded, the meeting was adjourned.



Graham Silliman

AMENDMENT NO. 3 TO INDENTURE OF LEASE

THIS AGREEMENT, made as of the 10th day of July 2019, by and between Mashpee Commons II, LLC, having an office at Mashpee Commons, P.O. Box 1530, Mashpee, Massachusetts 02649 (hereinafter referred to as the "Landlord"), and BETTER FOOD LLC d/b/a Siena, having a mailing address 141 School Street, Cotuit, MA 02635 (hereinafter referred to as the "Tenant").

WITNESSETH

WHEREAS, Landlord and Tenant have entered into a rental agreement dated as of August 2 2002, (the "Agreement"), amended on February 13, 2013 (Amendment No. 1) and amended on January 24, 2018 (Amendment No. 2) relating to certain premises in the commercial development commonly referred to as Mashpee Commons, on a tract of land located primarily in the Town of Mashpee, County of Barnstable, Commonwealth of Massachusetts more particularly shown on Exhibit "A" annexed to the Agreement; and

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

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

1. The amendment Term's expiration date is hereby amended from 12/31/22 to 12/31/ 2024

IN WITNESS WHEREOF this Agreement has been duly executed and delivered as of the 10 day of July, 2019.

LANDLORD:

TENANT:

MASHPEE COMMONS II, LLC

By: Mashpee Commons Limited Partnership,
Its sole member

By: NMS Associates, Inc., its General
Partner

By: ARND B. CHASE JR.
Name: ARND B. CHASE JR.
Its: PRESIDENT

By: [Signature]
BETTER FOOD LLC d/b/a Siena

-----Original Message-----

From: cmsmailer@civicplus.com [mailto:cmsmailer@civicplus.com]

Sent: Friday, May 28, 2021 12:17 PM

To: Terrie Cook

Subject: [Town of Mashpee MA] Nip Ban - Retail Community Plan (Sent by Dena Rymsha,

JUNE 28, 2021 *Selectman Agenda*

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

Hello tcook,

Dena Rymsha has sent you a message via your contact form (<https://www.mashpeeema.gov/user/1933/contact>) at Town of Mashpee MA.

If you don't want to receive such e-mails, you can change your settings at <https://www.mashpeeema.gov/user/1933/edit>.

Message:

Dear Mashpee Board of Selectmen,

I hope this note finds you well. I'm writing to you today on behalf of the Mashpee wine and spirits retail community with regards to the ban on alcohol nips that is scheduled to go into effect on July 1.

At the meeting where you voted to pass the ban, you left the door open to repealing the ban if a nip deposit were passed at the state level, or if liquor store owners could present a viable alternative. Attached you will find a plan that we hope demonstrates our commitment to addressing the issue of litter head-on while allowing us to keep nips on our shelves, which are an important source of revenue.

We want you to know that we have heard and share many of your concerns about the litter problem in Mashpee. We do not think that banning nips at a time when small businesses are just beginning to see a return to normalcy is the right solution. As such, we ask that you please read and consider the attached memo and join us in implementing comprehensive, lasting solutions for the litter issue in our community.

Please feel free to reach out to me with any questions. Thank you in advance for your consideration.

Best regards,

Dena Rymsha
Co-Owner, Liberty Liquors
Mashpee, MA

TO: **The Mashpee Board of Selectmen**

FROM: **The Retail Community of Mashpee**

RE: **The July 1, 2021 Ban on the Sale of Alcohol Nips**

DATE: **May 28, 2021**

This plan was compiled by the Mashpee wine and spirits retail community in an effort to convey our dedication to making Mashpee a cleaner, greener place and ensuring that our community remains one that people want to live in and visit for years to come.

During the November 2020 Board of Selectmen meeting where you voted to approve the ban on the sale of alcohol nips (50 or 100 milliliter (ml) containers), you agreed that you would reconsider the ban if a nip deposit were passed at the state level or if liquor store owners can present a viable alternative. Currently, there are multiple bills pending at the state level that would add nips to the bottle deposit program in Massachusetts. The chance of any of those bills passing before the July 1, 2021 implementation date of the ban is virtually impossible.

Therefore, it is our hope that this plan serves as an indication of our commitment and dedication to finding a viable solution for Mashpee's litter issues in the interim. As such, we ask that you commit to cooperating with us to make our community a better place and repeal the ban in advance of the July 1 implementation date.

Background

The retail community recognizes and shares your concerns around the issues of littering and drunk driving in Mashpee. However, we believe that these complicated issues require a solution that is more comprehensive than a ban on nips, which will not solve these issues and could have serious negative knock-on effects. Meaningful improvement on these issues will only come about through cooperation between local businesses, town government, and law enforcement, supported by a statewide solution for waste management.

Economic Impact

For a full year, the small business community has been fighting to make it through this unprecedented public health crisis. To have to remove one of the most popular products from

our shelves right at the moment that our community is beginning to open up again is both arbitrary and unfair. The litter that clutters our streets is not only comprised of nips, and yet nips are the only product being banned.

These small bottles can make up as much as 30% of sales depending on the store. Banning them would cost the business community hundreds of thousands of dollars in sales that we will have no way to make back, at a time where our community's economic recovery is still very fragile. We think it's worth noting that in discussing a potential ban, the city of Attleboro agreed that it would be reasonable to implement a ban on nips on January 1, 2023 at the very earliest because of the impact on retailers and the precarious timing coming out of the pandemic.

Additionally, we are concerned that this ban will not have its intended effect of preventing people from buying nips, but will instead encourage them to either buy larger sizes or to take their business to neighboring communities that do not have nip bans. If we lose an important source of revenue and our customers begin defecting to stores in other towns, retailers could face having to cut back hours for staff, and even layoffs.

Better Enforcement

The behaviors the Board of Selectmen are trying to mitigate by banning nips, namely littering and driving under the influence, are already illegal. It seems clear to us that any meaningful reduction of these illicit behaviors will not come from banning a single product.

Regarding the Board of Selectmen's concerns about drunk driving, we agree that drunk driving is a problem in our community and in communities around the country. We do not believe that banning the sale of nips, which allow for portion control and convenient moderation, will improve the problem. Removing nips from our shelves will not encourage people to drink less, but it will compel them to buy larger sizes that make it more challenging to determine a safe and appropriate quantity for consumption.

Furthermore, as retailers it has always been our policy to never sell alcohol to someone clearly under the influence. That is how we train our staff, and it is a responsibility that we take very seriously as members of the Mashpee community.

Unfortunately, we cannot control what our customers decide to do once they leave our stores. This is true of both the littering issue and drinking and driving. What we can do, and what we

commit to continue doing, is educating our customers both on the importance and the legality of drinking in moderation and never while driving, and of properly disposing waste.

Community Opposition

We also would like to acknowledge the 500+ signers of a fall petition in Mashpee that expressed opposition to a ban on nips. This was not an issue that the citizens of Mashpee were ever given the chance to weigh in on, despite hundreds of them putting their names down as standing against the ban. While we believe that the ban should be fully and completely repealed, we feel that this issue must at the very least be put to a town vote.

We would also like to make clear that we have been in contact with the Mashpee Chamber of Commerce, and had in fact spoken to them in advance of the November meeting where the nip ban was passed, despite the insinuation that the retail community had not proactively addressed this issue. Because of the diverse membership of the Mashpee Chamber of Commerce, they do not feel like they can take a definitive stance on the issue of the nip ban, but would maintain a neutral stance.

Our Littering Improvement Plan Overview

Our plan for making Mashpee a cleaner and safer place to live, work, and visit comprises three major elements:

- **Regular Cleanups and Community Fund**
- **Customer Education**
- **Support for a Statewide Solution**

While we do think that the most effective solutions to truly clean up our streets without doing damage to our local economies must come from our state lawmakers, we're doing our part in the meantime to ensure we're creating meaningful solutions for Mashpee.

Regular Cleanups and Community Fund

The retail community is committed to sponsoring and carrying out quarterly community cleanup days. We have already successfully held one of these cleanups on April 3 and have another scheduled for June 5. During these cleanups volunteers pick up all trash—not just nip bottles—which includes a mix of items from cigarette butts to fast food wrappers.

Our successful April 3 cleanup turned out more than 90 community members, who collected more than 60 bags of litter across several pick-up routes in the town, including along Mercantile Way and Industrial Drive.



Volunteers from our April 3 cleanup in Mashpee

We are also interested in the idea of collecting a community fund--through retailer donations, a nip surcharge, or a combination of both--that will be used to sponsor additional cleanups, to place new trash and recycling bins in convenient places around the community, and to educate consumers. Any collected fund could also potentially be put towards developing solutions that would allow for better enforcement of existing laws, such as increased policing or surveillance cameras to capture littering in the most problematic areas.

Customer Education

The retail community is committed to educating our customers and the broader town about 1) the importance of proper waste disposal and not littering and 2) the dangers of driving under the influence and the importance of responsible consumption.

Every liquor store in town now has anti-litter education materials prominently displayed in our windows, at the register, and stickers to put on bags and on the inserts that separate bottles.

Earlier this year we launched a “Bin for the Win” campaign, which reminds consumers that Mashpee recycles the bottles they’re purchasing. Beyond recycling, we want to remind our customers that *all* litter is a problem and should be disposed of properly. We have also included a warning that when individuals litter, they could be actively harming the small businesses they visit by increasing the likelihood that their favorite items will be banned by the town.

Below is a “Bin for the Win” sticker that is being used by retailers to encourage proper waste disposal.



Support for a Statewide Solution

There are currently multiple bills being considered by the Massachusetts State Legislature that would provide a comprehensive solution for the issue of nip littering. Bills like [H.3289](#) and [S.2159](#) would add nips to the state’s bottle deposit program, giving a monetary incentive for consumers to recycle the bottles instead of littering them or throwing them in the trash. Despite being an additional responsibility for retailers, we believe that adding a deposit to nips is the best long-term solution for solving the littering issue in our community and across the state. A nip bottle deposit is also supported by the Massachusetts Package Stores Association and many alcohol suppliers.

We also believe that adding a deposit to nips will have a broader positive impact on our community beyond decreasing the amount of nips that are littered. In fact, a [recent study](#) from

Keep America Beautiful demonstrated that states that include nips in their bottle deposit programs have substantially lower levels of litter overall (not *just* fewer nips).

There is a strong chance that a state-level solution for nip littering will come this year, but there is virtually no chance that this legislation will be passed before the ban goes into effect. In the meantime, we are fully committed to doing everything we can as a retail community and as dedicated residents of Mashpee to clean up our streets and encourage residents to follow the law.

Conclusion

It bears repeating that the liquor retailers of Mashpee agree with you that littering and driving under the influence are serious problems in our community and want to cooperate with you to find lasting, comprehensive solutions that do not involve one-off product bans. We think that the answer lies in community cooperation and statewide solutions that will support lasting reform. We are happy to answer any questions you may have about this plan, and ask that you please add an agenda item to either the June 7 or June 28 meeting agenda that will allow for the potential repeal or delay of implementation of the July 1 ban.

Thank you in advance for your consideration.



Town of Mashpee

Department of Public Works

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

MEMORANDUM

June 22, 2021

TO: Board of Selectmen
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

The Town solicited a 3-year bid in February 2019. The RFB was advertised in the Cape Cod Times, the Central Register, and COMM Buys. Only one bid from the current vendor was received in response.

Recommendation

I recommend that a contract be awarded to **Gotta Do Contracting LLC** of Jordan, NY for FY22 as follows:

Operation	\$446,275.00
Hauling of Recyclables to:	
Westport	\$308.00 single/\$615.00 double
Mansfield	\$335.00 single/\$665.00 double
Bourne	\$240.00 single/\$435.00 double
Dennis	\$240.00 single/\$435.00 double
Yard Waste (if extended for 3rd year)	
7/1/21 – 12/31/21	\$4,750.00
1/1/22 – 6/30/22	\$5,000.00

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. Only one bid has been received in each of the last three years in response to the RFBs issued.



TOWN OF MASHPEE


OFFICE OF SELECTMEN

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

MEMORANDUM

Date: June 24, 2021

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

From: Stephanie A. Coleman, Administrative Secretary 

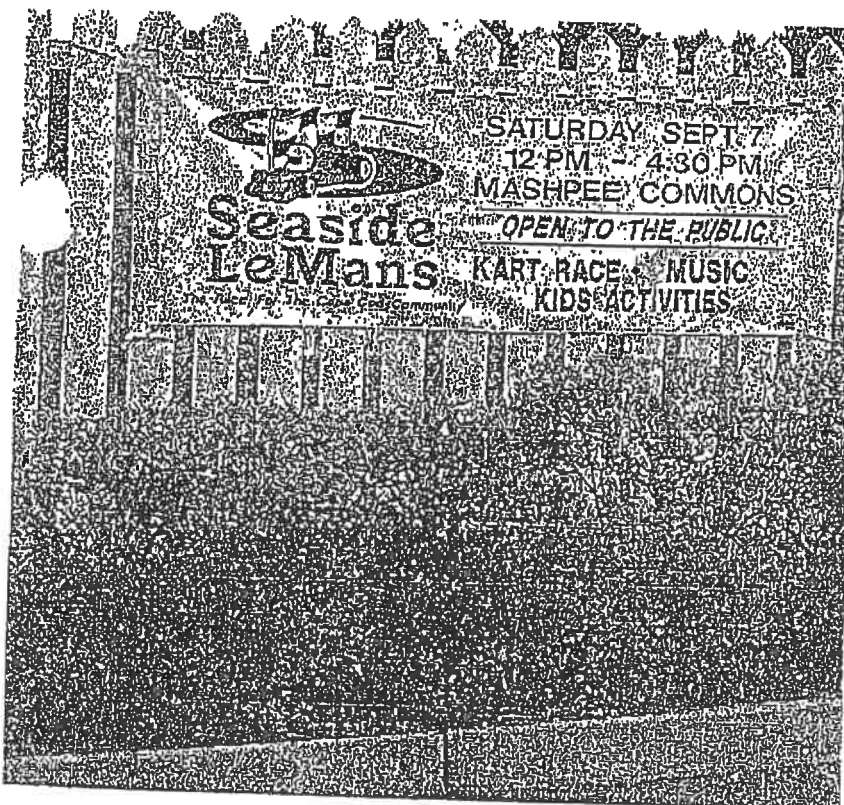
Re: Temporary Sign Permit – Seaside Le Mans

Description

Discussion and approval of the Temporary Sign Permit Application for the 21st Annual Race for the Cape Cod Community hosted by Seaside Le Mans.

Background

The applicant is requesting to place seven (7) banners, measuring at 20 square feet, at the entrances of the Mashpee Commons for the Annual Seaside Le Mans Race. The signs will be up beginning Saturday, September 4th through Saturday, September 11th, 2021.



7/2/2020



TOWN OF MASHPEE

OFFICE OF SELECTMEN

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

MEMORANDUM

Date: June 24, 2021

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

From: Stephanie A. Coleman, Administrative Secretary

Re: Appointment to the Sewer Commission- Alfred R. Towle

Description

Discussion and approval of the appointment of Alfred R. Towle to the Sewer Commission as a Member At-Large, term to expire June 30, 2023.

Background

On Thursday, June 17, 2021 the Sewer Commission voted to recommend appointing Alfred Towle as a Member-at-Large.

Recommendation

For your reference attached is correspondence from the Commission approving the recommendation and Mr. Towle's letter of interest.

Mashpee, MA 02649

2021 JUN 11 AM 12:05

June 11, 2021

Ms. Terrie M. Cook
Mashpee Town Hall
16 Great Neck Road North
Mashpee, MA 02649

Dear Ms. Cook;

Thank you for the time you spent with me yesterday to explain the Sewer Commission to me. I would like to apply for the position of Member at Large. I submit the following qualifications:

Education

BSME Mechanical Engineer University of Connecticut
MBA Management Bryant University
PhD Higher Education Administration (ABD) New York University

Professional Experience

Director of Facilities, Associate Director of Facilities at Suffolk County Community College, Brown University, and Brandeis University
Corporate Facilities Manager, Strategic Planner Raytheon Company
Dean of Graduate School Massachusetts Maritime Academy

Now that I am retired I would like to do something to give back to my community. With my past experience in major construction, energy management, and sewage treatment this position sounds like an exciting challenge.

Sincerely,



Alfred R. Towle

Terrie Cook

Attachments:

Alfred Towle Sewer Commissioner Letter of Interest.pdf

From: THOMAS FUDALA

Sent: Monday, June 21, 2021 4:12 PM

To: Rodney C. Collins; Wayne E. Taylor; Terrie Cook; Carol A. Sherman

Subject: Appointment to the Sewer Commission: Towle

WARNING! EXTERNAL EMAIL: : This message originated outside the Town of Mashpee mail system and could be **harmful**. PLEASE DO NOT CLICK ON LINKS OR ATTACHMENTS unless you are absolutely certain the content is safe.

At its meeting on Thursday, June 17, 2021 the Sewer Commissioners voted 6-0 to strongly endorse the request of Alfred Towle (see attached letter) to be appointed as an at-large member of the Commission. Mr. Towle has an excellent resume of education and experience applicable to the Commission's work.

We therefore request that Mr. Towle's appointment be placed on the Selectmen's June 28 agenda and that Mr. Towle's request be approved for a term to expire on June 30, 2023.

As appointment of Mr. Towle will bring the Commission to its full 7 members for the first time in a number of years, and at a critical time in our sewer system development, your favorable action on these requests will be greatly appreciated.

Sincerely,

F. Thomas Fudala, Chair
Sewer Commission

MASHPEE BOARD OF SELECTMEN

2021 - 2022 LIAISON ASSIGNMENTS UPDATED JUNE 7, 2021 (*DRAFT*)

2021 - 2022 LIAISON ASSIGNMENTS UPDATED JUNE 7, 2021 (*DRAFT*)		
Carol A. Sherman csherman@mashpeema.gov	David W. Weeden dweeden@mashpeema.gov	Andrew R. Gottlieb agottlieb@mashpeema.gov
<p>Chamber of Commerce</p> <p>Economic Development (EDIC)</p> <p>Human Resources</p> <p>Public Works (DPW)</p> <p>Recreation</p> <p>Special Events Committee</p>	<p>Board of Assessors (BOA)</p> <p>Board of Health (BOH)</p> <p>Clerk/Treasurer/Accounting</p> <p>Council on Aging (COA)</p> <p>Finance Committee (Fin-Com)</p> <p>Human Services</p> <p>South Cape Beach Advisory</p>	<p>Capital Improvement Program (CIP)</p> <p>Community Preservation Act (CPC)</p> <p>Conservation</p> <p>Environmental Oversight (EOC)</p> <p>Mashpee-Wakeby Lake Management</p> <p>Native American Affairs</p> <p>Natural Resources (DNR)</p> <p>Planning</p> <p>Sewer</p> <p>Waterways</p> <p>Water District</p>
John J. Cotton jcotton@mashpeema.gov	Thomas F. O'Hara tohara@mashpeema.gov	
<p>Affirmative Action</p> <p>Americans w/Disabilities (ADA)</p> <p>Historical</p> <p>Information Technology (IT)</p> <p>Library</p> <p>Military Civilian Advisory Council (CAC)</p> <p>Native American Affairs</p> <p>School</p>	<p>Affordable Housing</p> <p>Building & Inspections</p> <p>Fire</p> <p>Police</p> <p>Planning & Construction Committee</p> <p>Zoning Board of Appeals (ZBA)</p>	

**Town of Mashpee
Board of Selectmen
Policy No: 031**

Guidelines for Board of Selectmen Liaisons

POLICY:

The Board of Selectmen shall maintain liaison assignments to the various Departments, Boards and Committees as deemed necessary by the Selectmen in accordance with the following guidelines:

1. Each year Selectmen liaison assignments shall be designated by the Chairman of the Selectmen following the Board's reorganization.
2. The goal of liaison assignments shall be to facilitate communication with the Board of Selectmen and liaisons shall not exert any independent supervisory authority over Town departments or Boards, which shall be the responsibility of the Town Manager. Any complaints or problems regarding the activities of a Town Department shall be addressed through the Town Manager.
3. Liaisons shall endeavor to meet with each assigned department for the purpose of sharing information at least one time per year.
4. It is recognized that liaison assignments shall not prevent any Selectmen from requesting information from any department.

Adopted by the Mashpee Board of Selectmen
November 13, 1995



Town of Mashpee

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

MEMORANDUM

June 10, 2021

To: Town Manager Rodney C. Collins and the Board of Selectmen
From: Mary K. Bradbury, Recreation Director
Re: Request for approval by the Board Selectmen for seasonal No Parking designation along the entry road to the State Boat Ramp (off Rte. 130)

I am requesting that the Board of Selectmen consider a seasonal, "No Parking" designation along both sides of the entry road to the State Boat Ramp.

The rationale for my request is three-fold.

1. People without beach stickers or passes are parking along the entry road and walking through the woods to the Attaquin Beach area, thereby avoiding the staffed gate entrance on Lake Ave. Our current policy does not allow non-resident walk-ins access to the beach.
2. People launching boats at the boat ramp often have additional people joining them who are driving a separate vehicle. They are parking along the road and then joining the people on the boat.
3. The additional cars parked along the entry road are incurring additional litter and trash, and potentially limiting emergency vehicle access to the boat ramp if they are not parked correctly.

Respectfully submitted,

A handwritten signature in blue ink that reads "Mary K. Bradbury".

Mary K. Bradbury
Recreation Director

ACCEPTANCE OF UNIT DEED

The Town of Mashpee, acting by and through its Board of Selectmen pursuant to the authority granted by G.L. c.40, §14, the vote under Article 6 of the May 3, 2021 Special Town Meeting, a certified copy of which is attached hereto, and every other authority appertaining, hereby accepts from RJB Management, LLC. the Unit Deed, dated June ____, 2021, attached hereto and recorded herewith.

WITNESS our hands and seal this ____ day of June 2021.

TOWN OF MASHPEE
BOARD OF SELECTMEN

Carol A. Sherman - Chair

David W. Weeden – Vice Chair

Andrew R. Gottlieb - Clerk

John J. Cotton

Thomas F. O'Hara

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this ____ day of June, 2021, before me, the undersigned notary public personally appeared _____ and proved to me through satisfactory evidence of identification, which were _____ to be the person whose name is signed on this Deed, and swore or affirmed to me that the contents of this document are truthful and accurate to the best of their knowledge and belief and acknowledged to me that they signed it voluntarily for its stated purpose as the Board of Selectmen for the Town of Mashpee.

Notary Public:
My Commission Expires:

**Town of Mashpee
Mashpee High School
500 Old Barnstable Road
Mashpee, MA 02649
Special Town Meeting
Monday, May 3, 2021**

**Town Meeting opened at 7:19 PM
Quorum 100
Voters Present 464**

Article 6

To see if the Town will vote to appropriate and transfer the sum of \$850,000 from the Capital Stabilization Fund to the Natural Resources Capital Account for the purchase and customization of facilities for the Department of Natural Resources and to authorize the Board of Selectmen and/or Town Manager, pursuant to and upon completion of the G.L. c. 30B real property procurement process, to acquire by purchase such real property interests as the Selectmen may deem suitable to address the needs of the Department of Natural Resources Department upon such terms and conditions as the Selectmen shall deem to be in the Town's interest, or take any other action relating thereto.

Submitted by the
Board of Selectmen

Explanation: the Capital Improvement Program Committee voted unanimously to recommend that the Town use Capital Stabilization Funds to purchase existing condominium units and customize those units to house the Department of Natural Resources and further to use Capital Stabilization Funds to be voted at the May Special Town Meeting for the funds to become available during Fiscal Year 2021.

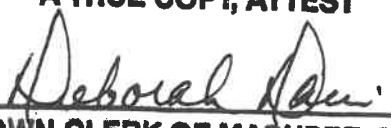
FISCAL YEAR 2022 CAPITAL IMPROVEMENT PROGRAM	
<i>PLANNING & CONSTRUCTION</i>	
DNR Facility	\$ 850,000

**The Board of Selectmen recommends approval of Article 6 by a vote of 5-0
The Finance Committee recommends approval of Article 6 by a vote of 7-0**

Motion made by Selectman Gottlieb

Motion: I move that the Town vote to appropriate and transfer the sum of \$850,000 from Capital Stabilization Fund to fund the Natural Resources capital expense account.

Motion passes unanimously at 7:26 PM

A TRUE COPY, ATTEST

TOWN CLERK OF MASHPEE, MA

THE 31 MERCANTILE WAY CONDOMINIUM

UNIT DEED

RJB Management, LLC, a Massachusetts Limited Liability Company having a mailing address of 41 Sparhawk Path, Marshfield, MA 02050

for SIX HUNDRED TWENTY-FIVE THOUSAND AND 00/100 (\$625,000.00) Dollars paid

grants to the Town of Mashpee, a municipal corporation and political subdivision of the Commonwealth of Massachusetts, acting by and through its Board of Selectmen, having an address of 16 Great Neck Road North, Mashpee, Massachusetts 02649 ("Grantee")

with QUITCLAIM COVENANTS

Units 6 and 7, 31 Mercantile Way, of THE 31 MERCANTILE WAY CONDOMINIUM, a Condominium situated in Mashpee, Barnstable County, Massachusetts, established by Master Deed dated June 23, 2020 and recorded with the Barnstable County Registry of Deeds in Book 33012, Page 253, together with an undivided percent of interest in the common areas and facilities, as shown and set forth in said Master Deed together with the right to use limited common areas, if any, reserved to said units, as set forth in said Master Deed and shown on Condominium Site Plan recorded at Plan Book 686, Page 62.

Said Condominium Units are conveyed subject to and with the benefit of (a) the Master Deed and Declaration of Trust of The 31 Mercantile Way Condominium which Declaration of Trust is recorded in Book 33012, Page 227 and (b) all other rights, restrictions, and easements of record.

The units conveyed are laid out as shown on plans filed with said Master Deed and to which is affixed a verified statement in the form provided in G.L. c. 183A, § 9. They are subject to and with the benefit of the obligations, restrictions, rights, and liabilities contained in G.L. c. 183A, as may be amended from time to time the Master Deed and the By-Laws filed therewith.

The Condominium and its units are intended for commercial purposes and other uses permitted by the applicable Zoning Ordinances and permits issued by the Town of Mashpee and as set forth in the Master Deed.

Said Units are conveyed together with:

(a) an easement for the exclusive use of certain common areas of the Condominium to the extent set forth in the Master Deed and referenced, if any, on said Plan;

(b) an easement for the continuance of all encroachments by the Unit on any other Unit or the common areas and facilities existing as a result of construction of the Buildings, or which may come into existence hereafter as a result of the reconstruction, repair, shifting, settlement or other movement of any portion of the improvements comprising the Condominium;

(c) the right to use the common areas and facilities in common with other Units and others entitled thereto in the Condominium, except for the common areas subject to the exclusive uses by other Unit Owners, if any, described in the Master Deed which are reserved for the use of the applicable Unit to which such rights of exclusive use appertain; and

(d) any other appurtenant rights of the Units provided in the Master Deed or the Declaration of Trust of The 31 Mercantile Way Declaration of Trust (the "Declaration of Trust"), dated June 23, 2020 and recorded in Book 33012, Page 227 the By-Laws set forth in Article V of the Declaration of Trust and the Rules and Regulations appended thereto.

The Units are conveyed subject to:

(a) easements in favor of all other Units and in favor of the common areas and facilities for the continuance of all encroachments of such other Units or common areas and facilities on the Unit existing as a result of construction of the Buildings, or which may come into existence hereafter as a result of the reconstruction, repair, shifting, settlement or other movement of any portion of the improvements comprising the Condominium;

(b) the provisions of the Master Deed, the Declaration of Trust, the By-Laws set forth in the Declaration of Trust and any rules and regulations promulgated thereunder, as the same may be amended from time to time by the recording of an instrument effectuating the same, which provisions, together with any amendments thereto, shall constitute covenants running with the Land and shall bind any person having at any time any interest or estate in the Unit, its family, servants, invitees or visitors, as though such provisions were recited and stipulated in their entirety herein;

(c) the rights of the Declarant (as defined in the Master Deed) to amend the Master Deed in accordance with the provisions thereof and any other rights and easements in favor of, and reserved by, the Declarant as otherwise provided in the Master Deed;

(d) easements, covenants, agreements and restrictions of record, as the same may now be in force and applicable;

(e) such taxes for the current fiscal year as are not now due and payable;

(f) Special Permit issued by the Town of Mashpee through its Zoning Board of Appeals dated August 5, 2019 and recorded in Book 32210, Page 191.

(g) Declaration of Protective Covenants, Restrictions, Easements and Reservations recorded in Book 22327, Page 13.

The Grantee, by accepting this Unit Deed hereby consents, for the Grantee, the Grantee's heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under Grantee, or any other party whatsoever, to Declarant's right to amend the Master Deed as set forth in, and subject to the provisions of, Section 11 thereof, including, without limitation, the granting or exercise of any right or easement in favor of, and reserved by, Declarant as described in the Master Deed.

This conveyance does not constitute all or substantially all of the LLC's Assets and is in the ordinary course of Grantor's business.

For Grantor's title, see Deed recorded in Book 33021, Page 164.

Said Units are conveyed and accepted by the Board of Selectmen as authorized by the vote under Article 6 of the Mashpee Special Town Meeting on May 3, 2021, a certified copy of which is recorded herewith.

No Deed Stamp tax is due or applicable to this Deed pursuant to M.G.L. 64D, §1.

Executed as a sealed instrument this ____ day of June, 2021.

RJB Management, LLC

By: Robert J. Bothwell, Manager

By: Susan Bothwell, Manager

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this ____ day of June, 2021, before me, the undersigned notary public personally appeared Robert J. Bothwell and Susan Bothwell and proved to me through satisfactory evidence of identification, which were _____ to be the person whose name is signed on this Deed, and swore or affirmed to me that the contents of this document are truthful and accurate to the best of their knowledge and belief and acknowledged to me that they signed it voluntarily for its stated purpose as Managers of RJB Management, LLC.

Notary Public:
My Commission Expires:

June 28, 2021

Commissioner Ronald Amidon, Department of Fish and Game
Commissioner Jim Montgomery, Department of Conservation and Recreation
Commissioner Martin Suuberg, Department of Environmental Protection

Dear Commissioners:

The Board of Selectmen is strongly opposed to the multi-purpose machine gun range proposed by the Massachusetts National Guard on the Upper Cape Water Supply Reserve and respectfully urge you, in your role as the members of the Environmental Management Commission, to deny this project.

The Guard's self-assessment of this project was woefully inadequate and failed to provide the necessary depth of analysis required of a project of this nature. It glossed over likely impacts of regional significance that would occur if this project were built. The proposed machine gun range, with its unprecedented amount of land clearing and proposed uses that will threaten public water supplies, endanger significant habitats and rare species, and adversely impact regional carbon sequestration efforts, is simply not compatible with the intended purposes of the Upper Cape Water Supply Reserve established by state law through Chapter 47 of the Acts of 2002.

Unfortunately, the Guard has completely ignored the overwhelming public opposition to this project. Rather than listening to and engaging with the community, the Guard is forcing the predetermined conclusions of their self-analysis on us. In doing so, they have failed to gain the public's trust as responsible stewards of the reserve.

The machine gun range is a project of convenience, not necessity. The environmental integrity of the Upper Cape Water Supply Reserve, and the obligation under state statute to protect water resources and habitat found there and to only allow light military training activities that are compatible with those purposes, should not be sacrificed as a matter of convenience.

We call on the Environmental Management Commission to deny this project.

Sincerely,

Carol A. Sherman, Chairman

David W. Weeden, Vice-Chairman

Andrew R. Gottlieb, Clerk

John J. Cotton, Selectman

Thomas F. O'Hara, Selectman

cc: Governor Charles Baker