

**AGENDA
BOARD OF SELECTMEN
MONDAY, AUGUST 23, 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.mashpee.ma.gov/channel-18>

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

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

MINUTES

Approval of the following: Monday, August 9, 2021 Regular Session

APPOINTMENTS & HEARINGS

- Public Comment
- Discussion and Possible Action with Regard to the October 18, 2021 Annual Town Meeting:
Town Moderator Jeremy Carter
- Discussion and Approval of the Class II Secondhand Dealers License Application of Rotondi Properties, LLC 446 Main Street: *Robert Rotondi*
- Discussion and Approval of the following Special Event and Temporary Sign Permit Applications:
 - Grandparents Day Run/Walk, Sunday, September 12, 2021 9 – 10 AM, Cape Cod Children's Museum: *Laura Francher*
 - Mace Family Reunion, Sunday, September 12, 2021 12 PM – 5 PM, Johns Pond Beach: *Martha Mace*
 - Annual Falmouth Rod and Gun Club Yard Sale Temporary Sign Permit: *Kenneth Bates*
- Discussion and Approval of the Following Appointments/Resignations:
 - Appointment of Council on Aging Members At-Large (Terms Expire June 30, 2023) *Colleen Meehan; Merrill Blum*
 - Resignation of Sewer Commission Member- Precinct 4 Rep (Term Expires June 30, 2022): *F. Thomas Fudala*
- Discussion and Approval of Appointment of Ashley Fisher as a Deputy Shellfish Constable
- Discussion and Approval of Acceptance of Gift on Behalf of the Mashpee Public Library:
Library Director Kathleen Mahoney
- Discussion with Regard to Santuit Pond Report: *Health Agent Glen Harrington*
- Discussion and Approval of Transfer of Robert Catania's Interest in CCE CAT, LLC to Tellus Mass Manufacturing, LLC with Regard to CCE CAT, LLC Host Community Agreement: *Ricardo Fontg-Tellus /Robert Catania-CCE CAT LLC*

COMMUNICATIONS & CORRESPONDENCE

OLD BUSINESS

NEW BUSINESS

- Discussion and Action on Draft #2 of the October 18, 2021 Annual Town Meeting Warrant

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

Discuss Strategy Regarding Pending Litigation (Multi District Opioid Litigation/ MALLINCKRODT PLC, et al. Bankruptcy Court proceedings) Pursuant to G.L. c. 30A, §21 (a) (3)

ADJOURNMENT

MASHPEE TOWN CLERK

AUG 19 2021

RECEIVED BY: 

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

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

MINUTES

Approval of the following: Monday, July 26, 2021 Regular Session

APPOINTMENTS & HEARINGS

- Public Comment
- Discussion and Approval of the following Special Event Applications:
 - National Night Out –Tuesday, August 17, 2021 5-7 pm Frank E. Hicks Drive: *Police Chief Scott Carline*
 - Annual Screech at the Beach – Saturday, October 23, 2021 10:30am -12:30 pm Shore Drive to South Cape Beach: Boys & Girls Club of Cape Cod: *Boys & Girls Club of Cape Cod President Jim Kiley*
- Discussion and Approval of Appointment of the Following:
 - Special Events Committee: Member at Large (Term Expires June 30, 2022): *Krysten Kelliher*
 - Mashpee Wakeby Lake Management Committee: Member at Large (Term Expires June 30, 2022): *Paul Bibo*
- Discussion and Approval of Dispatch Agreement with the Barnstable Sheriff's Department: *Fire Chief Thomas Rullo*
- Discussion and Certification of Betterment Assessment for Emma Oakley Mills Way
- 6:40 pm Public Hearing (Continued from July 26, 2021): Comcast Cable Television License Renewal Proposal
- Joint Base Cape Cod Commanders' Briefing

COMMUNICATIONS & CORRESPONDENCE

OLD BUSINESS

NEW BUSINESS

- Discussion and Action on Draft #1 of the October 18, 2021 Annual Town Meeting Warrant
- Discussion and Approval of Adding the Following Article(s):
 - Amending Zoning Bylaw 174-48.1 Subsection B (Plan Review Committee)
 - Adoption of an Administrative Code Relative to the Creation of a Sewer Department
- Discussion and Approval of Town Manager's 2021-22 Goals
- Discussion with the Town Manager and Approval of COVID 19 Requirements and Protocols

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

Board of Selectmen
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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, July 26, 2021 Regular Session:

Motion made by Selectman Gottlieb to approve the Regular Session minutes of Monday, July 26, 2021 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

APPOINTMENTS & HEARINGS

Public Comment:

Mary Waygan, Ashumet Road indicated in 2021 the Mashpee Water District appropriated \$8.4 million to install a filtration system to remove PFAS contaminants from drinking water supplies on Turner Road. Ms. Waygan asked if Joint Base Cape Cod has any plans to remove and remediate what is contaminating our drinking water.

Michael Rapacz was in attendance representing the Mashpee-Wakeby Lake Committee urging the Town to accelerate the sewerage program to over 10-12 years versus a 25-year program. At the last Selectmen's Meeting Dr. Howes spoke of the bleak state of estuarine water quality in Waquoit and Popponesset Bays along with the cyanobacteria contaminating the freshwater ponds. It was the recommendation of Dr. Howes to speed up sewerage now to address the Town's water quality problems. Mr. Rapacz read aloud a letter with respect to this regard.

In other matters Arden Russell Cadrin commented on her memorandum to the Select Board Chair Carol A. Sherman dated August 9, 2021 regarding the Mashpee Commons Development Agreement. Ms. Russell discussed the Mashpee Commons Development Agreement process as it has been five months since the March 5, 2021 deadline for Mashpee Commons to submit a completed Development Agreement application.

Questions were asked as to why the applicant now has until June 2022 to submit a completed application. It was strongly recommended that all review of the Mashpee Commons expansion project be halted until there is a certified and complete Development Agreement for this project.

Chairman Sherman responded by stating the Town will not move forward with any zoning changes until a Development Agreement has been received.

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APPOINTMENTS & HEARINGS

Public Comment: (continued)

Lynne Barbee of Surf Drive expressed appreciation to the Board of Selectmen for making the decision to not move forward without a completed Development Agreement. Ms. Barbee noted she is disturbed the Chair of the Planning Board appears to be moving forward as if there is a Development Agreement.

Discussion and Approval of the following Special Event Applications:

National Night Out –Tuesday, August 17, 2021 5-7 pm Frank E. Hicks Drive: Police Chief Scott Carline:

Due to current circumstances the above referenced venue has been cancelled.

Annual Screech at the Beach – Saturday, October 23, 2021 10:30am -12:30 pm Shore Drive to South Cape Beach: Boys & Girls Club of Cape Cod: Boys & Girls Club of Cape Cod President Jim Kiley:

A Special Event Application from the Boys & Girls Club of Cape Cod was presented to the Board of Selectmen for the Annual Screech at the Beach 5k run/walk planned to be held on October 23, 2021 at the Popponesset Marketplace, Shore Drive Mashpee. Approximately 150-200 runners are expected to attend this event proposed to begin at 10:30 a.m. from Shore Drive to Rock Landing Road and back. The event is limited to 1000 participants.

Applicable regulatory officials have signed off on the event application. Three detail police officers will be required for safety.

Motion made by Selectman Cotton to approve the Annual Screech at the Beach on Saturday, October 23, 2021 as presented.

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

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Discussion and Approval of Appointment of the Following:

Special Events Committee: Member at Large (Term Expires June 30, 2022): Krysten Kelliher:

A letter of interest was received from Krysten Kelliher, Marketing Director of Mashpee Commons to serve on the Special Events Committee with additional communication from the Special Events Committee dated August 3, 2021 recommending this appointment.

Motion made by Selectman Gottlieb to appoint Krysten Kelliher to the Special Events Committee as a Member at Large for a term to expire June 30, 2022.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Mashpee Wakeby Lake Management Committee: Member at Large (Term Expires June 30, 2022): Paul Bibo:

Correspondence was received from the Mashpee Wakeby Lake Management Committee dated July 27, 2021 recommending the appointment of Paul Bibo. Attached for the Board's review was a letter of interest from Mr. Bibo in serving on this committee. Mr. Bibo is a retired engineer and is a well-qualified candidate.

Motion made by Selectman Gottlieb to appoint Paul Bibo to the Mashpee Wakeby Lake Management Committee as a Member at Large for a term to expire June 30, 2022.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Discussion and Approval of Dispatch Agreement with the Barnstable Sheriff's Department: Fire Chief Thomas Rullo:

Fire Chief Thomas C. Rullo was in attendance to discuss and recommend the continued Agreement; Conditions and Operating Policies for the Operation of a Communications Center for the Town of Mashpee by the Barnstable County Sheriff's Office.

The Agreement describes the mutual responsibilities of the Barnstable County Sheriff's Office and the Town of Mashpee in the cooperative operation of a primary fire department dispatch system. The Agreement shall cover a period from July 1, 2021 through June 30, 2022.

Each year the parties agree to a new annual fee for fire dispatch and CMED services. Fire Chief Rullo indicated he is pleased with the services that are provided. The total cost for Fiscal Year 2022 is \$118,948.26 which represents an increase of less than 2%.

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Discussion and Approval of Dispatch Agreement with the Barnstable Sheriff's Department: Fire Chief Thomas Rullo: (continued)

Motion made by Selectman Gottlieb to approve the Conditions and Operating Policies for the Operation of a Communications Center for the Town of Mashpee by the Barnstable County Sheriff's Office for Fiscal Year 2022 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

Discussion and Certification of Betterment Assessment for Emma Oakley Mills Way:

With the completion of the work related to the road conversion project entitled "Emma Oakley Mills Way Easement Taking Plan" dated May 9, 2016 a Certification of Betterment Assessment was presented to the Board of Selectmen for final approval. The final Betterment is \$5,714.80, a cost to be borne by each of the (7) property owners.

Motion made by Selectman Gottlieb to accept the Certification of Betterment Assessment as presented and listed on the attached Schedule A.

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

Public Hearing (Continued from July 26, 2021): Comcast Cable Television License Renewal Proposal:

The Board of Selectmen opened the Public Hearing continued from July 26, 2021 on the proposal from its current cable television licensee, Comcast, to renew its existing license pursuant to G.L.c. 166A, §6 and 207 CMR 3.02(2) for the purpose of hearing testimony and to receive evidence from the applicant and members of the general public to assist the Board in its assessment of Comcast's qualifications for a provisional license renewal.

It was disclosed the Office of the Town Manager/Board of Selectmen received late communication stating the representative from Comcast has a conflict and was unable to ZOOM nor attend the Board of Selectmen's Public Hearing this evening on the Comcast Cable television license renewal proposal.

Acting on the advice of Town Counsel, Patrick J. Costello it was recommended the Board of Selectmen vote to not accept the renewal proposal as submitted. The matter would then be re-examined by the Town's working group for continued discussion with input from Town Counsel. The Town Manager would report the findings of this objective to the full Board of Selectmen.

The Board of Selectmen opened the Public Hearing to solicit comment.

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Public Hearing (Continued from July 26, 2021): Comcast Cable Television License Renewal Proposal:
(continued)

John Miller, a member of the working group indicated the recommendation of the Town Manager is right on target. There is no counterproposal to submit to the Board of Selectmen or to Comcast. The rejection will allow for the opportunity to further review this matter at least 4-7 months and there is no break in contract.

Chris Ball of 83 Quinaquisset Avenue stated the Town is not being served as they should be with respect to cable service in government buildings and with Mashpee Cable Television (MTV). Mr. Ball respectfully requested the Board of Selectmen decline the offer of renewal at this time.

Being no further comment, the Board took the following action;

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 not accept the proposal as submitted from the Town's current cable television licensee, Comcast, to renew the existing license.

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

Joint Base Cape Cod Commanders' Briefing:

The Board of Selectmen met with the Joint Base Cape Cod (JBCC) Commanders to review operations, missions, procedures and initiatives.

The 102nd Intelligence Wing consists of over 1200 airmen in five groups comprised of 420 full-time personnel and 840 drill status guardsmen. From 2018 to the present over \$30 million has been expended for facility upgrades. Of note is recent domestic operational missions providing COVID support, security/crowd control and Inaugural support.

In the future it is expected the Air National Guard acreage currently 3,618 would be reduced to 650 acres, and the utilities would turnover to a public/private arrangement. The Connery Ave and Airfield as well as the Hangar 158 property are also expected to be directed for other uses.

The entity planned to take-over the existing wastewater treatment plant should be in the process of negotiating with the four Upper Cape town's regarding the potential converge.

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Joint Base Cape Cod Commanders' Briefing: (continued)

Discussion followed regarding plans that represent the significant reduction in the footprint of the base and if there is a Master Plan of the planned facilities and activities on the base to reference resource protection and cooperation as well as other functions. It was noted that each service agency on the base has their own Community Working Group Master Plan.

The Cape Cod Space Force Station is the home of the 6th Space Warning Squadron and is North America's sole East Coast early warning radar with three missions; missile warning, missile defense and space domain awareness. There are 135 military, civilian and contractor members.

The Cape Cod Space Force Station maintains a \$4.1 million operating budget. Significant milestones and projects include wind turbines to offset electricity requirement and a \$125 million radar system upgrade.

Air Station Cape Cod has 176 active duty and civilian personnel. It is the only USCG aviation resource provider between New Jersey and the Canadian Border. Operations include over 200 search & rescue cases annually, hurricane response and counter-drug deployments.

Base Cape Cod commands maritime security and safety as well as port security. Also included is a NE Regional Fisheries Training Center, FORCECOM Armory/Range and Marine Safety Detachment Cape Cod.

The Camp Edwards Training Site offers Garrison Training Site commands, operating, managing and administering the use of garrison resources to provide year-round customer service. There are 150 full-time personnel supporting a training mission of over 6,000 drill status guardsmen. Task organization includes Range and Security Operations, Integrated Training Area Management, Environmental Resources and the Ground Water Study Program.

Operational highlights include COVID support, Warrior Training Center support, ROTC Commissioning, Airborne Operations Training and Habitat Restoration.

Regarding the status of the explosive clean-up and monitoring it has been determined the contamination has been reduced. On the L Range the source area was removed and the plume is being addressed through monitored natural attenuation and land-use controls. On the J-1 range the source area has been removed. A treatment system addressed the highest concentrations. In the Central Impact Area source removals began in 2009 and are ongoing. Three treatment systems are addressing a groundwater plume. The source area in the Gun and Mortar Positions was removed. No significant groundwater contamination has been identified. On the former K Ranges the source area was removed and no significant groundwater contamination has been identified. Source area removals were also conducted at the former A Range. No significant groundwater contamination has been identified.

On the J-2 Range source area removals have been conducted. The J-3 Range has received treatment and source removals. Several Small Arms Ranges have been investigated and cleared. Thirty-six training areas were investigated. Six sites required minor data review and sampling.

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Joint Base Cape Cod Commanders' Briefing: (continued)

For public outreach tours of the base are being offered every Friday. Topics of discussion include the Ground Water Clean-up Program and the Natural Resources Program.

Discussion followed regarding PFAS which has infiltrated two Turner Road wells and other well sites within the Mashpee and the Upper Cape. Investigation has revealed the firefighting training foams used during training at JBCC have been the primary source of several PFAS plumes. PFAS may have been spilled in a hanger used for fire suppression, when a snow plow truck hit a field site and at other training sites where the foam was used. This matter remains in the investigation stage with remediation efforts ongoing since 1999.

Discussion followed regarding the lack of compensation to the Town of Mashpee.

Rose Forbes, the Remediation Program Manager indicated the Turner Road wells exceed state regulations, but not federal regulations. The concentrations of the wells are lower than the lifetime health advisory which is the Air Force Policy. Thus, concentrations that exceed the lifetime health advisory can only be addressed.

Ms. Forbes indicated that funds may become available at the feasibility stage, but this may not happen until mid-2022.

There was discontent regarding the PFAS contamination that has resulted in the loss of 2/3rd's of Mashpee's public water supply capacity. Over the years, the Town of Mashpee has had to fight to get funding from the base. It appears the Town is getting stonewalled because the military does not want to own up to its responsibility.

A list of 39 questions was presented seeking answers.

In moving forward, it was agreed the questions would be forwarded and discussed at the August 18, 2021 Military and Civilian Counsel meeting. Communication would be ongoing.

In closing Town Manager Rodney C. Collins expressed sincere appreciation to the Joint Base Commanders attending the briefing for their support and dedication as well as for what they have accomplished in operations, missions and homeland security while maintaining partnerships and community support.

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NEW BUSINESS

Discussion and Action on Draft #1 of the October 18, 2021 Annual Town Meeting Warrant:

The Board of Selectmen reviewed and took action on the following articles proposed for the October 18, 2021 Annual Town Meeting warrant.

For clarification the Director of Natural Resources Ashley Fisher and the Town Planner Evan Lehrer were in attendance to review their respective articles. Although the articles on Draft #1 are not numbered, the Board of Selectmen issued preliminary numbers for ease of review.

Article #11: To transfer \$50,000 from revenue available to the Natural Resources Waterways Expense Account.

This article would provide funds for consulting services. Funds will be used as a 25% match to secure grant funding. The Town of Mashpee has no state approved Harbor Management Plan in place. By completing a state approved plan, the Town will have state support for dredging, waterway uses, implementation of shellfish resource areas for propagation and private aquaculture, designated mooring areas, bylaw recommendations, wetlands protections, management practices and other similar uses.

Motion made by Selectman Gottlieb to include and support Article #11 as presented.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Article #12: To prohibit overnight occupancy on Town issued moorings within Mashpee Estuarine systems.

This article is necessary to protect vital shellfish habitat located within mooring fields from potential spillage or failure. If this article is not supported all mooring fields within Mashpee may be closed for the recreational and commercial harvest of shellfish during peak months. This pertains to saltwater areas only.

Motion made by Selectman Gottlieb to include and support Article #12 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

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Discussion and Action on Draft #1 of the October 18, 2021 Annual Town Meeting Warrant: (continued)

Article #13: To amend the Town Bylaw under the Waterways; Speeds to read: Maximum Speed for watercraft is Flow, No Wake on the following bodies of tidal water; Great River, Little River, Santuit River, Mashpee River, Ockway Bay, Shoestring Bay and Simmons Narrows.

Motion made by Selectman Gottlieb to include and support Article #13 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

Article #14: To appropriate___ (\$350,000 estimated) to the Natural Resources Waterways Expense Account.

This article is necessary to fund a diagnostic study of Mashpee Wakeby Pond to determine necessary nutrient mitigation, public access improvements, and water quality management practices and improvements. Actual appropriation would be obtained prior to Town Meeting.

Motion made by Selectman Gottlieb to include and support Article #14 as presented.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Article #15: To appropriate \$19,050 to the Natural Resources Waterways Expense Account.

This article is necessary to fund The Watershed Based Solutions to Increase Resilience to Harmful Algal Blooms in Santuit Pond in a Warmer and Wetter Climate. All funds appropriated will be for sole use in funding recommended water quality improvements as outlined in the AECOM 2010 Santuit Pond Diagnostic Study. A grant was received in the amount of \$131,691. The requirement is a 25% match.

Motin made by Selectman Gottlieb to include and support Article #15 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

The DNR will be working with a Tribal liaison to be designated for this project.

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Petition Articles:

Evan Lehrer, the Town Planner discussed and clarified the following petition articles with the Board of Selectmen. The petition articles are relative to the creation of a Solar Energy Systems Overlay District as well as a petition article that would amend the Land Space Requirements Table of the Zoning Bylaw to allow more than 20% lot coverage for roof mounted solar panels on carport structures in approved parking lots/areas.

A brief discussion followed regarding the written summaries of the petition articles within the memorandum prepared by the Town Planner dated August 4, 2021.

Article #21: To amend Article VII Lands Space Requirement to add special footnote 25 to a maximum of lot coverage (percent).

The remainder of the petition articles are relative to amending the Mashpee Zoning Bylaw. Several of which are straightforward.

In discussing the amendment proposals, it was noted the petitioner would benefit from the ability to develop in the C-2 and partially R-5 zoning districts whereas other property districts would not. The individual property owner would solely benefit from the petition articles.

It was noted that a portion of the property has several unique characteristics if approved and developed. The subject property lies within a wetlands buffer, and it is also a sand mine, and a gravel pit with a vernal pool. Therefore, the development of this site within current zoning regulations would create more challenges.

There have been no formal offers from the property owner of what may be made available to the Town of Mashpee for the development of this site, and there is no language within the articles as petitioned regarding the potential availability of funds for the Town.

The Board of Selectmen agreed to Hold the articles for the Planning Board Hearing and recommendation.

Discussion and Approval of Adding the Following Article(s):

Amending Zoning Bylaw 174-48.1 Subsection B (Plan Review Committee):

At the last Plan Review meeting a zoning article was presented that would add the Town Engineer to the Plan Review Committee in a formal capacity.

Motion made by Selectman Gottlieb to include and support the Article to amend Section 174-48.1 Subsection B (Plan Review Committee) of the Mashpee Zoning Bylaws by adding "Town Engineer."

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

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

**Selectman Gottlieb, yes
Opposed, none**

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Adoption of an Administrative Code Relative to the Creation of a Sewer Department:

An article to be drafted by Town Counsel would adopt an Administrative Code relative to the Creation of a Sewer Department whereby the Town Engineer would be the Department Head of the Sewer Commission.

After consideration it was agreed the Sewer Department would change its name to the Wastewater Management Department. The name change would not affect the legal status of the Sewer Commission.

Motion made by Selectman Gottlieb to include and support the Article relative to the Creation of a Wastewater Management Department.

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

The Board of Selectmen continued their review of the October 18, 2021 Town Meeting warrant taking the following action.

Article #1: To seek Town Meeting authorization to transfer care, management and control of property identified as 108 Commercial Street, Town owned land to the Affordable Housing Trust for the purposes of developing affordable housing.

Motion made by Gottlieb to include and support Article #1 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

Article #2: To amend the General Bylaw by substituting the term "Select Board" for "Board of Selectmen."

Motion made by Gottlieb to include and support Article #2 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

Article #3: To rescind loans authorized for capital projects that have been completed or never started.

Motion made by Gottlieb to include and support Article #3 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

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Discussion and Action on Draft #1 of the October 18, 2021 Annual Town Meeting Warrant: (continued)

Article #4: To distribute funds to the proper accounts due to the actual interest on BANS issued 5-12-21.

Motion made by Gottlieb to include and support Article #4 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

Article #5: To pay bills received after the end of a previous fiscal year; \$2,256.25

Motion made by Cotton to include and support Article #5 as presented.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Article #6: To transfer funds to cover a shortfall (to be determined) in the Town Engineer's salary.
Wording to be changed from Sewer Salaries Account to Wastewater Management Account.

Motion made by Cotton to include and support Article #6 as presented.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Article #7: CARES Act; Funds to cover expenses (to be determined) incurred due to COVID-19 pandemic.

Motion made by Gottlieb to include and support Article #7 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

Article #8: To appropriate \$9,625 to the Wastewater Management Account for aerial photography of the entire Town.

Motion made by Gottlieb to include and support Article #8 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

Board of Selectmen
Minutes
August 9, 2021

Discussion and Action on Draft #1 of the October 18, 2021 Annual Town Meeting Warrant: (continued)

Article #9: To Reserve FY22 Community Preservation 10% Reserves/Budget for Appropriation.

Motion made by Gottlieb to include and support Article #9 as presented.

Motion seconded by Selectman Weeden.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Article #10: CPC – To fund the Ockway Bay Boat Ramp Improvement Project Phase III, \$425,000

Motion made by Gottlieb to include and support Article #10 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

Article #16: To purchase (6) Election Poll Pads & Printers; \$9,000 to the Town Clerk Election/Registrations Expense Account.

Motion made by Gottlieb to include and support Article #16 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

Petition Articles:

Article #17: To layout and define Canonchet Avenue and to appropriate funding for that purpose.

Motion made by Gottlieb to support Petition Article #17 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

Board of Selectmen
Minutes
August 9, 2021

Discussion and Action on Draft #1 of the October 18, 2021 Annual Town Meeting Warrant: (continued)

Petition Articles: (continued)

Article #18: To complete the private to public road conversion process for Cedar Street, Chestnut Street, Devon Street, Ash Street, Hawthorne Street and Gina's Way.

Motion made by Gottlieb to support Petition Article #18 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

Article #19: To layout as public ways, Oldham Circle.

Motion made by Gottlieb to support Petition Article #19 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

Article #20: To ban the Sale of Single-use Plastic Water Bottles less than 1 gallon in the Town of Mashpee.

Motion made by Gottlieb to support Petition Article #20 as presented.

Motion seconded by Selectman Weeden.

VOTE: 3-2. Motion carries.

Roll Call Vote:

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

Discussion and Approval of Town Manager's 2021-22 Goals:

The Board of Selectmen reviewed the list of Town Manager's Goals for 2021 – 2022.

Motion made by Selectman Gottlieb to approve the Town Manager's Goals for 2021 through 2022 as identified.

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
August 9, 2021

Discussion with the Town Manager and Approval of COVID 19 Requirements and Protocols:

Town Manager Rodney C. Collins reported there are (5) new cases of COVID-19 in the Town of Mashpee bringing forth a total count of 922.

Due to the uncertainties of the COVID-19 virus, a mask requirement was instituted at the Mashpee Town Hall. After review it was determined the mask requirement would be mandated indoors at all Town Facilities.

Motion made by Selectman Gottlieb to support the Town Manager's recommendation for the issuance of masks indoors at all Town Facilities.

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

It was also agreed that planning similar to the June Town Meeting would begin for the October Town Meeting. The Town Moderator would be consulted with respect to this regard.

LIAISON REPORTS

Wastewater Planning: Sewer design planning is ongoing.

TOWN MANAGER UPDATES

Pond Monitoring: The Health Agent is expected to provide a briefing at the August 23, 2021 Board of Selectmen Meeting.

September 11, 2021 Ceremony: The Fire Department has advised a ceremony is planned on September 11, 2021 to co-inside with the Seaside LeMans event at 12:00 p.m. at Mashpee Commons. Board of Selectmen members and interested public are invited to attend.

ADJOURNMENT

Motion made by Selectman Gottlieb to adjourn at 8:52 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

OFFICE OF SELECTMEN

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

MEMORANDUM

Date: August 19, 2021

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

From: Stephanie A. Coleman, Administrative Secretary 

Re: New Class II Auto Dealer License – Rotondi Properties LLC dba Mashpee Automotive

Description

Discussion and approval of the application of Rotondi Properties LLC dba Mashpee Automotive, Robert Rotondi Jr. for a new Class II Auto Dealers License.

Background

In accordance with M.G.L. Chapter 140, the Board of Selectmen, acting as the Local Licensing Authority for the Town of Mashpee, will review the application of Robert Rotondi Jr., to operate a Class II Auto Dealers License at 446 Main Street, Mashpee MA 02649, formally (Mr. T's Auto Repair).

The Licensing Authority may grant the license and issue it to the applicant contingent upon the applicant providing the following:

- **Workers Compensation Certificate of Insurance per MGL c152, §25A**
- **Fire & Building Inspection Report**
- **Repair Facility Association per MGL c90, §7N1/4**
- **Business Certificate per MGL c110, §5&6**

The completed Class II License application is attached.



**TOWN OF MASHPEE
APPLICATION FOR CLASS II:
SECONDHAND AND
SALVAGE DEALERS**

Please submit completed application to the Office of the Town Manager and Board of Selectmen. Incomplete applications will not be accepted or considered.

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a Secondhand/Junk/Salvage License to Buy, Sell, Exchange, and Store, Secondhand/Junk/Salvage, in accordance with the provisions of Chapter 140 of the General Laws.

Legal Name of Business: Mashpee Automotive
Must provide a copy of Business Certificate

DBA (if applicable): _____

Address of Business Operation: 446 Main St.

- ☒ Own Premises
☐ Rent/Lease Premises
☐ Other

Landlord Name: ~~Robert Rotondi~~ Rotondi Properties LLC

Landlord Address: _____ Westborough MA

Business Mailing Address (if different): 446 Main St Mashpee 01981

Business Telephone: 508-499-2460 Business Email: _____

License Type: ☒ Secondhand ☐ Junk ☐ Salvage

Proposed Days/Hours of Operation:

Sunday: _____
Monday: _____ M-F 8:00 - 5:30
Tuesday: _____
Wednesday: _____ SAT 8:00 - 5:00
Thursday: _____
Friday: _____
Saturday: _____

Robert Rotondi Jr.
Printed Name of Authorized Applicant

7/30/21
Date

[Signature]
Signature of Authorized Applicant

License will not be issued unless this certification clause is signed.

I certify, under the penalties of perjury that, to the best of my knowledge and belief, I have filed all state tax returns and paid all state and local taxes as required by law.

Signature of Individual
or Corporate Name (Mandatory): Mashpee Automotive Date: 7/30/21

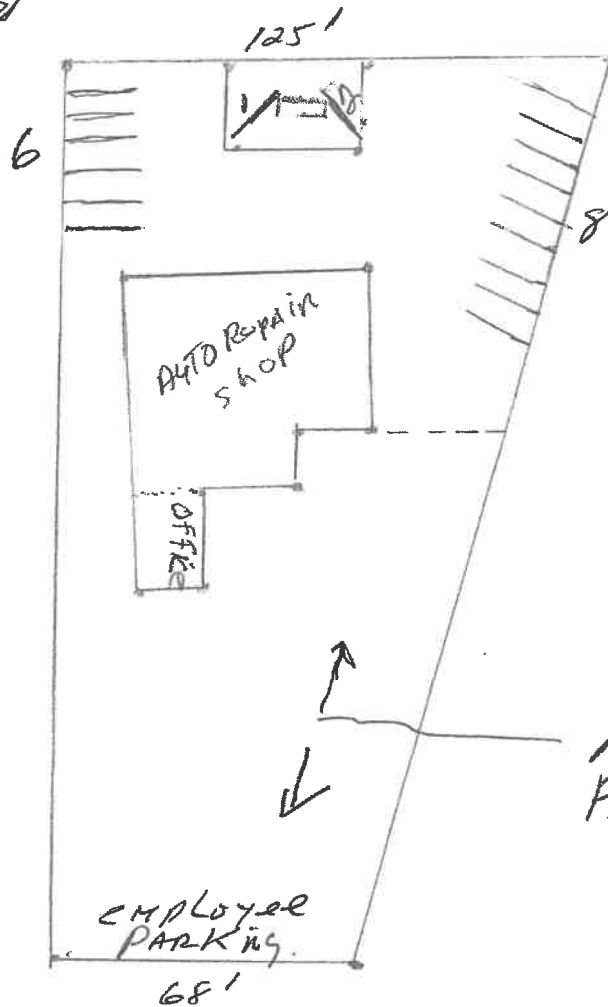
By Corporate Officer: [Signature] SSN/FEIN: ✓
(Mandatory if applicable)

*Your Social Security Number or Federal Identification Number will be furnished to the Massachusetts Department of Revenue (DOR) to determine whether you have met tax filing or tax payment obligations. Licensees failing to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of M.G.L. c. 62C, §49A.

Robert F. Rotondi

Route 130

Bk = Path



1/2 Used Cars
For Sale.

6 / Customer
8 / And 2 used
CARs FOR SALE

Active Repair
Parking.



TOWN OF MASHPEE


OFFICE OF SELECTMEN

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

MEMORANDUM

Date: August 18, 2021

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

From: Stephanie A. Coleman, Administrative Secretary 

Re: Special Event and Temporary Sign Permit Applications

Description

Discussion of the Special Event and Temporary Sign Permit Applications for the following:

- Grandparents Day Run/Walk: Sunday, September 12, 2021 9:00 AM to 10:00 AM, Cape Cod Children's Museum;
- Mace Family Reunion: Sunday, September 12, 2021 12:00 PM to 5:00 PM, Johns Pond Beach, Martha Mace.
- Falmouth Rod and Gun Club Yard Sale, Temporary Sign Permit - Saturday, September 4 – Monday, September 13, 2021

Special Event Application

Grandparents Day Run/Walk

The Cape Cod Children's Museum Grandparent's Day Run/Walk is scheduled to take place on Sunday, September 12, 2021 (Rain Date September 19, 2021), from 9:00 AM to 10:00 AM.

The race route will originate from the Cape Cod Children's Museum, head North on Great Neck Road South utilizing the sidewalk for 1.5 miles and backtrack to the Museum. The applicant expects up to 50 people to attend the event.

Recommendations

Health – Approved. No additional comments.

Building – Approved. Not applicable.

DPW – Approved. Applicant shall pick up any litter left along the race route

Fire – Approved. No Fire Department requirements.

Police – Approved. No detail officers will be required for this event.



Special Event Application

Mace Family Reunion

The Mace Family Reunion will be a private event taking place on Sunday, September 12, 2021, from 12:00 PM to 5:00 PM at John's Pond Beach. The applicant is expecting 40 – 100 people to attend the event. Food and refreshments will be provided by guest and the host is requesting permission to grill burgers and hot dogs.

Recommendations

Health – Approved. No additional comments.

Building – Approved. Not applicable.

DPW – Conditionally Approved. The event is after the normal beach season so the trash dumpster and portable toilets are scheduled to be removed before the date of the event. The applicant should contact DPW to arrange for a portable toilet and the dumpster to remain, there will be a charge. The applicant will be responsible for picking up any litter from the beach and picnic area at the end of the event.

Fire – Approved. Grills to be checked on the day of the event for safety. Please have an appropriate ABC extinguisher on site during the event.

Police – Approved. No detail officers will be required for this event.

Temporary Sign Permit Application

Falmouth Rod and Gun Club Yard Sale

The Falmouth Rod and Gun Club Annual Yard Sale is scheduled for September 11th through September 12th, 2021. The applicant is requesting to place ten (10) 2' x 2' signs in various places throughout the Town from September 4th to September 14th.

Falmouth Rod & Gun Club

GIANT YARD SALE

June 2nd & 3rd

Sat & Sun
8^{AM} - 4^{PM}



203 Carriage Shop Rd, Falmouth

Giant Yard Sale

Falmouth Rod + Gun

203 Carriageshop Rd

JUNE 1 & 2



TOWN OF MASHPEE


OFFICE OF SELECTMEN

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

MEMORANDUM

Date: August 17, 2021

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

From: Stephanie A. Coleman, Administrative Secretary 

Re: Appointments to the Council on Aging and Resignation from the Sewer Commission

Description

Discussion and approval of the appointment of the following:

- Colleen Meehan – Council on Aging, Member At-Large, Term expires June 30, 2023;
- Merrill Blum – Council on Aging, Member At-Large, Term expires June 30, 2023.


On Wednesday, August 11, 2021, the Council on Aging voted to recommend appointing Colleen Meehan and Merrill Blum to fill the two Member At-Large vacancies on the Committee. Attached for your reference are the letters of interest and resumes of both candidates. The recommendation from the Committee is also attached.

Discussion and acceptance of the resignation of the following:

- F. Thomas Fudala – Sewer Commission, Precinct 4 Rep, Term expires June 30, 2022.

On Wednesday, August 18, 2021 communication was received from Mr. Fudala confirming his resignation from the Sewer Commission as the representative for Precinct 4.

From: David Egel
Sent: Wednesday, August 11, 2021 4:12 AM
To: Stephanie Coleman <SColeman@mashpeema.gov>
Cc: Lynne Waterman <lwaterman@mashpeema.gov>
Subject: Council On Aging

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

The Council interviewed 2 candidates at our August meeting this morning. We are recommending to the Board of Selectmen the appointment of Colleen Meehan and Merrill Blum to fill the 2 vacancies. Please let us know the next step so that we can keep the candidates informed.

Thank you.

David Egel
Chairman

Sent from Mail for Windows 10

Stephanie Coleman

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

[Get Outlook for iOS](#)

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

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

Good Morning,

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

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

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

Best regards,
Colleen Meehan

Colleen A. Meehan
Mashnee, MA 02649

Phone: .

SUMMARY

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

SOFTWARE KNOWLEDGE

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

QuickBooks
Pinnacle
Constant Contact
Sage ACT
PBOCS

CounterPoint
Quicken Accounting
DAPPS
Symantec ACT
SPSS

PROFESSIONAL EXPERIENCE

Mahoney's Garden Center, Osterville, MA

Store Controller

7/12 – Present

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

Mahoney's Garden Center, Falmouth, MA

Assistant Garden-Shop Manager

3/11 – 7/12

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

US Department of Commerce, Hyannis, MA

3/10 - 10/10

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

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

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

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

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

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

EDUCATION

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

Merrill Blum

2020 SEP 21 PM 2:37

Mashpee, MA 02649

September 21, 2020

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

Dear Board:

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

These include:

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

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

I have include my resume.

Sincerely,


Merrill Blum

Merrill Blum

Mashpee, MA 02649

email:

Profile

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

Proven Strengths

Executive decision making, Capacity Building, Fundraising, Strategic Planning

Professional Summary

Viet Nam Veterans Outreach Center
Hyannis, MA

2004-2014 (Retired)

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

Veterans Transition House
New Bedford, MA

2003-2006

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

Massachusetts Veterans Inc
Worcester, MA

2001-2003

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

Easter Seals Massachusetts, Inc
Worcester, MA

2000-2001

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

Furniture.com
Worcester, MA

1997-2000

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

ReRuns, Inc
Worcester, MA

1985-1997

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

Education

Bryant College
Smithfield, RI

BS/BA Marketing

Community

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

Military

United States Army

Honorable Discharge

⏮ Reply all ▼ 🗑 Delete 🚫 Junk 🚫 Block ...

Sewer Commission Resignation

TF

THOMAS FUDALA <


et>

Wed 8/18/2021 1:30 PM

To: Carol A. Sherman

Cc: Rodney C. Collins; Wayne E. Taylor; Terrie Cook



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

Carol:

This is to confirm that, as of 5pm on August 17, 2021 I have resigned from the Mashpee Board of Sewer Commissioners.

Please note that I served as the Commission's representative from Precinct 4, so a replacement should be sought among voters from that Precinct.

It has been an honor to serve the citizens of Mashpee on the Commission for over 32 years and in my various capacities for the last 37 years.

F. Thomas Fudala

Reply Reply all Forward

"Preserving public trust, providing professional services"

Deborah Dami, MMC, CMMC
Town Clerk
508-539-1418
ddami@mashpeema.gov



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

To: Board of Selectmen
Town Manager

From: Deborah Dami
Town Clerk

Date: August 19, 2021

Re: Letter of Resignation

I am in receipt of a letter of resignation from F. Thomas Fudala. Mr. Fudala has resigned as both the chairman and as a member of the Sewer Commission.

Please accept Mr. Fudala's resignation with regret.



TOWN OF MASHPEE
DEPARTMENT OF NATURAL RESOURCES
Mashpee Town Hall
16 Great Neck Road North
Mashpee, Massachusetts 02649
Telephone – (508) 539-1409

MEMORANDUM

August 16, 2021

TO: Rodney C. Collins, Town Manager
Board of Selectmen

FROM: Ashley Fisher, Director of Natural Resources

RE: *Appointments: Ashley Fisher: Deputy Shellfish Constable*

Description:

Having an additional staff member appointed as a Deputy Shellfish Constable allows for additional coverage to the towns ever growing Shellfish Propagation Program. Ashley Fisher has received all training required to be a Deputy Shellfish Constable.

Explanation:

Ch.130 § 98: A person having successfully completed the shellfish warden training course at the Massachusetts Maritime Academy as certified by said academy, shall be considered qualified by training and experience in the field of shellfishery management and shall be eligible for appointment as a shellfish constable or deputy shellfish constable.

Background:

See attached certificate of completion.

Recommendation:

The Department of Natural Resources recommends approval of the above appointment.

Pros and Cons:

Pros- A.Fisher will be able to assist the Shellfish Division in an enforcement capacity.



MASSACHUSETTS

Maritime Academy

COMMONWEALTH OF MASSACHUSETTS
STATE COLLEGE SYSTEM
BUZZARDS BAY, MASSACHUSETTS 02532


This is to certify that


ASHLEY HARRIGAN


has satisfactorily completed the following
course administered by the

**CENTER FOR
MARITIME TRAINING**
SHELLFISH CONSTABLES TRAINING COURSE

On this 4th Day of MARCH 20 16


Director, Center for Maritime Training
Massachusetts Maritime Academy


Massachusetts Division of
Marine Fisheries


Massachusetts Shellfish
Officers Association

Interoffice Memo

Date: August 16, 2021
To: Rodney C. Collins, Town Manager
Honorable Members of the Board of Selectmen
From: Kathleen Mahoney, Library Director
Re: Board of Selectmen Agenda Item Request

The Mashpee Public Library has been named a beneficiary of the estate of Janet G. Gow, a Mashpee resident and devoted Library supporter. As part of the bequest, the Library has been named a beneficiary of an inherited IRA, which requires following specific procedures to set up an account on behalf of the Library to receive the proceeds.

Town Counsel, Pat Costello, has advised that the first step in the process requires the Mashpee Board of Selectmen to vote to accept the gift on behalf of the Library.

The attached PDF outlines the information that representatives from the financial firm have requested to set up an account for the proceeds of the IRA on behalf of the Library.

Edward Jones Financial Advisors
86 Willow Street Unit 5
Yarmouth Port, MA 02675
(508) 362-2152

The attorneys representing the estate of Janet G. Gow are the firm of

Case Estate & Elder Law, P.C.
1645 Falmouth Road, Suite 1E
Centerville, MA 02632

The Attorney for Janet Gow's estate is getting close to being able to distribute funds to the beneficiaries of her Inherited IRA. I was advised that since the Mashpee Public Library is a municipality the requirements are a little different than from the rest of the beneficiaries. The funds do need to be deposited to an Inherited IRA in the name of the Mashpee Public Library verses the Friends of the Mashpee Library. To establish the account I need the following documents and information:

Legal name of an Authorized Person (individual who has the authority to transact business on the Edward Jones account) his or her job title, social security number, date of birth. Citizenship and home address

Legal name of a Control Person (individual who has significant responsibility to control, manage, or direct the legal entity) his or her job title, social security number, date of birth. Citizenship and home address

Edward Jones Corporate/Unincorporated Resolution Form signed by the Authorized person and Officer such as Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member

A copy of the Mashpee Public Library's underlying statute and investment policy

Our Legal Department will review the statute and investment policy and then grant me permission to establish the account. I will then have an Account Authorization form for the Authorized Person to sign.



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



MEMORANDUM

TO: Carol Sherman, Chairman, Board of Selectmen

CC: Rodney Collins, Town Manager
Wayne Taylor, Assistant Town Manager
Terrie Cook, Administrative Assistant

FROM: Glen E. Harrington, C.H.O, Health Agent

DATE: August 19, 2021

SUBJ: Selectmen Meeting – Update on Santuit Pond

At the request of the Town Manager's Office, the following information was compiled relative to abutters of Santuit Pond:

There are a total of 193 parcels within 300 feet of Santuit Pond.

- Of those 193, 21 are vacant parcels (13 buildable; 4 potentially buildable; 1 non-buildable; and 3 "other"), leaving 172 constructed/occupied structures.
- Of those 172, 52 are condominium units (which count as one property).
- This equates to a total of 121 septic systems, nine (9) of which are cesspools.

There are a total of 118 parcels within 100' of Santuit Pond.

- Of those 118, 11 are vacant parcels, leaving 107 constructed/occupied structures.
- Of those 107, 52 are condominium units (which count as one property).
- This equates to a total of 56 septic systems, seven (7) of which are cesspools.

A total of 60 properties had their system pumped in the past 10 years. Of those 60 properties, 43 systems were pumped in the past five years (between August 2016 and August 2021).

The above information was shared with BOH members at a public meeting held on Thursday, August 12, 2021. At that time, Board members discussed innovative / alternative technologies for nitrogen removal, and new technologies for phosphorous removal which may be approved by DEP for small-scale application. At the Selectmen's meeting, I will be providing details about the possible benefits and allowed uses of these technologies. There was additional discussion by BOH members about possible funding sources for these technologies, which I intend to present to the Selectmen as part of my update. At their recent meeting, BOH members also revisited an earlier meeting topic, which proposed requiring septic inspections for all properties within 300' of Santuit Pond. This requirement would be for the purpose of identifying failed systems that may be impacting the pond, and prioritizing the repair/upgrade of those systems. While there was no formal vote on the matter, Board members were in favor of this proposal.

Additionally, on August 10, 2021, I participated in a meeting with the Assistant Town Manager and other department heads, where a new technology for removing algae and algae toxins, called Aquaflex, was presented by its proprietor, Scott Smith. The technology includes an open-cell foam that is suspended in the water column, and that allows cyanobacteria to adhere and grow. The foam remains in the water for an undetermined length of time and, when removed, takes some biomass of cyanobacteria with it. Another part of the treatment system proposed by Mr. Smith is called Biochar. This technology consists of bags of charred wood that react with the dissolved portion of phosphorous in the water. The Biochar bags are placed at the ends of the Aquaflex sheets, which will eventually sink below the water line to continue to react with the pond water. In the meeting, Mr. Smith stated that he is willing to donate \$144,000 worth of this technology to the Town. At the Selectmen's meeting, I am prepared to discuss the technology, as presented, in greater detail. I will be sharing questions and concerns that were raised by department heads during and after Mr. Smith's presentation. Lastly, I will offer a proposed strategy for application of this technology, should the Town choose to accept Mr. Smith's offer.

TELLUS HEALTH CORP

August 5, 2021

Town of Mashpee
Attn: Board of Selectmen

Re: Executive Summary of Tellus Mass Manufacturing, LLC

Dear Selectmen:

This Executive Summary is intended to summarize various components of Tellus Mass Manufacturing, LLC ("**Tellus**") to facilitate any necessary review of Tellus' acquisition of one hundred percent of Rob Catania's interests in CCE CAT, LLC ("**CCE CAT**"). As you may be aware, CCE CAT has been granted a provisional license to manufacture marijuana by the Massachusetts Cannabis Control Commission ("**CCC**"). CCE CAT will continue operating under that license once Tellus' acquisition has been approved by the CCC and finalized. It is Tellus' intent to seek a final license from the CCC to allow CCE CAT to begin operations.

Tellus is a wholly-owned subsidiary of Tellus Health Corp., a Delaware corporation ("**Tellus Holdings**"). I am both the CEO of Tellus Holdings and the sole manager of Tellus. I have been active in the marijuana industry since 2015, and my experience includes the full spectrum of development, financing, launch and operation of numerous projects in multiple jurisdictions. Tellus Holdings has projects in all phases of the cannabis vertical, including cultivation, manufacturing, and dispensary facilities. A more thorough description of my qualifications can be found in the attached resume. At present, I am the only representative of Tellus; although Tellus will be hiring additional personnel as CCE CAT moves towards receipt of its final license from the CCC. As a subsidiary of Tellus Holdings, Tellus' operations will be self-funded by Tellus Holdings and, once profitable, by Tellus' ongoing operations.

I have received and reviewed CCE CAT's Host Community Agreement with the Town of Mashpee as well as the Special Permit issued to CCE CAT by the Town of Mashpee. CCE CAT will continue to operate within the parameters of these documents after the Tellus acquisition is complete. CCE CAT will also continue to operate within the regulations and guidance set forth by the CCC.

I look forward to working closely with the Town of Mashpee as Tellus grows CCE CAT into a successful manufacturing facility.

Very truly yours,

Tellus Mass Manufacturing, LLC
a Missouri limited liability company

By: 
Name: Ricardo Fontg
Title: Sole Manager

TELLUS HEALTH CORP



Ricardo Fontg is the founder and CEO of Tellus Health Corp., a multi-state cannabis operator with projects in Missouri, Oregon, Oklahoma and Massachusetts (under contract). Ricardo is also the founder and managing partner of Oregon Cannabis Collective, a recreational marijuana project in the State of Oregon which has developed and operates multiple cultivation, processing, wholesale and dispensary licenses in the State of Oregon. In addition, Ricardo is also a corporate finance attorney and entrepreneur who has worked on and advised numerous clients in project development, technology, health care, corporate finance, private equity, M&A and other aspects of tax, securities and corporate law. Ricardo is also an investor and participant in multiple projects ranging from real estate, technology and health care companies.

The marijuana industry is one of the most challenging areas to operate in for businesses and investors. The industry is heavily regulated, and each state that has legalized cannabis has enacted its own independent system for licensure and oversight. With deep experience in other regulated industries (at the state and federal level), Ricardo understands the importance of a strong regulatory compliance program, both from an operational and compliance standpoint. From his experience and participation in numerous development projects, he also understands the importance of a strong public-private partnerships with cities and local governmental entities, which is critically important to the development of a successful cannabis project. As counsel, Ricardo continues to also provide legal guidance and consulting services to help other marijuana businesses succeed in this constantly shifting maze of rules and regulations.

As an attorney, Ricardo has represented numerous clients in healthcare and other industries on matters involving business formation, corporate structure and governance, debt or equity finance transactions, venture capital transactions, as well as compliance and regulatory issues (including health care fraud and abuse issues). A significant portion of Ricardo's practice is devoted to healthcare clients, which range from individual physicians, physician practices, physician joint ventures and physician-owned facilities such as specialty hospitals and ambulatory surgery centers. Ricardo has also worked closely in healthcare and technology product development projects, as well as providing legal support in legislative, compliance and regulatory matters. Ricardo is also a partner in a firm which offers development, management and consulting services to healthcare facilities ranging from hospitals, ambulatory surgery centers, diagnostic facilities, as well as physician practices.

During his career, Ricardo has served in many civic and community boards in Kansas City, including the Economic Development Corporation of Kansas City, the Kansas City Minority Business Capital Corporation, the EDC Loan Corporation and the Urban League of Kansas City. Ricardo is also a past fellow of the American Bar Association Section of Real Property. For several years, Ricardo served on the board of directors of Capital for Entrepreneurs, Inc., and as Chairman of the Seed Capital Fund for Hispanics (an investment fund operated by Capital for Entrepreneurs, Inc. in cooperation with the Kauffman Foundation, which provided debt and equity financing for women and minority owned businesses). Ricardo has also been active in chamber of commerce activities, including service as a board member of the Hispanic Chamber of Commerce of Greater Kansas City, and participation in the Greater Kansas City Chamber of

TELLUS HEALTH CORP

Commerce Centurions Leadership Program. Ricardo is also a graduate of the Kansas City Office of the FBI Citizens Academy.

Previously, Ricardo was a shareholder and director with one of Kansas City's largest law firms, where he practiced in the areas of corporate finance, mergers and acquisitions and international law. There, he served as a member of the Hiring Committee and also served on the Board of Trustees for the law firm's charitable foundation.

Ricardo graduated from the University of Missouri-Columbia School of Law where he was a Note and Comment Editor for the Missouri Law Review and served on the Executive Committee of the Board of Advocates. He received his B.S. in Accounting from Truman State University. He is a member of the Missouri Bar, the Kansas Bar and the American Bar Association. Ricardo was born in San Salvador, El Salvador and is fluent in Spanish.

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

This Host Community Agreement (the "Agreement") entered into this 28 day of MAY, 2019 by and between the **Town of Mashpee**, acting by and through its Town Manager, with a principal address of 16 Great Road North, Mashpee Massachusetts 02649 (hereinafter the "Town") and **CCE CAT LLC**, a limited liability company with a principal office address of 800 Falmouth Road, Unit 101C, Mashpee, MA 02649 (hereinafter "Company").

WHEREAS, Company wishes to locate a licensed Marijuana Product Manufacturing Establishment in the Town at 800 Falmouth Road, Unit 101C and Unit B1C (Assessors Parcels 88/2/101C and 88/2/B1C) (hereinafter the "Establishment") in accordance with Chapter 55 of the Acts of 2017 (the "Act"), G.L. c. 94G, and regulations promulgated by the Cannabis Control Commission ("CCC") pursuant thereto, and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable Bylaws and regulations, as such may be amended;

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

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

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

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

1. Community Impact

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

2. Annual Payment

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

- a) Company shall make Annual Payments in an amount equal to three percent (3%) of gross revenue from marijuana and marijuana product wholesale sales at the Establishment. In the first year of operation, the Annual Payment shall be paid in multiple monthly installments representing 3% of the gross sales for the preceding month. The first year's payments shall be made one month from the notice of commencement of operations from the Cannabis Control Commission. The balance of the Annual Payment shall be due no later than twelve (12) months after the opening date (the "Opening Date.") and shall represent 3% of gross annual revenue.
- b) In the second, third, fourth and fifth years of operation: 3% of the gross marijuana and marijuana products sales at the Establishment in each year of operation shall be paid in two (2) six (6) month segments; the first, covering the first six (6) months of the operating year, measured annually from the Opening Date, shall be paid within two hundred forty (210) days of the commencement of the year of operation and the balance, covering the second six(6) months of the operating year, to be paid within thirty (30) days after the end of the year of operation.
- c) With regard to any year of operation for the Establishment which is not a full calendar year, the applicable Annual Payments shall be pro-rated accordingly.

3. Dedication of Payments.

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

4. Other Local Payments

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

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

5. Education and Prevention Programs

The Company, in addition to any other payments specified herein, shall annually contribute to a non-profit entity or entities approved by the Board of Selectmen in an amount no less than Five Thousand Dollars (\$5,000.00) for the purposes of drug abuse prevention/ treatment/education programs (the "Annual Donations"). The education programs shall be held in Mashpee and those communities adjacent to Mashpee. Prior to the selection of a non-profit entity program for this purpose, the Company will review its intentions with the Town, acting through its Town Manager and Chief of Police to ensure that the proposed programming is consistent with community needs. The Annual Donations shall not be considered part of the Annual Payment to the Town. Documentation of the Annual Donations shall be made in accordance with the Annual Payment schedule set forth in Paragraph 2. In the event that no non-profit entity can be readily identified to offer the appropriate programming to Mashpee and the surrounding area, the contribution shall be paid to the Town to hold in a restricted fund for release upon mutual and written agreement of the Company and Town once an eligible non-profit program is identified.

6. Annual Filing

Company shall notify the Town when the Company commences sales at the Establishment and shall submit annual financial statements to the Town on or before May 1st, which shall include certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement, in addition to a copy of its annual filing as a non-profit, if any, to the Massachusetts Office of Attorney General. Upon request, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent, allowed by law) as it is required by the Commonwealth to obtain and maintain a license for the Establishment. Company shall provide the Town with evidence that the financial records submitted to the Town are the same documents provided to and used as the basis for determination of sales tax payments to the Massachusetts Department of Revenue.

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

7. Re-Opener/Review

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

8. Local Taxes

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

9. Community Support and Operational Obligations

a. Local Vendors

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

b. Employment

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

c. Approval of Administrator

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

d. Educational Programs

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

e. Traffic Mitigation

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

f. Odor/ Noise Mitigation

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

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

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

10. Town Support

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

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

11. Establishment Security

- a. Company shall maintain security at the Establishment at least in accordance with the security plan presented to the Town and Approved by the CCC, or such other state licensing or monitoring authority, as the case may be. In addition, the Company shall at all times comply with all applicable laws and regulations regarding the operations of the Establishment and the security thereof. Such compliance shall include, but will not be limited to: providing hours of operation; after-hours contact information and access to surveillance operations; and requiring Establishment agents to produce their Agent Registration Card to law enforcement upon request.
- b. To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authorities, as the case may be, the Company shall work with the Town's Police Department to determine the placement of exterior security cameras to provide an unobstructed view in each direction of the public way(s) on which the Establishment is located.
- c. Company agrees to cooperate with the Town's Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communication with the Police Department of any suspicious activities at or in the immediate vicinity of the Establishment, and with regard to any anti-diversion procedures.

- d. To the extent requested by the Town's Police Department, the Company shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent marijuana and marijuana product diversion, such plan to be in place prior to the commencement of operations at the Establishment. Such plan shall include, but is not limited to, (i) training the Company employees to be aware of, observe, and report any unusual behavior in authorized visitors or other Company employees that may indicate the potential for diversion; and (ii) utilizing seed-to-sale tracking software to closely track all inventory at the Establishment.
- e. Company shall promptly report the discovery of any of the following circumstances to the Town's Police within twenty-four (24) hours of the Company becoming aware of such circumstance: diversion of marijuana; unusual discrepancies identified during inventory; theft; loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, or dispensary agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.

12. Improvements to the Establishment Site

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

13. On-site Consumption

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

14. Term and Termination

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

embezzlement, theft, or any other material violation of law that occurs during or in the course of Company's operations within the Town of Mashpee; (ii) intentional damage to the company's assets; (iii) intentional disclosure of the company's confidential information contrary to the company's policies; (iv) breach of Company's obligations under this Agreement; (v) intentional breach of any of company's policies; (vi) the willful and continued failure by the Company to substantially perform the duties for the company (other than as a result of incapacity due to physical or mental illness); or (vii) willful conduct by Company that is demonstrably and materially injurious to the company, monetarily or otherwise. For purposes of this paragraph, an act, or a failure to act, shall not be deemed willful or intentional, as those terms are defined herein, unless it is done, or omitted to be done, by the Company in bad faith or without a reasonable belief that the Company's action or omission was in the best interest of company. Failure to meet performance standards or objectives, by itself, does not constitute "Cause."

15. Failure to Commence Operation and/or Relocation

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

16. Governing Law

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

17. Amendments/Waiver

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

18. Severability

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

19. Successors/Assigns

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

20. Headings

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

21. Counterparts

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

22. Signatures

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

23. Entire Agreement

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

24. Notices

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

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

To Company: Robert V. Catania
CEO, Co-Owner
CCE CAT, LLC
800 Falmouth Road, Unit 101C
Mashpee, MA 02649

25. Retention of Regulatory Authority

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

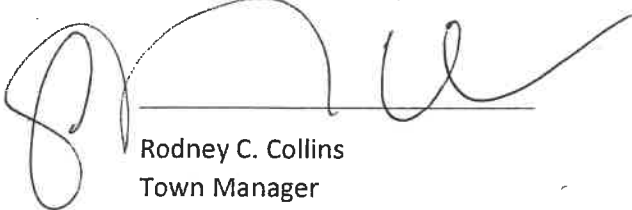
26. Third Parties

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

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

TOWN OF MASHPEE,

CCE CAT, LLC



Rodney C. Collins
Town Manager



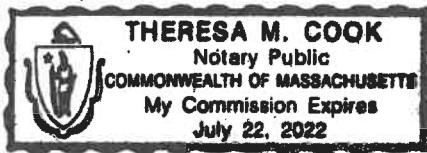
By: Robert V. Catania
Its: CEO

RATIFIED BY BOS 5/20/19

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this 28 day of MAY, 2019, before me, the undersigned Notary Public, personally appeared the above-name Rodney C. Collins, proved to me by satisfactory evidence of identification, being (check whichever applies): _____ driver's license or other state or federal governmental document bearing a photographic image, _____ oath or affirmation of a credible witness know to me who knows the above signatory, or ☒ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.

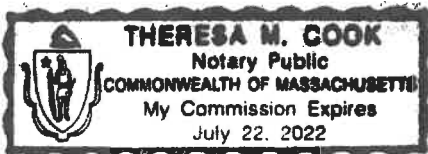


Theresa M. Cook
Notary Public: Theresa M. Cook
My commission Expires: July 22, 2022

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this 28 day of MAY, 2019, before me, the undersigned Notary Public, personally appeared the above-name ROBERT V. CATANIA proved to me by satisfactory evidence of identification, being (check whichever applies): ☒ driver's license or other state or federal governmental document bearing a photographic image, _____ oath or affirmation of a credible witness know to me who knows the above signatory, or _____ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.



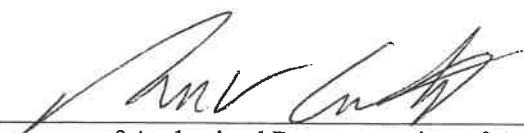
Theresa M. Cook
Notary Public: Theresa M. Cook
My commission Expires: July 22, 2022

Host Community Agreement Certification Form

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

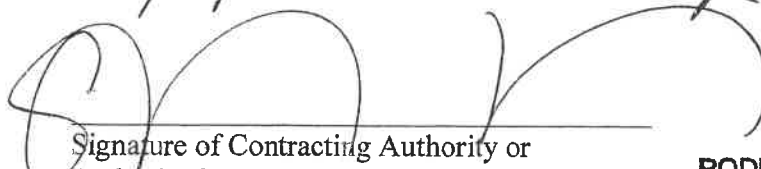
Applicant

I, Robert V. Cadania, (insert name) certify as an authorized representative of CCE CAT LLC (insert name of applicant) that the applicant has executed a host community agreement with Town of Mashpee (insert name of host community) pursuant to G.L.c. 94G § 3(d) on 5-28-19 (insert date).

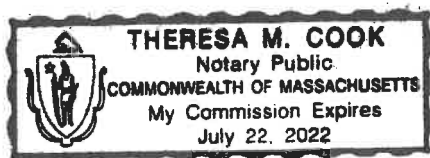

Signature of Authorized Representative of Applicant

Host Community

I, Rodney C. Collins, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Mashpee (insert name of host community) to certify that the applicant and Town of Mashpee (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 5/28/2019 (insert date).


Signature of Contracting Authority or
Authorized Representative of Host Community

RODNEY C. COLLINS
Town Manager



Rodney C. Collins; Personally Known to me
Theresa M. Cook 5/28/2019
Notary Public
My Commission Expires July 22, 2022



TOWN OF MASHPEE

OFFICE OF SELECTMEN

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

MEMORANDUM

TO: Rodney C. Collins – Town Manager;
Chair Carol A. Sherman and the Honorable Members of the Board of Selectmen

FROM: Terrie M. Cook – Administrative Assistant

DATE: August 19, 2021

SUBJ: October 18, 2021 Annual Town Meeting Warrant Draft #2

Draft #2 of the October 18, 2021 Annual Town Meeting Warrant [twenty-eight (28) articles]

- There are eighteen (18) articles submitted by various Departments and/or Boards.
- There are ten (10) articles submitted by petition as follows: one (1) “Step 1” road taking article; two (2) “Step 2” road taking articles; one (1) proposed single use plastic bottle ban; six (6) zoning articles with regard to solar energy.
- The articles are numbered but are “subject to change”.

The Board still has to vote on its recommendations on the following articles:

- Articles 23 through 28 – Solar Energy petition articles.

Thank you.

**TOWN OF MASHPEE
MASHPEE HIGH SCHOOL
500 OLD BARNSTABLE ROAD
MASHPEE, MA 02649
ANNUAL TOWN MEETING
MONDAY, OCTOBER 18, 2021**

Barnstable, ss:

Greetings to the Constables of the Town,

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and summon the inhabitants of the Town of Mashpee who are qualified to vote in the elections to meet at the Mashpee High School on Monday, the 18th day of October 2021 at 7:00 p.m. for the following purposes:

To act on the articles contained in the following Warrant:

Article 1

To see if the Town will vote to authorize the Board of Selectmen to petition the General Court pursuant to Section 8 of the Home Rule Amendment to the Constitution of the Commonwealth of Massachusetts (Article 89) for an amendment to the Mashpee Home Rule Charter striking out the words "Board of Selectmen" or "Selectmen" wherever they appear in said Charter and inserting in place thereof the words "Select Board", and to strike out the definition of Board of Selectmen set forth in Section 1-7 of the Charter and insert in place thereof: **"Select Board.** The words "Select Board" shall mean the board of persons referred to in the General Laws of Massachusetts and heretofore in this Charter as the Board of Selectmen."; further, subject to, in furtherance of, and consistent with said Charter amendment, to amend Chapter 4, Article II, §4-2 of the Mashpee General Bylaws by substituting the term "Select Board" for "Board of Selectmen" and adding the following sentence: "For purposes of these bylaws, the Select Board shall assume and retain the status of the formerly designated Board of Selectmen and shall assume all powers and duties vested in a board of selectmen by general or special law, home rule charter, these bylaws or other applicable authority."; to amend Article XVI, §174-91 of the Zoning Bylaws by substituting the term "Select Board" for "Board of Selectmen", and further, by deleting, in every other instance in which they appear in the General Bylaws, with the exception of Chapter 1, Article I, §1-1, and in the Zoning Bylaw the terms "Board of Selectmen" and "Selectmen" and inserting in their place, the words "Select Board";

or take any other action relating thereto.

Submitted by the Board of Selectmen

Explanation: This article will change the name of the Board of Selectmen to Select Board.

The Board of Selectmen recommends approval of Article by a vote of 5-0

The Finance Committee recommends approval of Article by a vote of

Article 2

To see if the Town will vote pursuant to G.L. c. 40, §§15 & 15A to authorize the Board of Selectmen to transfer title, care, management, custody and/or control of the real property identified as 108 Commercial Street (Mashpee Assessors Map 81, Parcel 130) to the Mashpee Affordable Housing Trust for purposes of developing affordable housing, and, further, to authorize the Board of Selectmen to prepare and execute such agreements, deeds and other instruments necessary to effect said transfer upon such terms and conditions as the Selectmen shall deem to be in the interest of the Town, or take any other action relating thereto.

Submitted by the Board of Selectmen

Explanation: This article seeks Town Meeting authorization to transfer care, management, and control of the subject parcel of Town owned land to the Affordable Housing Trust for the purposes of developing affordable housing.

The Board of Selectmen recommends approval of Article by a vote of 5-0

The Finance Committee recommends approval of Article by a vote of

Article 3

To see if the Town will vote to amend the General By-laws in accordance with the provisions of the Mashpee Home Rule Charter, Section 5-1(b), by adopting the following By-law as Division 1, Part 1, Chapter 1, Article V, §1-9, *Reorganization of Town Government; Department of Wastewater Management*, together with the Plan of Reorganization submitted herewith, which shall be appended to the Town By-laws in the form of an Administrative Code, and, further, to amend the provisions of the Town Bylaws Chapter 5, Article VI, Section 5-30 by adding Subsection "R" as follows: "R. The Town Manager shall appoint a Town Engineer." ; or take any other action in relation thereto.

Article V, §1-9. Reorganization of Town Government; Department of Wastewater Management.

Pursuant to the provisions of the Mashpee Home Rule Charter, Article V, Section 5-1(b), the Town Manager has adopted a Reorganization Plan for the orderly, efficient and convenient conduct of the business of the Town, dated _____, a copy of which is appended to the Administrative Code section of these Bylaws as Administrative Code III, which document is incorporated herein by reference. Said Reorganization Plan creates a new Department of Wastewater Management which shall be charged with supervision and operation of all public wastewater collection, treatment and disposal facilities in the Town under the direction and oversight of the Town Engineer, who shall be appointed by and report to the Town Manager. The provisions hereof and those of Administrative Code III shall remain in full force and effect until amended, supplemented or repealed in accordance with the provisions of the Charter, Section 5-1.

Submitted by the Board of Selectmen

Explanation: This article will create a Wastewater Management Department.

The Board of Selectmen recommends approval of Article by a vote of 5-0

The Finance Committee recommends approval of Article by a vote of

Article 4

To see if the Town will vote to appropriate and transfer the sum of \$10,600 from revenue available for appropriation with said funds distributed as follows: \$9,180 to the Sewer Commission Full Time Salaries Account, \$1,265 to the Sick Leave Incentive account, and \$155 to the Medicare expense account, or take any other action relating thereto.

Submitted by the Board of Selectmen

Explanation: This article will transfer funds to cover a shortfall in the Town Engineer's salary and associated accounts.

The Board of Selectmen recommends approval of Article by a vote of 5-0

The Finance Committee recommends approval of Article by a vote of

Article 5

To see if the Town will vote to amend Section 174-48.1 Subsection B (Plan Review Committee) of the Mashpee Zoning Bylaws by adding "Town Engineer," as follows:

B. Membership of the Plan Review Committee shall consist of the Town Engineer, Building Inspector, Health Agent, Town Planner, Conservation Agent, Fire Chief, Police Chief, Director of Public Works and Town Manager or their designees. The Committee may organize itself in any way it deems appropriate and establish rules and procedures it deems necessary for the performance of its functions. The Committee may meet as a group to discuss projects, in which case it shall follow the requirements of the "Open Meeting Law", or it may establish procedures under which, for certain types of uses, the members may file individual recommendations regarding a project with the Building Inspector, who shall compile the Committee's decision or recommendation letter, provide it to the applicant and, if appropriate, to the Special Permit granting authority, and record it with the Town Clerk.

or take any other action relating thereto.

Submitted by the Board of Selectmen

Explanation: This warrant article would add the newly appointed Town Engineer and any successors to that position as a member of the Plan Review Committee whose duties are to advise the Building Inspector, Board of Selectmen, Planning Board and Board of Appeals on matters related to the areas of expertise of its members, and to provide informal advice and review to prospective applicants for permits.

The Board of Selectmen recommends approval of Article by a vote of 5-0

The Finance Committee recommends approval of Article by a vote of

Article 6

To see if the Town will vote to rescind the authority to issue the following un-issued balances of authorized bonds or notes pursuant to the votes adopted under the following articles to the extent not previously exercised, or take any other action relating thereto.

Submitted by the Town Treasurer

<u>Town Meeting</u>	<u>Article #</u>	<u>Balance</u>	<u>Purpose</u>
May 1, 2001	17	\$ 275,000.00	Mashpee River Dredge
May 5, 2008	16	\$ 50,000.00	Solar Power/ Senior Center
May 1, 2017	15	\$1,141,318.35	Quashnet School Building
May 1, 2017	36	\$ 600,830.00	Chapter 90/ 2019

Explanation: This article is for the purpose of rescinding loans authorized for capital projects that have been completed or never started. This will enable the Town Accountant to remove the un-issued balances.

The Board of Selectmen recommends approval of Article by a vote of 5-0

The Finance Committee recommends approval of Article by a vote of

Article 7

To see if the Town will vote to appropriate and transfer \$50,000 from the Principal Temp Borrow Outside 2 ½ account to the Principal Temporary Borrowing Inside 2 ½ account and vote to transfer \$2,720 from Interest Temp Borrow Inside 2 ½ to the Interest Temp Borrow Outside 2 1/2 or take any other action relating thereto.

Submitted by the Town Treasurer

Explanation: This article is for the purpose of distributing the funds in the proper accounts due to the actual interest on BANS issued 5-12-21. These funds could not be appropriated in annual Town meeting as the Bonding was completed after the warrant article submission. The reduction in temporary borrowing interest outside 2 ½ and Principal Temp Borrow outside 2 ½ will reduce the outside 2 ½ portion of the tax rate.

The Board of Selectmen recommends approval of Article by a vote of 5-0

The Finance Committee recommends approval of Article by a vote of

Article 8

To see if the Town will vote to appropriate and transfer the sum of \$2,256.25 from revenue available for appropriation to pay the previous fiscal year's unpaid bills as follows:

Visiting Nurse Association of Cape Cod \$2,256.25

or take any other action relating thereto.

Submitted by the Board of Health

Explanation: This article is necessary to pay bills received after the end of a previous fiscal year.

The Board of Selectmen recommends approval of Article by a vote of 5-0

The Finance Committee recommends approval of Article by a vote of

Article 9

To see if the Town will vote to appropriate and transfer the sum of \$_____ from revenue available for appropriation to the CARES Act, or take any other action relating thereto.

Submitted by the Finance Director

Explanation: These funds are to cover expenses incurred due to the COVID-19 pandemic. The Town has exhausted our allocation of CARES Act federal funding and these expenses may be deemed ineligible under the FEMA reimbursement program. Any funds appropriated through this article can only be utilized for COVID related expenses. After all expenses and liabilities have been paid, any remaining balance of this appropriation will revert back to the general fund.

The Board of Selectmen recommends approval of Article by a vote of 5-0

The Finance Committee recommends approval of Article by a vote of

Article 10

To see if the Town will vote to raise, appropriate or transfer the sum of \$9,625 from revenue available for appropriation to the Sewer Commission Professional & Technology Account for aerial photography of the entire Town, or take any other action relating thereto.

Submitted by the Town Engineer

Explanation: This article is to fund aerial photography for use in future surveying for all phases of the Town's wastewater projects.

The Board of Selectmen recommends approval of Article by a vote of 5-0

The Finance Committee recommends approval of Article by a vote of

Article 11

To see if the Town will vote to appropriate and transfer pursuant to the provisions of M.G.L. Chapter 44B, §6 to Reserve from the FY 2022 estimated Community Preservation revenues, the following amounts:

\$198,834	10% for Open Space/Recreational Purposes
\$198,834	10% for Historic Preservation Purposes
\$198,834	10% for Affordable Housing Purposes
\$1,351,834	to the FY 2022 Community Preservation Fund Budget for Appropriation Reserve as recommended by the Community Preservation Committee, or take any other action relating thereto.

Submitted by the Community Preservation Committee

Explanation: This article is required annually to set aside the 10% Reserves of the estimated Community Preservation Funds for Open Space/Recreation Purposes, Historic Preservation Purposes and Affordable Housing Purposes and to fund the Budget for Appropriation Reserve.

The Community Preservation Committee voted to approve this article to set aside the 10% Reserves and Budget for Appropriation Reserve to be available for use in fiscal year 2022 as certified by the Finance Director and reflected in the FY 2022 CP-1. The total FY22 appropriation to the 10% Reserves and Budget for Appropriation Reserve is \$1,948,336.

The vote of the Community Preservation Committee was unanimous 9-0 in support of this article.

The Board of Selectmen recommends approval of Article by a vote of 5-0

The Finance Committee recommends approval of Article by a vote of

Article 12

To see if the Town will vote to appropriate and transfer from the Community Preservation Budget for Appropriation Reserve in accordance with the provisions of M.G.L., Chapter 44B, §5, the sum of \$425,000 for the purpose of funding the Ockway Bay Boat Ramp Improvement Project Phase III, including necessary costs and expenses related thereto, as recommended by the Community Preservation Committee, or take any other action relating thereto.

Submitted by the Community Preservation Committee

Explanation: The Ockway Bay Boat Ramp is one of the Town's three public launch facilities for boating access and it is used year round by recreational boaters and fishermen. The boat ramp is also utilized by the DNR and for the Town's shellfish propagation program. Phase III would replace the concrete boat ramp and install a concrete scour pad at the end of the ramp. The 35-year old ramp has deteriorated due to salt water corrosion. If funding is received the project would be completed in Winter/Spring 2022. Design and permitting for the \$450,000 project will be funded through the DPW/DNR or Waterways Commission budgets.

The vote of the Community Preservation Committee was unanimous 9-0 in support of this article.

The Board of Selectmen recommends approval of Article by a vote of 5-0

The Finance Committee recommends approval of Article by a vote of

Article 13

To see if the Town will vote to appropriate and transfer the sum of \$50,000 from revenue available for appropriation to the Natural Resources Waterways Expense Account, or take any other action relating thereto.

Submitted by the Department of Natural Resources

Explanation: This will provide funds for consulting services to request funding through the Seaport Economic Council by way of Coastal Zone Management and The University of Massachusetts Boston: Urban Harbors Institute for a Mashpee Municipal Harbor Management Plan. All funds will be used to implement a state approved Harbor Management Plan.

The Board of Selectmen recommends approval of Article by a vote of 5-0

The Finance Committee recommends approval of Article by a vote of

Article 14

To see if the Town will vote to prohibit overnight occupancy on Town issued moorings within Mashpee Estuarine systems. Revisions to Mashpee Bylaws Ch.170- 9 A, or take any other action relating thereto.

Submitted by the Department of Natural Resources

Explanation: This article is necessary to protect vital shellfish habitat located within mooring fields from potential spillage or failure due to prolonged Marine Sanitation Device (MSD) usage within the mooring fields. If article is not supported all mooring fields within Mashpee may be shut down to the recreational and commercial harvest of shellfish during the months of May, June, July, August, and September. (Bylaw Creation).

The Board of Selectmen recommends approval of Article by a vote of 5-0

The Finance Committee recommends approval of Article by a vote of

Article 15

To see if the Town will vote to amend town Bylaw under the Waterways, Use of Ch.170- 4 Speeds to read: "Maximum Speed for watercraft is "Slow, No Wake" (Headway Speed) 4.) On the following bodies of tidal water: a.) Great River b.) Little River c.) Santuit River, d.) Mashpee River e.) Ockway Bay f.) Shoestring bay and Simmons Narrows, or take any other action relating thereto.

Submitted by the Department of Natural Resources

Explanation: This article is necessary to clarify No Wake zones within Mashpee Town Waters. Ockway bay and all of Great River should be considered a "No Wake" zone per Ch.170-4 sec. 3 : No wakes within 150 ft. from shore, bathers, vessels propelled by means other than machinery, vessels not underway, and commercial and private docking or mooring areas. There is NO marked channel in neither the Upper Great River region nor Ockway Bay. Bylaw currently reads "except in planning channel" for both Upper Great River and Ockway Bay, but none exist.

The Board of Selectmen recommends approval of Article by a vote of 5-0

The Finance Committee recommends approval of Article by a vote of

Article 16

To see if the Town will vote to appropriate and transfer the sum of \$350,000 from revenue available for appropriation to fund a diagnostic study of Mashpee-Wakeby Pond, or take any other action relating thereto.

Submitted by the Department of Natural Resources

Explanation: This article is necessary to fund a diagnostic study of Mashpee Wakeby Pond to determine necessary nutrient mitigation, public access improvements, and water quality management practices and improvements. All funds appropriated will be for sole use for funding a Mashpee Wakeby Diagnostic Study and/ or implementation of recommended water quality improvements suggested by the awarded consultant.

The Board of Selectmen recommends approval of Article by a vote of 5-0

The Finance Committee recommends approval of Article by a vote of

Article 17

To see if the Town will vote to appropriate and transfer the sum of \$19,050 from revenue available for appropriation to the Natural Resources Waterways Expense Account, or take any other action relating thereto.

Submitted by the Department of Natural Resources

Explanation: This article is necessary to fund The Watershed Based Solutions to Increase Resilience to Harmful Algal Blooms in Santuit Pond in a Warmer and Wetter Climate. All funds appropriated will be for sole use in funding recommended water quality improvements as outlined in the AECOM 2010 Santuit Pond Diagnostic Study.

The Board of Selectmen recommends approval of Article by a vote of 5-0

The Finance Committee recommends approval of Article by a vote of

Article 18

To see if the Town will vote to appropriate and transfer the sum of \$9,000 from revenue available for appropriation to the Election/Registrations Expense Account to purchase six (6) Election Poll Pads and six (6) Election Poll Pad printers, or take any other action relating thereto.

Submitted by the Town Clerk

Explanation: In order to prepare for an election, the Town Clerk's Office is required by Massachusetts General Laws to provide check-in and check-out voter books. Mashpee currently has over 12,000 voters divided into five precincts. The reams of paper required to prepare for an election increases exponentially based on the election. This October town meeting will require a minimum of six out of ten reams of paper. These poll pads would save the Town paper, money, and will expedite the check-in process for both town meeting and elections.

The Board of Selectmen recommends approval of Article by a vote of 5-0

The Finance Committee recommends approval of Article by a vote of

Article 19

To see if the Town will vote to authorize and empower the Board of Selectmen to prepare a plan laying out and defining Canonchet Avenue and to accomplish said purpose and for expenses related thereto, the Town vote to appropriate and transfer from revenue available for appropriation \$5,000* to the Canonchet Avenue Roadways Account, or take any other action relating thereto.

SEE MAP IN APPENDIX A

Submitted by Petition

Explanation: This article authorizes the Town to layout and define Canonchet Avenue and to appropriate funding for that purpose.

The Board of Selectmen recommends approval of Article by a vote of 5-0

The Finance Committee recommends approval of Article by a vote of

Article 20

To see if the Town will vote to accept the layouts as public ways of Cedar Street, Chestnut Street, Devon Street, Ash Street, Hawthorne Street, and Gina's Way as shown on plans entitled "Cedar Street, Devon Street, Ash Street, Road Taking Plan," in Mashpee, MA (Barnstable County), dated January 28, 2021 and prepared by Cape & Islands Engineering, Inc., which layouts shall have been filed in the Office of the Town Clerk not later than seven days prior to the date of vote hereunder, and to authorize the Board of Selectmen to acquire by gift, purchase, or eminent domain taking any land necessary for the purposes of such ways as so laid out, and to appropriate the sum of \$ 311,010.00 to the "Cedar Street, Chestnut Street, Devon Street, Ash Street, Hawthorne Street, and Gina's Way" Roadways Account, and to raise said appropriation, the Treasurer, with the approval of the Board of Selectmen, be authorized to borrow at one time, or from time to time, under and pursuant to Chapter 44 Section 7 or 8, or any other enabling authority for such purchase or taking and layout, including costs of constructing such ways, and legal financing, and other costs incidental and related thereto, and further authorize the Board of Selectmen to assess betterments to the owners of the land abutting the ways. Any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount, or take any other action relating thereto.

SEE MAP IN APPENDIX A

Submitted by Petition

Explanation: This article authorizes the Town to complete the private to public road conversion process for Cedar Street, Chestnut Street, Devon Street, Ash Street, Hawthorne Street, and Gina's Way.

The Board of Selectmen recommends approval of Article by a vote of 5-0

The Finance Committee recommends approval of Article by a vote of

Article 21

To see if the Town will vote to accept the layouts as public ways of Oldham Circle, as shown on plans entitled "Oldham Circle, Road Taking Plan," in Mashpee, MA (Barnstable County), dated December 20, 2020 and prepared by Cape & Islands Engineering, Inc., which layouts shall have been filed in the Office of the Town Clerk not later than seven days prior to the date of vote hereunder, and to authorize the Board of Selectmen to acquire by gift, purchase, or eminent domain taking any land necessary for the purposes of such ways as so laid out, and to appropriate the sum of \$ 387,906.75 to the "Oldham Circle" Roadways Account, and to raise said appropriation, the Treasurer, with the approval of the Board of Selectmen, be authorized to borrow at one time, or from time to time, under and pursuant to Chapter 44 Section 7 or 8, or any other enabling authority for such purchase or taking and layout, including costs of constructing such ways, and legal financing, and other costs incidental and related thereto, and further authorize the Board of Selectmen to assess betterments to the owners of the land abutting the ways. Any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount, or take any other action relating thereto.

SEE MAP IN APPENDIX A

Submitted by Petition

Explanation: This article authorizes the Town to complete the private to public road conversion process for Oldham Circle.

The Board of Selectmen recommends approval of Article by a vote of 5-0

The Finance Committee recommends approval of Article by a vote of

Article 22

To see if the Town will vote to adopt the following as a general by-law and to insert it into the Code of the Town of Mashpee, Massachusetts.

Section 1. Sale of Single-use Plastic Water Bottles

Effective on September 30, 2022, it shall be unlawful to sell non-carbonated, unflavored drinking water in single-use plastic bottles of less than one gallon in the Town of Mashpee. Enforcement of this regulation will begin September 30, 2022.

Section 2. Definitions

A single-use plastic bottle is a beverage container made from any type of plastic resin.

Section 3. Exemptions

Sales or distribution of non-carbonated, unflavored drinking water in single-use plastic bottles occurring subsequent to a declaration of emergency (by the Emergency Management Director or other duly authorized Town, County, Commonwealth or Federal official) affecting the availability and/or quality of drinking water to residents of the Town shall be exempt from this bylaw until seven days after the declaration has ended.

Section 4. Enforcement

Enforcement of this article shall be the responsibility of the Town Manager or his/her designee. The Town Manager shall determine the inspection process to be followed, incorporating the process into other Town duties as appropriate.

Any establishment conducting sales in violation of this article shall be subject to a non-criminal disposition fine as specified in G. L. Chapter 40 § 21D. The following penalties apply:

- First violation: Written warning
- Second violation: \$150 fine
- Third and subsequent violations: \$300 fine

Each day a violation continues constitutes a separate violation, incurring additional fines.

Any such fines collected shall be payable to the Town of Mashpee.

All businesses will be routinely inspected until the Town Manager deems the inspection to no longer be required, or take any other action relating thereto.

Submitted by Petition

Explanation: Single-use plastic bottles impact environmental health, and the health and longevity of other species, who may ingest plastic as food. Ultimately, plastic re-enters the human food chain where the adverse consequences are both known and emerging. Plastics pollute and impact our environment across their lifecycle from production to use to disposal.

Over 1,500 single-use plastic water bottles are used and discarded in the U.S. per second. Elimination of the use of single-use plastic water bottles will have a significant impact on future plastic-based pollution including the nation's greenhouse gas footprint and is consistent with protection of the natural environment in Mashpee, Barnstable County, our nation and our earth, which we have a common responsibility to protect and steward, or take any other action relating thereto.

The Board of Selectmen recommends approval of Article by a vote of 3-2

The Finance Committee recommends approval of Article by a vote of

Article 23

To see if the Town will vote to amend Article VII Land Space Requirement, Section 174-31, Land Space Requirement Table by adding footnote "25" to "maximum of lot coverage (percent)." Footnote 25 would read as follows:

Structures erected solely for the purpose of roof-mounted solar energy systems in permitted parking lots/areas shall not contribute to a parcel's lot coverage maximum but shall comply with all setback criteria of the applicable zoning district. For medium and large scale solar energy systems requiring a special permit from the Planning Board, pursuant to Sec XXXX Solar Energy Systems Overlay District, the Planning Board may, at its sole discretion, approve in its decision a solar energy system whose lot coverage exceeds 20% in consideration of site specific conditions.

Submitted by Petition

Explanation: Rationale and support for zoning change to enhance the density of solar projects in Mashpee: In 2018 the Commonwealth of Massachusetts put forth a new solar initiative called the Smart program. This groundbreaking concept will help Massachusetts be a leader in solar energy. Given the high cost of land in Mashpee, it is essential to achieve enough density to make a solar project meaningful. The proposed footnote to the By-Law will give the planning board sufficient tools and oversight to achieve an appropriate balance between solar project density and the needs of the community.

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article 24

To see if the Town will vote to amend §174-3 of the Mashpee Zoning By-Law, Terms Defined as follows:

Photovoltaic System (also referred to as Photovoltaic Installation): An active solar energy system that converts solar energy directly into electricity.

Rated Nameplate Capacity: The maximum rated output of electric power production of a photovoltaic system in watts of Direct Current (DC).

Solar Collector: A device, structure or a part of a device or structure for the primary purpose of harvesting solar energy for use in a solar energy system.

Solar Energy: Radiant energy received from the sun that can be collected in the form of heat or light by a solar collector.

Solar Energy System: A device or structural design feather for the collection, storage and distribution of solar energy for space heating or cooling, electricity generation or water heating.

Solar Energy System, Active: A solar energy system that collects and transforms solar energy into another form of energy or transfers heat from a solar collector to another medium, via mechanical, electrical or chemical means.

Solar Energy System, Grid-Intertie: A photovoltaic system or other active solar energy system designed to generate electricity that is connected to an electric circuit served by an electric utility.

Solar Energy System, Ground-Mounted: An active solar energy system that is structurally mounted to the ground and is not roof-mounted; may be of any size (small-, medium- or large-scale).

Solar Energy System, Large Scale: An active solar energy system that occupies more than 40,000 square feet of surface area (equivalent to a rated nameplate capacity of about 250kW DC or greater).

Solar Energy System, Medium Scale: An active solar energy system that occupies more than 1,750 but less than 40,000 square feet of surface are (equivalent to a rated nameplate capacity of about 10-150 kW DC).

Solar Energy System, Off-Grid: A photovoltaic system or other active solar energy system designed to generate electricity in which the circuits energized by the solar energy system are not electrically connected in any way to electric circuits that are served by an electric utility.

Solar Energy System, Passive: A solar energy system that captures solar light or heat without transforming it to another form of energy or transferring the energy via a heat exchanger.

Solar Energy System, Roof-Mounted: An active solar energy system that is structurally mounted to the roof of a building or structure; may be of any size (small-, medium- or large-scale).

Solar Energy System, Small-Scale: An active solar energy system that occupies 1,750 square feet of surface area or less (equivalent to a rated nameplate capacity of about 15 kW DC or less).

Submitted by Petition

Explanation: This amendment serves to define terms that are used in the new proposed Solar Energy Systems Overlay District.

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article 25

To see if the Town will vote to amend §174-4, Enumeration of Districts by adding
SOLAR ENERGY SYSTEMS OVERLAY DISTRICT

Submitted by Petition

Explanation: This article would create and establish a Solar Energy System Overlay District as enumerated in proposed Section 174-47.7.

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article 26

To see if the Town will vote to amend §174-5, Establishment of Zoning Map by adding §174-5 (H) as follows:

The Solar Energy Systems Overlay District shall include all of the parcels of land described as follows:
All of the land as shown on Town of Mashpee Assessor Fiscal Year 2021 Tax Maps: 72-117; 72-113; 72-112; 72-111; 72-110; 72-118; 79-80; 79-79; 79-71; 79-72; 79-73; 79-74; 79-75; 79-76; 79-77 and 79-78.

All are located in the R-5 and C-2 Zoning District.

Submitted by Petition

Explanation: This Article is intended to define by reference to the Mashpee Assessor Fiscal Year 2021 tax maps, the land within the Solar Energy Systems Overlay District that should be attached to this zoning map.

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article 27

To see if the Town will vote to amend §174-25 (H)(12) of the Mashpee Zoning By Law "Table of Use Regulations by adding "SP" under Zoning Districts R-5 and C-2

TYPE OF USE	RESIDENTIAL		COMMERCIAL			INDUSTRIAL
	R-3	R-5	C-1	C-2	C-3	I-1
Medium-scale and Large-scale Ground mounted Solar Energy Systems, provided that neighboring properties are effectively protected from any significant adverse impacts from glare, that any such systems are properly fenced or otherwise secured, and that no hazardous materials are stored in quantities greater than permitted by other sections of this By-Law, subject to approval by the Plan Review Committee and Design Review Committee (Allowed by SP under 174-45.7 only in the Solar Energy System Overlay District).		SP		SP		PR

Submitted by Petition

Explanation: This article would allow the development of medium and large scale solar energy systems in the residential (R-5) and commercial (C-2) zoning districts with a Special Permit from the Planning Board provided they are within the Solar Energy Systems Overlay District.

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article 28

To see if the Town will vote to establish within the Town of Mashpee a Solar Energy System Overlay District by adding a new Section 174-45.7as follows:

SOLAR ENERGY SYSTEMS OVERLAY DISTRICT

A. Purpose and Intent

1. This section promotes the creation of new small, medium and large-scale, ground-mounted solar energy systems overlay district, in the areas which are delineated on a map dated January 25, 2021 and entitled "Solar Energy Systems Overlay District, ROUTE 151, ALGONQUIN AVENUE AND OLD BARNSTABLE ROAD, Mashpee, Massachusetts," (attached hereto) and which shall be considered as superimposed over other districts established by the zoning by-laws of the Town. This map, as it may be amended from time to time, is on file with the office of the Town Clerk and with any explanatory material therein, is hereby made a part of this chapter, by providing standards for the placement, design, construction, operation, monitoring, modification and removal of such installations that address public safety, minimize impacts on scenic, natural and historic resources and for providing adequate financial assurance for the eventual decommissioning of such installations. This Overlay District Ordinance is adopted pursuant to the Commonwealth of Massachusetts Green Communities Act and Massachusetts General Laws Chapter 40A Section 3.
2. Uses, other than Solar Energy Systems, otherwise not permitted in the portions of a zoning district superimposed by this district shall not be permitted in this district.
3. The Solar Energy Systems Overlay District shall include all of the land within the lines described in subsection B, which are in the R-5 and C-2 zoning districts. Medium and large scale solar energy systems located in the industrial zoning district (I-1) are exempt from the requirements of this chapter and require approval only from the Plan Review Committee pursuant to the applicable dimensional criteria of the zoning district.

B. Bounds

1. Including all of the land within the following described lines:

Property Description: The land in the Town of Mashpee, Barnstable County, Massachusetts beginning at the Northeast corner of the premises at Route 151; thence

South 05°54'17" West, a distance of 203.10'; thence

South 82°22'02" East, a distance of 107.07'; thence

South 08°34'16" West, a distance of 154.18'; thence

South 84°05'40" East, a distance of 272.51'; thence

South 09°46'40" West, a distance of 1,026.79' by Algonquin Avenue; thence

North 77°51'29" West, a distance of 320.36' by Old Barnstable Road; thence

South 89°31'13" West, a distance of 731.65' by Old Barnstable Road; thence

North 73°24'07" West, a distance of 125.90' by Old Barnstable Road; thence

North 66°44'57" West, a distance of 568.90' by Old Barnstable Road; thence

Northerly along centerline old brick yard road West, a distance of 1,080'+/-; thence

North 83°31'22" West, a distance of 27.59' +/- to ditch; thence

Northerly along ditch West a distance of 175'+/-; thence

North 85°34'30" East a distance of 5'+/-; thence

North 24°26'35" West, a distance of 150.11' to Old Barnstable Road; thence

With a curve turning to the left with an arc length of 76.29' by Route 151 with a radius of 4,189.42' to a concrete bound; thence

South 09°02'50" East, a distance of 159.61'; thence

South 10°46'40" East a distance of 42.72'; thence

South 04°15'30" East, a distance of 206.16'; thence

South 76°43'49" East, a distance of 300.57'; thence

North 09°46'40" East, a distance of 433.00' to Route 151; thence

South 84°05'40" East, a distance of 63.18' by Route 151; thence

With a curve turning to the left with an arc length of 37.30' with a radius of 25.00'; thence

South 09°46'40" West, a distance of 154.04'; thence

South 80°13'20" East, a distance of 199.99'; thence

North 09°46'36" East, a distance of 190.94' to Route 151; thence

South 84°05'40" East, a distance of 405.08' along Route 151, which is the point of beginning and having an area of 39.674 acres.

Meaning and intending to include all of the land as shown on Town of Mashpee Assessor Fiscal Year 2021 Tax Maps: 72-117; 72-113; 72-112; 72-111; 72-110; 72-118; 79-80; 79-79; 79-71; 79-72; 79-73; 79-74; 79-75; 79-76; 79-77 and 79-78.

C. Permitted Uses

Within the Solar Energy Systems Overlay District, the following uses are permitted provided all necessary permits, orders and approvals required by local, state and federal law are obtained.

1. Any medium or large scale solar energy system shall be allowed in the Solar Energy Overlay District only after the issuance of a Special Permit by the Planning Board. In issuing such Special Permit, the Board shall ensure that neighboring properties are effectively protected from any significant adverse impacts from glare that any such systems are properly fenced or otherwise secured and that no hazardous materials are stored in quantities greater than permitted by other sections of this by-law, subject to approval by the Plan Review Committee and Design Review Committee.
2. The Solar Energy System's owner or operator shall maintain the facility in good condition. Maintenance shall include, but not be limited to, painting, structural repairs and integrity of security measures. Site access shall be maintained to a level acceptable to the local Fire Chief and Emergency Management Director. The owner or operator shall be responsible for the cost of maintaining the ground-mounted solar energy system and any access road(s).

D. Dimensional Criteria

Small, Medium and Large Scale Solar Energy Systems

1. Small, Medium and Large Scale Solar Energy Systems may be accessory to another principal structure or use provided that they satisfy the dimensional criteria and performance standards contained in this section.
2. Ground-mounted solar energy systems shall be set back a distance of at least 100 feet from a public or private way. The Planning Board may reduce the minimum setback distance as appropriate based on site-specific considerations.
3. Ground-mounted solar energy systems shall be set back a distance of at least 125 feet from any inhabited residence, and 100 feet from any property in residential use. For the purposes of this section, a residence is defined as a primary living structure and not accessory structures. The Planning Board may reduce the minimum setback distance as appropriate based on site-specific considerations.
4. Ground-mounted solar energy systems shall be set back a distance of at least 50 feet from any commercial property or use and 25 feet from any industrial property or use notwithstanding the provisions of paragraph 2 above (relative to medium and large scale solar energy systems). The Planning Board may reduce the minimum setback distance as appropriate based on site-specific considerations.
5. Ground-mounted solar energy systems shall be set back a distance of at least 50 feet from abutting conservation land and any property not included in the Ground-mounted solar array application. The Planning Board may reduce the minimum setback distance as appropriate based on site specific considerations.
6. Fixed tilt Ground-mounted solar energy systems shall have a maximum height of 15 feet above grade. In the case of single or dual axis tracking Ground-mounted solar energy systems, the Planning Board may increase the maximum height as appropriate based on site-specific considerations.
7. Inverters, energy storage systems, and transmission system substations shall be set back a distance of at least 200 feet from any residence. The Planning Board may reduce the minimum setback distance as appropriate based on site-specific conditions.

E. Special Permits Rules and Application Requirements

A Solar Energy System Special Permit shall not be granted unless each of the following requirements, in addition to the requirements in §174-24 C Special Permit use, are satisfied:

1. A properly completed and executed application form and application fee.
2. Any requested waivers. To this end, as part of its Special Permit decision, the Planning Board may, at its sole discretion, establish a lot coverage maximum that exceeds 20% in consideration of site specific conditions.
3. Name, address, phone number and signature of the project proponent, as well as all co-proponents or property owners, if any.
4. Names, contact information and signatures of any agents representing the project proponent.

5. Name, address and contact information for proposed system installer.
6. Documentation of actual or prospective access and control of the project site sufficient to allow for construction and operation of the proposed solar energy system.
7. Proposed hours of operation and construction activity.
8. Blueprints or drawings of the solar energy system signed by a Massachusetts licensed Registered Professional Engineer showing the proposed layout of the system and any potential shading from nearby structures.
9. Utility Notification: Evidence that the utility company that operates the electrical grid where a grid-intertie solar energy system is to be located has been informed of the system owner or operator's intent to install an interconnected facility and acknowledges receipt of such notification, and a copy of an Interconnection Application filed with the utility including a one or three line electrical diagram detailing the solar electric installation, associated components, and electrical interconnection methods, with all Massachusetts Electrical Code (527 CMR§ 12.00) compliant disconnects and overcurrent devices. Off-grid solar energy systems shall be exempt from this requirement.
10. Documentation of the major system components to be used, including the electric generating components, battery or other electric storage systems, transmission systems, mounting system, inverter, etc.
11. Preliminary Operation and Maintenance Plan for the solar energy system, which shall include measures for maintaining safe access to the installation, storm water management, vegetation controls, and general procedures for operational maintenance of the installation.
12. Abandonment and Decommissioning Plan: Any ground-mounted solar energy system which has reached the end of its useful life or has been abandoned (i.e., when it fails to operate for more than one year without the written consent of the Planning Board) shall be removed. The owner or operator shall physically remove the installation within 150 days of abandonment or the proposed date of decommissioning. The owner or operator shall notify the Planning Board by certified mail of the proposed date of discontinued operations and plans for removal. The Abandonment and Decommissioning Plan shall include a detailed description of how all of the following will be addressed:
 - (a) Physical removal of all structures; equipment, building, security barriers and transmission lines from the site, including any materials used to limit vegetation.
 - (b) Disposal of all solid and hazardous waste in accordance with local, state and federal waste disposal regulations.
 - (c) Stabilization or re-vegetation of the site as necessary to minimize erosion. The Planning Board may allow landscaping or below-grade foundations left *in situ* in order to minimize erosion and disturbance of the site.

- (d) Description of financial surety for decommissioning: Proponents of ground-mounted solar energy systems shall provide a form of surety, either through escrow account, bond or other form of surety approved by the Planning Board to cover the cost of removal in the event the Town must remove the installation and remediate the landscape, in an amount and form determined to be commercially reasonable by the Planning Board, but in no event to exceed more than 125 percent of the cost of removal and compliance with the additional requirements set forth herein, as determined by the project proponent and the Town. Such surety will not be required for municipal or state-owned facilities. The project proponent shall submit a fully inclusive estimate of the costs associated with removal, prepared by a qualified engineer. The amount shall include a mechanism for calculating increased removal costs due to inflation.
- (e) It shall be a condition of any special permit that all legal documents required to enable the Town to exercise its rights and responsibilities under the plan to decommission the site, enter the property and physically remove the installation shall be provided prior to the issuance of a building permit.

F. Required Performance Standards: Small, Medium and Large Scale Solar Energy Systems

1. Visual Impact Mitigation: The site plan for a ground-mounted solar energy system shall be designated to screen the array to the maximum extent practicable year round from adjacent properties in residential use and from all roadways.
2. All required setbacks shall be left in their undisturbed natural vegetated condition for the duration of the solar energy system's installation. In situations where the naturally vegetated condition within required setback is not wooded and does not provide adequate screening of the solar array, the Planning Board may require additional intervention including, but not limited to:
 - (a) A landscaping plan showing sufficient trees and understory vegetation, of a type common in natural areas of Mashpee, to replicate a naturally wooded area and to constitute a visual barrier between the proposed array and neighboring properties and roadways.
 - (b) Berms along property lines and roadways with suitable plantings to provide adequate screening to neighboring properties and roadways.
3. Lighting: Lighting of ground-mounted solar energy systems shall be limited to that required for safety and operational purposes, and shall be reasonably shielded from abutting properties. Lighting shall be directed downward and shall incorporate full cut-off fixtures to reduce light pollution.
4. Signage: Signs on ground-mounted solar energy systems shall comply with all applicable regulations of this by-law and/or any Town sign by-law. A sign shall be required to identify the owner, operator and interconnected utility and provide a 24-hour emergency contact phone number. Ground-mounted solar energy systems shall not be used for displaying any advertising signage.
5. Utility Connections: Within setback distances and except where soil conditions, location, property shape, and topography of the site or requirements of the utility provider prevent it, all utility connections from grid-intertie solar energy systems shall be placed underground. Electrical transformers for utility interconnections may be above ground if required by the utility provider.

6. **Vegetation Management:** All land associated with the ground-mounted solar energy system shall be covered and grown in natural vegetation. The height of vegetation must be managed by regular mowing or grazing so as to minimize the amount and height of combustible material available in case of fire. Herbicides, pesticides, or chemical fertilizers shall not be used to manage vegetation. To the greatest extent practicable, a diversity of plant species shall be used, with preference give to species that are native to New England. Use of plants identified by the most recent copy of the "Massachusetts Prohibited Plant List" maintained by the Massachusetts department of Agricultural Resources is prohibited. Management of all vegetated areas shall be maintained throughout the duration of the solar energy system's installation through mechanical means without the use of chemical herbicides.
7. **Noise Generation:** Noise generated by ground-mounted solar energy systems and associated equipment and machinery shall conform to applicable state and local noise regulations, including the DEP's Division of Air Quality Noise Regulations, 310 CMR 7.10.
8. **Fencing:** Fencing around solar arrays shall provide a minimum 6" clearance between the fence bottom and the ground to allow passage of small wildlife. The Planning Board shall require resident style fencing where necessary to screen the solar energy systems year round from adjacent residences.
9. **Land Clearing and Soil Erosion:** Clearing of natural vegetation and topsoil shall be limited to what is necessary for the construction, operation and maintenance of the ground-mounted solar energy system. No topsoil removed during construction shall be exported from the site.
10. **Erosion Control and Stormwater:** Erosion Control and Stormwater Management notation shall be included to show that adequate provisions against erosion and adverse impacts of runoff are appropriately mitigated.
11. **Emergency Services:** The ground-mounted solar energy system owner or operator shall provide a copy of the project summary, electrical schematic, and site plan to the Mashpee Fire Department and any other neighboring Fire Department upon request. Upon request the owner or operator shall cooperate with local emergency services in developing an emergency response plan. All means of shutting down the solar energy system shall be clearly marked. The owner or operator shall identify a responsible person for public inquiries throughout the life of the installation.

Submitted by Petition

Explanation: This section promotes the creation of new Solar Energy Systems Overlay District for small, medium and large-scale, ground-mounted solar energy systems on land with the Overlay District currently zoned R-5 and C-2 by providing standards for the placement, design, construction, operation, monitoring, modification and removal of such installations that address public safety, minimize impacts on scenic, natural and historic resources and for providing adequate financial assurance for the eventual decommissioning of such installation.

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

THIS CONCLUDES THE BUSINESS OF THE ANNUAL TOWN MEETING

And you are hereby directed to serve this Warrant by posting up attested copies thereof, one at the Town Hall, one at the Post Office, and one each on the bulletin boards, thirty days at least before said meeting.

Hereof fail not and make return of this Warrant with your doings thereon to the Town Clerk at the time and place of said meeting.

Given under our hands this 13th day of September in the year two thousand and twenty one.

Per Order of,
Board of Selectmen

Carol A. Sherman, Chair

David W. Weeden, Vice-Chair

Andrew R. Gottlieb, Clerk

John J. Cotton

Thomas F. O'Hara

APPENDIX A

