

AGENDA
BOARD OF SELECTMEN
MONDAY, DECEMBER 7, 2020
WAQUOIT MEETING ROOM
MASHPEE TOWN HALL
16 GREAT NECK ROAD NORTH
MASHPEE, MA 02649

MASHPEE TOWN CLERK

DEC 03 2020

RECEIVED BY: US

Virtual / Remote Meeting

Broadcast Live on Local Cable Channel 18

Public Call in Number: (508) 539-1400 extension 8585 for Public Comment and Public Hearings

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

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

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

MINUTES

Approval of the following: Monday, November 16, 2020 Regular and Executive Sessions

APPOINTMENTS & HEARINGS

- Public Comment: ***Call in Number (508) 539-1400 extension 8585***
- 6:35 pm – Public Hearing: Private Sign on Town Property 126 South Sandwich Road Mashpee, MA for AJ's Screening: Adam Giangregorio ***Call in Number (508) 539-1400 extension 8585***
- 6:40 pm – Public Hearing: 2021 Annual Alcoholic Beverage and Entertainment License Renewals ***Call in Number (508) 539-1400 extension 8585***
- 6:45 pm – Public Hearing: Liquor License Amendment Application for an Alteration of Premises of 25 Market St. Inc. d/b/a, Trevi Café located at 25 Market Street, Mashpee MA 02649: Susan Musto, Manager ***Call in Number (508) 539-1400 extension 8585***
- Update on Mashpee Wastewater Treatment Facility and Collection System Design: GHD, Inc.
- Discussion and Approval of Host Community Agreement with Ocean Grown Canna Collective (OGCC), LLC: Stephen Giatrelis

COMMUNICATIONS & CORRESPONDENCE

OLD BUSINESS

1. Update, Discussion and Possible Action Relative to COVID-19

NEW BUSINESS

1. Discussion and Approval of the Following Contracts: DPW Director Catherine Laurent
 - Portable Toilets; Trash & Recycling Collection Services
 - Disposal of Municipal Solid Waste: Gotta Do Contracting, LLC
 - Increase/Addition in Transfer Station Gate Fees
2. Update on the Cape and Islands Water Protection Trust: Andrew Gottlieb

Convene Joint Meeting with the Affordable Housing Trust

1. Discussion and Approval of the Minutes of Monday, February 10, 2020
2. Discussion and Approval of Termination of Memorandum of Agreement with Mashpee Housing Authority for Mashpee Housing Assistance Program II
3. Discussion and Approval of Authorization for the Town Manager to Solicit Quotes, and to Negotiate and Execute a Memorandum of Understanding or other Agreement Relative to Prospective Administration of the Mashpee Housing Assistance Program II

Adjournment of Affordable Housing Trust

LIAISON REPORTS

TOWN MANAGER UPDATES

EXECUTIVE SESSION

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

ADJOURNMENT

AGENDA
BOARD OF SELECTMEN
MONDAY, NOVEMBER 16, 2020
WAQUOIT MEETING ROOM
MASHPEE TOWN HALL
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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, November 2, 2020 Regular Session

APPOINTMENTS & HEARINGS

- Public Comment: ****Call in Number (508) 539-1400 extension 8585****
- 6:35 pm: Public Hearing: Tax Classification Hearing ****Call in Number (508) 539-1400 extension 8585****
- Presentation by Cape & Vineyard Electric Cooperative (CVEC): *CVEC Representatives: Liz Argo, Maria Marasco*
- Discussion and Approval of Special Event and Fire Permit on South Cape Beach: November 27, 2020: *Robert Weekes*
- Discussion and Approval of Acceptance of the Following Resignations:
 - Conservation Commission: Associate Member (Term Expires June 30, 2021): *Martin Bregman*
 - Conservation Commission: Member at Large (Term Expires June 30, 2022): *John Swartzbaugh*
- Discussion and Approval of Appointment to the Following:
 - Mashpee TV Board (Term Expires May 21, 2022): *Wayne Taylor*
 - Shellfish Commission-Associate Member (Term Expires June 30, 2021): *Vernon Pocknett*

COMMUNICATIONS & CORRESPONDENCE

OLD BUSINESS

1. Update, Discussion and Possible Action Relative to COVID-19

NEW BUSINESS

1. Discussion and Approval of Eversource Petitions for Cable and Conduit Locations for the Following:
 - Assistant Town Manager Wayne Taylor*
 - Petition #4103442: Main Street (Route 130) Hearing Held November 16, 2020 3 pm
 - Petition #4095406: Red Brook Road, Great Oak Road, Great Neck Road South Hearing Held November 16, 2020 3:05 pm
2. Discussion of Town Meeting Options
3. Discussion and Approval of Letter from the Environmental Oversight Committee re: Chapter 107: Nitrogen Control Bylaw
4. Discussion and Approval of Letter of Support for Cape Cod and Plymouth Regional Economic Development Organization "REDO" Grant Proposal
5. Discussion and Approval of January through June 2021 Board of Selectmen Meeting Schedule

ADDITIONAL TOPICS

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

LIAISON REPORTS

TOWN MANAGER UPDATES

EXECUTIVE SESSION

- Discussion of Police Captain Thomas Rose Personal Services Contract

RECONVENE OPEN SESSION

- ❖ Discussion, Approval and Ratification of Personal Services Contract: *Police Captain Thomas Rose*

ADDITIONAL TOPICS

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

1. Request for Additional Board of Selectmen Signatories

ADJOURNMENT

Board of Selectmen
Minutes
November 16, 2020

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

Meeting Called to Order by Chairman Cotton at 6:32 p.m.
Mashpee Town Hall, Waquoit Meeting Room

MINUTES

Monday, November 2, 2020 Regular Session:

The minutes were amended on page 7; To read: Vote: 4-1. Selectman O'Hara in opposition.

**Motion made by Selectman Gottlieb to approve the minutes of Monday, November 2, 2020 as amended.
Motion seconded by Selectman Sherman.**

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

APPOINTMENTS & HEARINGS

Public Comment: None at this time.

Public Hearing: Tax Classification Hearing:

The Board of Selectman opened the Public Hearing by reading aloud the notice on whether the Town of Mashpee should implement the Classification Act. Testimony would be heard as to what will be the Fiscal Year 2021 Residential factor which would determine the share of taxes each classification of property will pay, what will be the Open Space factor, and whether there will be a Residential Exemption and/or a Small Business Exemption.

Jason Streebel, Director of Assessing was in attendance to facilitate the hearing. It was disclosed the Board of Assessors voted at their November 12, 2020 meeting to recommend a single tax rate be adopted with no Residential Exemption and no Small Business Exemption and no discount for Open Space. A Residential factor of "1" results in the taxation of all property at the same rate.

Municipalities determine annually the percentage of the tax levy that will be paid by each class of real property owners and personal property owners. Municipalities also decide whether to tax all classes of property at their full and fair cash valuation share of the levy which results in a single tax rate or to reduce the share of the tax levy paid by residential and open space property owners and shift those taxes to commercial, industrial and personal property taxpayers or vice versa which results in a split tax rate.

Board of Selectmen
Minutes
November 16, 2020

APPOINTMENTS & HEARINGS

Public Hearing: Tax Classification Hearing: (continued)

Mr. Streebel indicated that overall value in the Town of Mashpee has increased on average by 3.7%. New growth value is \$60,804,480 with \$544,808 in new growth taxable levy possibilities.

The projected 2021 tax rate is \$8.91 per \$1,000 valuation. The figure represents a decrease of \$0.05 from last year.

The average single home is valued at \$562,989. Maintaining a Residential factor of “1” with no shift, the FY2021 tax bill at \$8.91 per \$1,000 assessed to an average single family home is \$5,016.

If the tax rate was shifted between the categories of properties, a greater share of the tax burden would be placed on commercial, industrial and personal property (residential and commercial) taxpayers by increasing their tax rate while reducing the residential tax rate. There are 11,027 residential parcels. This includes vacant homes, etc.

It is the recommendation of the Director of Assessing to not shift the tax rate this year. In addition to the hardship and effects of the pandemic it is estimated a shift would cost \$11,000 for software upgrades and mailings. Added personnel may be required to validate applications and implement a parcel by parcel exemption.

Greg McKelvey, 11 Menemsha Road stated that he is in agreement with the Assessor’s recommendation to not change the classification of properties at this time keeping in mind the matter of wastewater.

Selectman Andrew R. Gottlieb disputed the recommendation that he has challenged for a number of years. It is estimated that 8,000 homes in Mashpee fall below the median home evaluation. The majority lie within the classification as year round/principle residents. In rough projection nearly 95% of year round residents would realize a tax decrease if there was a residential exemption. In support of the year round residents Selectman Gottlieb asked his fellow Select Board if it is in our ability to provide a tax break for 95% of our residents, then why wouldn’t we do it? A home less than \$500,000 in value would see a reduction of \$700 to \$1,400. This is a great economic value to offer affordability to the residents who would be exempt from the taxation.

It was recommended the tax burden be shifted to those who are better suited, those with a second home who objectively have more wealth.

Discussion followed with regards to implementation, and the need to get feedback from the voters. With town meeting approval and available resources a residential exemption of up to 35% could be considered. This would possibly change the housing market to make Mashpee a more desirable community and a more affordable place to live.

As the matter was debated Selectman Thomas F. O’Hara expressed support to the seasonal population of homeowners who are respective citizens owning a second home, who create jobs in the community and generously give to the town using very little in terms of services. It was agreed the matter should be investigated and further discussed with input from the voters.

Board of Selectmen
Minutes
November 16, 2020

APPOINTMENTS & HEARINGS

Public Hearing: Tax Classification Hearing: (continued)

Selectman David W. Weeden was sympathetic to those who live and struggle in Mashpee. It was suggested the Board consider both a residential and commercial exemption. This is a time of need and there can be difficulties living on Cape Cod when second home owners can easily afford to live in Mashpee. With an adequate lead time it is the right direction for our residents and for small businesses.

It was also recommended the Finance Committee be consulted with respect to this regard.

Motion made by Selectman Gottlieb to close the Public Hearing.

Motion seconded by Selectman Sherman.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Motion made by Selectman Sherman to move that the Town of Mashpee adopt a Tax Rate Factor of "1" for all classes of property with no discount for Open Space, no Residential Exemption and no Small Commercial Exemption.

Motion seconded by Selectman O'Hara.

VOTE: 3-2. Motion carries.

Roll Call Vote:

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

Motion made by Selectman Gottlieb to support the inclusion of a necessary article for the implementation of a Residential Exemption in FY2022.

Motion seconded by Selectman Sherman.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

The Director of Assessing was requested to obtain examples of towns with existing residential exemptions; Barnstable, Orleans, Provincetown, Truro and Wellfleet as well as Boston and Somerville for additional review.

Board of Selectmen
Minutes
November 16, 2020

Presentation by Cape & Vineyard Electric Cooperative (CVEC): CVEC Representatives: Liz Argo, Maria Marasco:

The Select Board met with Liz Argo, Executive Director of the Cape & Vineyard Electric Cooperative (CVEC) to review solar and battery projects slated for the Cape and Martha's Vineyard towns, schools and other government organizations. The projects have resulted in \$16.9 million in cumulative annual savings since 2007.

Ms. Argo summarized the CVEC photovoltaic projects with battery storage that will serve the Town of Mashpee. This includes the Quashnet School roof including battery with a possible solar canopy. The cost projections for this initiative are under review for affordability, and the canopy may be eliminated due to cost constraints. Also included is the Coombs School roof with battery with solar canopy and the High/Middle School solar canopy with battery. It was noted the solar voltaic already exists at the High/Middle School. The estimated annual savings in year 1 of the project is \$376,210.

The projects are under review with results to be obtained in the spring 2021.

Discussion and Approval of Special Event and Fire Permit on South Cape Beach: November 27, 2020: Robert Weekes:

A Special Event and Fire Permit Application was presented to the Select Board requesting approval to allow the hosting of a birthday party on South Cape Beach on Friday, November 27, 2020 from 4:00 p.m. to 9:00 p.m. with a rain date of Saturday, November 28, 2020. The event is proposed to include a bonfire. There will be no alcohol served, only light snacks. Less than 10 persons are anticipated to attend.

Applicable regulatory boards signed off on the Special Event and Fire Permit Application. The limit of the gathering also conforms to the Governor's COVID-19 directive.

Motion made by Selectman Sherman to approve the Special Event and Fire Permit Application of Robert Weekes for a Birthday Party and bonfire on South Cape Beach as referenced.

Motion seconded by Selectman Gottlieb.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Discussion and Approval of Acceptance of the Following Resignations:

Conservation Commission: Associate Member (Term Expires June 30, 2021): Martin Bregman:

Andrew McManus, Conservation Agent remitted communication to the Board of Selectmen announcing the resignation of Martin Bregman as Associate Member to the Conservation Commission effective October 29, 2020.

Motion made by Selectman Gottlieb to accept the resignation of Martin Bregman as Associate Member of the Conservation Commission effective October 29, 2020.

Motion seconded by Selectman Sherman.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Board of Selectmen
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November 16, 2020

Conservation Commission: Member at Large (Term Expires June 30, 2022): John Swartzbaugh:

The Board of Selectmen was in receipt of a letter of resignation from John Swartzbaugh dated October 29, 2020 resigning as a Member-at-Large to the Conservation Commission effective November 23, 2020.

Motion made by Selectman Gottlieb to accept the resignation of John Swartzbaugh from the Conservation Commission effective November 23, 2020.

Motion seconded by Selectman Sherman.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Discussion and Approval of Appointment to the Following:

Mashpee TV Board (Term Expires May 21, 2022): Wayne Taylor:

Correspondence was received from Patrick Brady of Mashpee TV dated October 30, 2020 regarding the 3-year appointment of Assistant Town Manager Wayne Taylor to the MTV Board. The appointment expired on May 21, 2019.

Motion made by Selectman Gottlieb to appoint Wayne Taylor as the Selectmen's Representative to the MTV Board for a term to expire; May 21, 2022.

Motion seconded by Selectman Sherman.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Shellfish Commission-Associate Member (Term Expires June 30, 2021): Vernon Pocknett:

A letter of interest was received from Vernon Pocknett dated November 4, 2020 to serve as a voting member of the Mashpee Shellfish Commission. At the last meeting the Board voted to appoint Darryl Christensen from Associate Member to full member status. Mr. Pocknett has been contacted with respect to this regard and would be considered as an Associate Member when a vacancy arises. It was noted that Mr. Pocknett's appointment represents the interest of the Mashpee Wampanoag Tribe on this committee.

Motion made by Selectman Sherman to appoint Vernon Pocknett as Associate Member to the Shellfish Commission for a term to expire; June 30, 2021.

Motion seconded by Selectman Weeden.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Board of Selectmen
Minutes
November 16, 2020

OLD BUSINESS

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

Town Manager Rodney C. Collins made reference regarding the Board of Health's memorandum of November 9, 2020 and related press release for Holiday Gatherings during the COVID-19 pandemic. This information has been distributed on the state level and throughout the country. It is determined that local effort is warranted to reinforce precautions during this difficult time. It is also hopeful the increases in the number of cases will remain under control as citizens adhere to the recommendations to safeguard their health and the health and well-being of others.

To date the Town of Mashpee has 122 cases with 7 persons in isolation. Citizens are urged to be mindful of others by wearing facial coverings and maintaining social distancing. The Mashpee Town Hall will remain its limited status in terms of being open to the public.

NEW BUSINESS

Discussion and Approval of Eversource Petitions for Cable and Conduit Locations for the Following: Assistant Town Manager Wayne Taylor:

Petition #4103442: Main Street (Route 130) Hearing Held November 16, 2020 3 pm:

Petition #4095406: Red Brook Road, Great Oak Road, Great Neck Road South Hearing Held November 16, 2020 3:05 pm:

Wayne E. Taylor, Assistant Town Manager and Hearing Officer for the above referenced Eversource Petitions indicated there were no objections to the cable and conduit locations; 9 on Main Street, Mashpee and 6 on Red Brook Road, Great Oak Road and Great Neck Road South. The locations are required for system reliability. It was disclosed the Director of Public Works is in agreement with the petitions as presented.

Motion made by Selectman Gottlieb to approve Eversource Petition # 4103442 and Petition #4095406 as presented.

Motion seconded by Selectman Sherman.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Cotton, yes

Selectman O'Hara, yes

Selectman Sherman, yes

Selectman Gottlieb, yes

Selectman Weeden, yes

Opposed, none

Board of Selectmen
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November 16, 2020

Discussion of Town Meeting Options:

For the purpose of transparency the Select Board reviewed the forms of local government as it relates to town meeting. The forms of municipal government include Open Town Meeting and Representative Town Meeting.

In the Town of Mashpee, the Open Town Meeting is followed. In this feature all voters are eligible to debate and vote on budgets, bylaws and on all matters brought before town meetings, and approved indebtedness (bonding). Town Meeting acts as the legislative body of the Town. The Open Town Meeting allows for direct and broad citizen participation in government.

The Representative Town Meeting features a limited number of voters who are elected, usually by district to represent all voters in a Representative Town Meeting. The Representative Town Meeting is the legislative body of a town and it debates and approves budgets, bylaws and all matters brought before town meeting as well as indebtedness (bonding).

An Open Town Meeting form of government is only allowed to be conducted with persons physically in attendance while a Representative Town Meeting requires attendance of the elected voters. Non-elected voters would require approval by majority of the representatives to speak, and generally do not comment at town meeting.

If the form of local government was to change, the process would involve amending the language of the Charter to be approved by a vote of town meeting with final authorization from the Attorney General.

COMMUNICATIONS & CORRESPONDENCE

Electronic Voting Machines:

The Select Board requested the Town Manager review the use of electronic voting machines at town meeting, and the possibility of piloting this project by sharing equipment with neighboring towns. This process would provide beneficial efficiencies to the overall process.

Discussion and Approval of Letter from the Environmental Oversight Committee re: Chapter 107: Nitrogen Control Bylaw:

Correspondence was received from Katelyn Cadoret, Assistant Conservation Agent on behalf of the Environmental Oversight Committee (EOC) regarding the Town's Nitrogen Control Bylaw. The EOC voted unanimously to send a letter (yearly) to the Cape Cod Landscape Association to reinforce the performance standards of the bylaw.

Fertilizer containing nitrogen cannot be applied between October 30th and April 14th. Fertilizer containing phosphorus without nitrogen cannot be applied between December 1st and March 1st. The letter includes fertilizer application restrictions and enforcement thereof.

Motion made by Selectman Gottlieb to endorse the letter from the EOC to the Cape Cod Landscape Association on the Nitrogen Control Bylaw as presented.

Motion seconded by Selectman Sherman.

VOTE: Unanimous. 5-0.

Roll Call Vote:

**Selectman Cotton, yes
Selectman Gottlieb, yes**

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

**Selectman Sherman, yes
Opposed, none**

Board of Selectmen
Minutes
November 16, 2020

Discussion and Approval of Letter of Support for Cape Cod and Plymouth Regional Economic Development Organization "REDO" Grant Proposal:

Wendy Northcross, CEO of the Cape Cod Chamber of Commerce remitted communication to the Board dated November 12, 2020 regarding the Cape Cod & Plymouth REDO Grant proposal. The Regional Economic Development Organization (REDO) grant is a request by the Cape Cod Economic Development Council in partnership with the Plymouth Area Chamber of Commerce.

This year's effort is proposed to focus on adapting businesses and organizations to operate during COVID-19 impacts and to advance the new Cape Cod Blue Economy initiative.

Motion made by Selectman Gottlieb to endorse the REDO grant proposal as presented.

Motion seconded by Selectman Sherman.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Discussion and Approval of January through June 2021 Board of Selectmen Meeting Schedule:

The Board of Selectmen reviewed the proposed meeting schedule from January 2021 through June 2021.

Motion made by Selectman Gottlieb to adopt the Board of Selectmen 2021 Meeting Schedule as referenced.

Motion seconded by Selectman Sherman.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

ADDITIONAL TOPICS

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

Request for Additional Board of Selectmen Signatories:

Motion made by Selectman Sherman to add the above referenced topic to the agenda as it was not reasonably anticipated to be discussed.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

As a result of a new commitment as a Red Cross volunteer and spokesman Selectman John J. Cotton indicated he may be deployed for potentially 17 days. The Board of Selectmen was requested to appoint additional signatories to ensure business is timely conducted.

Board of Selectmen
Minutes
November 16, 2020

Request for Additional Board of Selectmen Signatory: (continued)

Motion made by Selectman Gottlieb to extend the authorization for the Vice-Chairman and/or Clerk to act as Board of Selectmen Signatory in the absence of the Chairman.

Motion seconded by Selectman Weeden.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

LIAISON REPORTS

Town Election: Deborah Dami, Town Clerk and her team was commended for their endeavors during the recent election and its processes.

TOWN MANAGER UPDATES

MMA Trade Show: The Annual Massachusetts Municipal Association trade show will be held on January 21, and 22, 2021.

Annual Fill the Van: The 7th annual Fill the Van donation drive sponsored by the Mashpee Recreation Department is underway.

Boys & Girls Club Polar Express: The scenic holiday motorcade will start at the Boys & Girls Club on Saturday, December 12, 2020 at 4:00 p.m.

EXECUTIVE SESSION

Discussion of Police Captain Thomas A. Rose Personal Services Contract:

Motion made by Selectman Sherman to move that the Board convene in executive session at 8:02 p.m. to discuss strategy with respect to a Personal Services Contract for Police Captain Thomas Rose pursuant to M.G.L., C. 30A, §21 (a) (3), with the chair declaring that an open meeting may have a detrimental effect on the bargaining position of the Town and the Chair so declares.

The Board will reconvene in open session upon conclusion of the executive session.

Motion seconded by Selectman Gottlieb.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Respectfully submitted,

Kathleen M. Soares
Secretary to the Board of Selectmen

Board of Selectmen
Minutes
November 16, 2020

RECONVENE OPEN SESSION 8:25 p.m.

Discussion, Approval and Ratification of Personal Services Contract: Police Captain Thomas Rose:

Motion made by Selectman Gottlieb to ratify the Personal Services Contract Between the Town of Mashpee and Police Captain Thomas A. Rose in accordance with the Terms of the Contract, and authorize the Town Manager to execute said contract on behalf of the Board of Selectmen.

Motion seconded by Selectman Sherman.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

ADJOURNMENT

Motion made by Selectman Gottlieb to adjourn at 8:26 p.m.

Motion seconded by Selectman Sherman.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Respectfully submitted,

Kathleen M. Soares
Secretary to the Board of Selectmen

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

Pursuant to Section 174-52(D) of the Mashpee Zoning Bylaws: Private Signs on Town Property, the Mashpee Board of Selectmen will hold a public hearing to consider a request made by Adam J. Giangregorio, property owner of 126 South Sandwich Road, Mashpee, MA 02649 and proprietor of permitted home occupation, AJ's Screening to erect a free-standing routed sign within the forty (40) foot road layout of South Sandwich Road located generally along the frontage of the subject business address of 126 South Sandwich Road approximately three and one half feet from the edge of pavement. Copies of the proposal are on file in the Office of the Town Manager.

Said hearing will be held on Monday, December 7, 2020 at 6:35 pm in the Waquoit Meeting Room at Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA 02649.

Please be advised, if the Mashpee Town Hall is still closed to the public due to the COVID-19 public health emergency the public may participate in the following manner:

Broadcast Live on Local Cable Channel 18

Call in Comment Number: (508) 539-1400 extension 8585

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

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



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

Pursuant to Section 174-52(D) of the Mashpee Zoning Bylaws: Private Signs on Town Property, the Mashpee Board of Selectmen will hold a public hearing to consider a request made by Adam J. Giangregorio, property owner of 126 South Sandwich Road, Mashpee, MA 02649 and proprietor of permitted home occupation, AJ's Screening to erect a free-standing routed sign within the forty (40) foot road layout of South Sandwich Road located generally along the frontage of the subject business address of 126 South Sandwich Road approximately three and one half feet from the edge of pavement. Copies of the proposal are on file in the Office of the Town Manager.

Said hearing will be held on Monday, December 7, 2020 at 6:35 pm in the Waquoit Meeting Room at Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA 02649.

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Per order of

The Mashpee Board of Selectmen

John J. Cotton, Chair

Thomas F. O'Hara, Vice-Chair

Carol A. Sherman, Clerk

Andrew R. Gottlieb

David W. Weeden

Per order of

The Mashpee Board of Selectmen

John J. Cotton, Chair

Thomas F. O'Hara, Vice-Chair

Carol A. Sherman, Clerk

Andrew R. Gottlieb

David W. Weeden

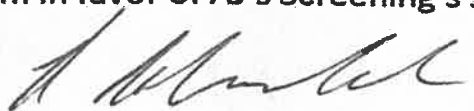




My name is ROBERT HENDERICKS. I live at

121 SOUTH SANDWICH RD and I am in favor of AJ's Screening's sign proposal at

126 South Sandwich Road Mashpee, Ma 02649.

 11/7/20

My name is Taylor Chamberlain. I live at

2 Sandy Fox dr. and I am in favor of AJ's Screening's sign proposal at

126 South Sandwich Road Mashpee, Ma 02649.

My name is STEVEN + MARCIA. I live at

131 S. SANDWICH RD and I am in favor of AJ's Screening's sign proposal at

126 South Sandwich Road Mashpee, Ma 02649.

My name is Yolfe Fisher + Ana Fisher. I live at

127 S. Sandwich Rd. and I am in favor of AJ's Screening's sign proposal at

126 South Sandwich Road Mashpee, Ma 02649.

From: James Ward

Sent: Tuesday, November 10, 2020 11:22 AM

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

Subject: Aj'S Screening Sign

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

Hello Mr Taylor. It was great talking to you today.

As discussed, I totally support AJ's request for a business sign on South Sandwich road. I live right next door to him and we applaud the work he does. It is good to have a skilled craftsman in our neighborhood.

If you have any questions, please don't hesitate to call.

Good luck and thank you again...

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

The Board of Selectmen, acting as the Local Licensing Authority for the Town of Mashpee, will conduct a public hearing on the 2021 Annual Alcoholic Beverages and Entertainment License renewals in the Town of Mashpee.

Said hearing will be held on Monday, December 7, 2020 at 6:40 p.m. in the Waquoit Meeting Room at Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA 02649.

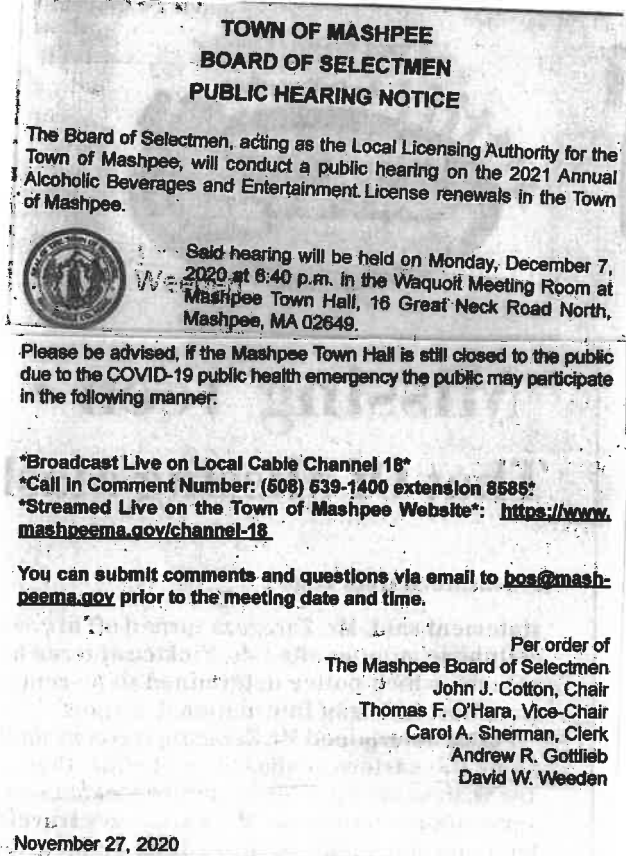
Please be advised, if the Mashpee Town Hall is still closed to the public due to the COVID-19 public health emergency the public may participate in the following manner:

Broadcast Live on Local Cable Channel 18

Call In Comment Number: (508) 539-1400 extension 8585

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

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



Per order of
The Mashpee Board of Selectmen

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



TOWN OF MASHPEE

OFFICE OF SELECTMEN

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

MEMORANDUM

Date: December 7, 2020

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

FROM: Stephanie A. Coleman, Administrative Secretary

RE: 2021 Annual Alcoholic Beverages and Entertainment License Renewals

Description

Discussion and approval of the Annual Alcoholic Beverages License and Entertainment License Renewals for the year 2021.

Background

In the month of December of each year the Board of Selectmen acting as the Local Licensing Authority will conduct a public hearing to review the renewal applications for establishments that hold Annual Alcoholic Beverages and Entertainment Licenses in the Town of Mashpee.

The following licensees have filed completed renewal applications:

Package Store – All Alcohol

Andy's Market
The Barn
Best Buy Beverages
Liberty Liquors
South Cape Wine & Spirits

Package Store – Wine & Malt

Mashpee Mart
Commons Convenience
Rory's
Mashpee Mini Mart
The Little Shop of Olive Oils

Restaurant – All Alcohol

Asia

Bleu

Bobby Byrne's

Café Trevi*

Cape Cod Coffee LLC d/b/a Cape Cod Coffee (53 Market Street)*

Magni Inc. d/b/a Cape Cod Coffee (10 Evergreen Circle)*

Estia*

Finally Dino's*

The Lanes*

99 Restaurant*

New Seabury Athletic Club and Pool*

Quashnet Valley Country Club*

Siena*

Sopranos*

Wicked*

Restaurant – Wine & Malt

Bangkok Thai Cuisine

Zoe's*

Innholder – All Alcohol

Popponesset Inn*

Commercial Club

New Seabury Country Club*

Willowbend Country Club*

Farmers Brewery Pouring

Naukabout Beer Company*

* Denotes an establishment that is renewing its License for **Weekday Entertainment and/or Entertainment on Sundays**.

The Building Department has verified that all licensed establishments have passed building/fire inspections.

The Health Agent has verified that there are no violations to report.

Our office received notice of no violations from the Police Chief.

The Treasurer/Tax Collector's office has confirmed that all licensed establishments are current on their property taxes.

Additionally the ABCC has reported no violations for the calendar year 2020.

RENEWAL CERTIFICATION 2021

CITY/TOWN:

A. LICENSEES WHO FAILED TO RENEW FOR 2021:

LICENSE #:	LICENSEE CORPORATE NAME AND ADDRESS:
<input type="text" value="00082-RS-0670"/>	<input type="text" value="ROLLINWEST INC. 13 GREENE ST. MASHPEE, MA 02649"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

B. LICENSEES DISAPPROVED BY THE CITY/TOWN FOR 2021:

LICENSE #:	LICENSEE CORPORATE NAME AND ADDRESS:
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

We hereby certify that the premises described in the 2021 renewal applications for the above mentioned municipality are now occupied, used or controlled by the licensee and will be on January 1, 2021. The 2021 Renewal Applications have been approved by the Local Licensing Authorities and forwarded to the ABCC.

The Local Licensing Authorities

<input type="text"/>
<input type="text"/>
<input type="text"/>
<input type="text"/>
<input type="text"/>



Jean M. Lorizio, Esq.
Commission Chairman

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

2020 NOV 18 AM 10: 51

2021
Retail License Renewal

License Number: 00073-RS-0670

Municipality: MASHPEE

License Name : Mashpee Oriental Inc.

License Class: Annual

DBA : Asia Palace

License Type: Restaurant

Premise Address: 3 Greene Street Mashpee, MA 02649

License Category: All Alcoholic Beverages

Manager: Mei Na Ko

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Meina Ko
Signature

11/13/20
Date

Meina Ko
Printed Name

Title

Additional Information:





The Commonwealth of Massachusetts

Office of Public Safety & Inspections

New and Renewal Certificate of Inspection - Regular

In accordance with **780 CMR, Chapter 1** (The Ninth Edition of the Massachusetts State Building Code) and Chapter **304 of the Acts of 2004** (an Act to further enhance fire and life safety), this Certificate Of Inspection is issued to the premise or structure or part thereof as herein identified

Issued to	Identify Name of Establishment <i>Asia</i>				Certificate No. <i>CI-20-0990</i>
Located at	Identify property address including street number, name, city or town and county <i>3 Greene street</i>				Certificate Expiration <i>12/31/21</i>
Use Group Classification (s)	Basement	First Floor	Second Floor	Third Floor	Fourth Floor
		<i>INSIDE DINNING</i>	<i>BAR</i>	<i>OUTSIDE DINNING</i>	
Allowable Occupant Load		<i>96</i>	<i>17</i>	<i>6</i>	

This is hereby issued by the undersigned to certify that the premise, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. **Failure to post or tampering with the contents of the certificate is strictly prohibited.**

Name of Municipal Fire Chief	<i>Thomas Rullo</i>	Name of Building Official	Charles Maintanis	Date of Inspection	<i>10/29/20</i>
Signature of Municipal Fire Chief	<i>Thomas C Rullo</i>	Signature of Building Official	<i>Charles Maintanis</i> Charles Maintanis	Date of Issuance	<i>11/04/20</i>



Jean M. Lorizio, Esq.
Commission Chairman

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

2020 NOV 10 PM 3:03

2021
Retail License Renewal

License Number: 00079-RS-0670 Municipality: MASHPEE
License Name : Tana And Friend LLC License Class: Annual
DBA : Bangkok Thai Cuisine License Type: Restaurant
Premise Address: 681 Falmouth Road 12 Mashpee, MA 02649 License Category: Wines and Malt
Manager: Tanapon Tanasandilok

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Tanapon Tanasandilok
Signature

Tanapon Tanasandilok
Printed Name

NOV-6-2020

Date

owner

Title

Additional Information:





The Commonwealth of Massachusetts
Office of Public Safety & Inspections
New and Renewal Certificate of Inspection - Regular

In accordance with 780 CMR, Chapter 1 (The Ninth Edition of the Massachusetts State Building Code) and Chapter 304 of the Acts of 2004 (an Act to further enhance fire and life safety), this Certificate Of Inspection is issued to the premise or structure or part thereof as herein identified

Issued to	Identify Name of Establishment				Certificate No.
	BANGKOK CUISINE				CI-20-1064
Located at	Identify property address including street number, name, city or town and county				Certificate Expiration
	681 FALMOUTH RD				12/31/21
Use Group Classification (s)	Basement	First Floor	Second Floor	Third Floor	Fourth Floor
		DINING AREA			
Allowable Occupant Load		60			Other

This is hereby issued by the undersigned to certify that the premise, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. **Failure to post or tampering with the contents of the certificate is strictly prohibited.**

Name of Municipal Fire Chief	Thomas Rullo	Name of Building Official	Charles Maintanis	Date of Inspection	11/19/20
Signature of Municipal Fire Chief		Signature of Building Official	 Charles Maintanis	Date of Issuance	11/25/20



Jean M. Lorizio, Esq.
Commission Chairman

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

2020 NOV -9 AM 9:12

2021
Retail License Renewal

License Number: 00064-RS-0670 Municipality: MASHPEE
License Name : Bleu Inc License Class: Annual
DBA : License Type: Restaurant
Premise Address: 38 Nathan Ellis Highway 1070 Mashpee, MA License Category: All Alcoholic Beverages
02649
Manager: Frederic Feufeu

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).



Signature
FREDERIC FEUFEU

Printed Name

10-24-20

Date
OWNER

Title

Additional Information:





The Commonwealth of Massachusetts
Office of Public Safety & Inspections
New and Renewal Certificate of Inspection - Regular

In accordance with **780 CMR, Chapter 1** (The Ninth Edition of the Massachusetts State Building Code) and Chapter 304 of the Acts of 2004 (an Act to further enhance fire and life safety), this Certificate Of Inspection is issued to the premise or structure or part thereof as herein identified

Issued to	Identify Name of Establishment				Certificate No. CI-20-1056	
	bleu restaurant					
Located at	Identify property address including street number, name, city or town and county				Certificate Expiration	
	10 market st				12/31/21	
Use Group Classification (s)	Basement	First Floor	Second Floor	Third Floor	Fourth Floor	Other
		SEATING	BAR	OUTSIDE EATING		
Allowable Occupant Load		100	13	38		

This is hereby issued by the undersigned to certify that the premise, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. **Failure to post or tampering with the contents of the certificate is strictly prohibited.**

Name of Municipal Fire Chief	Thomas Rullo	Name of Building Official	Charles Maintanis	Date of Inspection	11/12/20
Signature of Municipal Fire Chief		Signature of Building Official	 Charles Maintanis	Date of Issuance	11/24/20



Jean M. Lorizio, Esq.
Commission Chairman

Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission

95 Fourth Street, Suite 3
Chelsea, MA 02150-2358


2020 NOV 20 AM 10:10

2021
Retail License Renewal

License Number: 00010-RS-0670 Municipality: MASHPEE
License Name : Poets Pub Inc License Class: Annual
DBA : Bobby Byrnes Pub License Type: Restaurant
Premise Address: 6 Central Square Mashpee, MA 02649 License Category: All Alcoholic Beverages
Manager: William Murphy

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).


Signature
Jeffrey Moore
Printed Name

10/28/20
Date
President
Title

Additional Information:





The Commonwealth of Massachusetts
Office of Public Safety & Inspections
New and Renewal Certificate of Inspection - Regular

In accordance with **780 CMR, Chapter 1** (The Ninth Edition of the Massachusetts State Building Code) and Chapter **304 of the Acts of 2004** (an Act to further enhance fire and life safety), this Certificate Of Inspection is issued to the premise or structure or part thereof as herein identified

Issued to	Identify Name of Establishment				Certificate No. CI-20-0971	
	BOBBY BYRNE'S PUB					
Located at	Identify property address including street number, name, city or town and county				Certificate Expiration	
	6 Central Square				12/31/21	
Use Group Classification (s)	Basement	First Floor	Second Floor	Third Floor	Fourth Floor	Other
		PLATFORM	DINNING ROOM	LOUNGE	BAR	STANDING
Allowable Occupant Load		18	79	34	34	72

This is hereby issued by the undersigned to certify that the premise, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. **Failure to post or tampering with the contents of the certificate is strictly prohibited.**

Name of Municipal Fire Chief	Thomas Rullo	Name of Building Official	Charles Maintanis	Date of Inspection	10/29/20
Signature of Municipal Fire Chief		Signature of Building Official	 Charles Maintanis	Date of Issuance	11/03/20



Jean M. Lorizio, Esq.
Commission Chairman

Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission

95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

2020 NOV 10 AM 8:44

2021
Retail License Renewal

License Number: 00069-RS-0670 Municipality: MASHPEE
License Name : 25 Market Street Inc License Class: Annual
DBA : Cafe Trevi License Type: Restaurant
Premise Address: 25 Market Street Mashpee, MA 02649 License Category: All Alcoholic Beverages
Manager: Susan J. Musto

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Susan J. Musto
Signature

11-2-20
Date

SUSAN J MUSTO
Printed Name

Pres.
Title

Additional Information:



The Commonwealth of Massachusetts

Office of Public Safety & Inspections

New and Renewal Certificate of Inspection - Regular

In accordance with **780 CMR, Chapter 1** (The Ninth Edition of the Massachusetts State Building Code) and Chapter **304 of the Acts of 2004** (an Act to further enhance fire and life safety), this Certificate Of Inspection is issued to the premise or structure or part thereof as herein identified

Issued to	Identify Name of Establishment				Certificate No. <i>CI-20-1007</i>
	<i>25 Market St, Inc Cafe Trevi</i>				
Located at	Identify property address including street number, name, city or town and county				Certificate Expiration
	<i>25 Market Street</i>				<i>12/31/21</i>
Use Group Classification (s)	Basement	First Floor	Second Floor	Third Floor	Fourth Floor
		<i>BAR SEATING</i>	<i>RESTAURANT SEATING</i>	<i>PATION SEATING</i>	Other
Allowable Occupant Load		<i>12</i>	<i>49</i>	<i>16</i>	
<p>This is hereby issued by the undersigned to certify that the premise, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. Failure to post or tampering with the contents of the certificate is strictly prohibited.</p>					
Name of Municipal Fire Chief	<i>Thomas Rullo</i>	Name of Building Official	<i>Charles Maintanis</i>	Date of Inspection	<i>11/04/20</i>
Signature of Municipal Fire Chief		Signature of Building Official		Date of Issuance	<i>11/10/20</i>



Jean M. Lorizio, Esq.
Commission Chairman

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

2020 NOV 12 AM 9:02

2021
Retail License Renewal

License Number: 04384-RS-0670 Municipality: MASHPEE
License Name : Cape Cod Coffee LLC License Class: Annual
DBA : Cape Cod Coffee License Type: Restaurant
Premise Address: 53 Market Street Mashpee, MA 02649 License Category: All Alcoholic Beverages
Manager: Jan Aggerbeck

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).



Signature



Printed Name



Date



Title

Additional Information:





The Commonwealth of Massachusetts
Office of Public Safety & Inspections
New and Renewal Certificate of Inspection - Regular

In accordance with **780 CMR, Chapter 1** (The Ninth Edition of the Massachusetts State Building Code) and Chapter 304 of the Acts of 2004 (an Act to further enhance fire and life safety), this Certificate Of Inspection is issued to the premise or structure or part thereof as herein identified

Issued to	Identify Name of Establishment				Certificate No.
	Jan Aggerbeck				CI-20-1061
Located at	Identify property address including street number, name, city or town and county				Certificate Expiration
	53 Market Street				12/31/21
Use Group Classification (s)	Basement	First Floor	Second Floor	Third Floor	Fourth Floor
		STANDING SPACE	TABLES / CHAIRS	KITCHEN	Other
Allowable Occupant Load		83	85	5	

This is hereby issued by the undersigned to certify that the premise, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. **Failure to post or tampering with the contents of the certificate is strictly prohibited.**

Name of Municipal Fire Chief	Name of Building Official	Date of Inspection
Thomas Rullo	Charles Maintanis	11/12/20
Signature of Municipal Fire Chief	Signature of Building Official	Date of Issuance
	 Charles Maintanis	11/25/20



Jean M. Lorizio, Esq.
Commission Chairman

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

2020 NOV 24 PM 3: 57

2021
Retail License Renewal

License Number: 00084-RS-0670 Municipality: MASHPEE
License Name : Markantonis Group Inc License Class: Annual
DBA : Estia License Type: Restaurant
Premise Address: 26 Steeple Street Mashpee, MA 02649 License Category: All Alcoholic Beverages
Manager: Nicholas Stanley Markantonis

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Signature

Nicholas S. Markantonis

Printed Name

11/24/20

Date

owner

Title

Additional Information:



The Commonwealth of Massachusetts

Office of Public Safety & Inspections

New and Renewal Certificate of Inspection - Regular

In accordance with **780 CMR, Chapter 1** (The Ninth Edition of the Massachusetts State Building Code) and Chapter **304 of the Acts of 2004** (an Act to further enhance fire and life safety), this Certificate Of Inspection is issued to the premise or structure or part thereof as herein identified

Issued to	Identify Name of Establishment				Certificate No. <i>CI-20-1006</i>
	<i>Nicholas Markantonis/ Estia</i>				
Located at	Identify property address including street number, name, city or town and county				
	<i>26 STEEPLE ST</i>				
Use Group Classification (s)	Basement	First Floor	Second Floor	Third Floor	Fourth Floor
		<i>SEATING</i>	<i>BAR</i>		
Allowable Occupant Load		<i>54</i>	<i>15</i>		
<p>This is hereby issued by the undersigned to certify that the premise, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. Failure to post or tampering with the contents of the certificate is strictly prohibited.</p>					
Name of Municipal Fire Chief	<i>Thomas Rullo</i>	Name of Building Official	<i>Charles Maintanis</i>		Date of Inspection <i>11/04/20</i>
Signature of Municipal Fire Chief		Signature of Building Official			Date of Issuance <i>11/10/20</i>



Jean M. Lorizio, Esq.
Commission Chairman

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

2020 NOV 20 PM

2021
Retail License Renewal

License Number: 00044-RS-0670 Municipality: MASHPEE
License Name : Barnstable Pizza And Pasta Co Inc License Class: Annual
DBA : Finally Dinos License Type: Restaurant
Premise Address: 401 Route 151 Mashpee, MA 02649 License Category: All Alcoholic Beverages
Manager: Constantino Mitrokostas

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Signature

11/20/2020

Date

Printed Name

Title

Additional Information:





The Commonwealth of Massachusetts
Office of Public Safety & Inspections
New and Renewal Certificate of Inspection - Regular

In accordance with **780 CMR, Chapter 1** (The Ninth Edition of the Massachusetts State Building Code) and Chapter 304 of the Acts of 2004 (an Act to further enhance fire and life safety), this Certificate Of Inspection is issued to the premise or structure or part thereof as herein identified

Issued to	Identify Name of Establishment				Certificate No.	
	DINO'S PIZZA / SPORTS BAR				CI-20-1062	
Located at	Identify property address including street number, name, city or town and county				Certificate Expiration	
	401 NATHAN ELLIS HWY				12/31/21	
Use Group Classification (s)	Basement	First Floor	Second Floor	Third Floor	Fourth Floor	Other
		SP-1 / A-1	SP-2A ADN SP-3	OUTSIDE DECK	2-B - A2	
Allowable Occupant Load		40	70	40	25	

This is hereby issued by the undersigned to certify that the premise, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. **Failure to post or tampering with the contents of the certificate is strictly prohibited.**

Name of Municipal Fire Chief	<i>Thomas Rullo</i>	Name of Building Official	<i>Charles Maintanis</i>	Date of Inspection	11/19/20
Signature of Municipal Fire Chief	<i>Thomas C. Rullo</i>	Signature of Building Official	<i>Charles Maintanis</i> Charles Maintanis	Date of Issuance	11/25/20



Jean M. Lorizio, Esq.
Commission Chairman

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

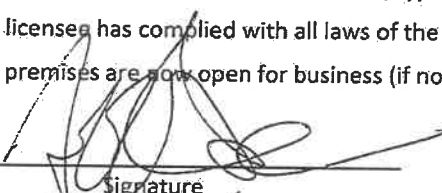
2020 NOV 10 AM 8:43

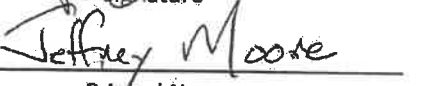
2021
Retail License Renewal

License Number: 00076-RS-0670 Municipality: MASHPEE
License Name : Skittles Inc License Class: Annual
DBA : The Lanes License Type: Restaurant
Premise Address: 999 Greene Street Mashpee, MA 02649 License Category: All Alcoholic Beverages
Manager: Jeffrey Moore

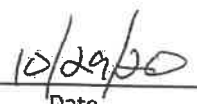
I hereby certify and swear under penalties of perjury that:

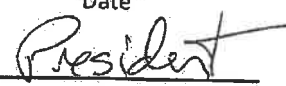
1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).



Signature


Printed Name



Date


Title

Additional Information:





The Commonwealth of Massachusetts
Office of Public Safety & Inspections
New and Renewal Certificate of Inspection - Regular

In accordance with **780 CMR, Chapter 1** (The Ninth Edition of the Massachusetts State Building Code) and Chapter **304 of the Acts of 2004** (an Act to further enhance fire and life safety), this Certificate Of Inspection is issued to the premise or structure or part thereof as herein identified

Issued to	Identify Name of Establishment				Certificate No. CI-20-0975
	Lanes Bowl & Bistro				
Located at	Identify property address including street number, name, city or town and county				Certificate Expiration
	9 Greene Street, Mashpee Commons				12/31/21
Use Group Classification (s)	Basement	First Floor	Second Floor	Third Floor	Fourth Floor
	RESTAURANT	TABLE SEATS	TABLE STOOLS	BOWLING ALLEY	OUTSIDE
Allowable Occupant Load	180	142	18	50	68
					64
This is hereby issued by the undersigned to certify that the premise, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. Failure to post or tampering with the contents of the certificate is strictly prohibited.					
Name of Municipal Fire Chief	Thomas Rullo		Name of Building Official	Charles Maintanis	Date of Inspection 10/29/20
Signature of Municipal Fire Chief			Signature of Building Official	 Charles Maintanis	Date of Issuance 11/03/20



Jean M. Lorizio, Esq.
Commission Chairman

**Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission**

**95 Fourth Street, Suite 3
Chelsea, MA 02150-2358**

2020 NOV 12 AM 9:02

**2021
Retail License Renewal**

License Number: 05527-GP-0670

Municipality: MASHPEE

License Name : MAGNI INC.

License Class: Annual

DBA :

License Type: General On-Premises

Premise Address: 10 Evergreen Circle Mashpee, MA 02649

License Category: All Alcoholic Beverages

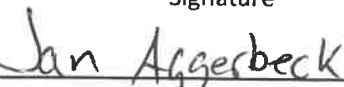
Manager: Jan Aggerbeck

I hereby certify and swear under penalties of perjury that:

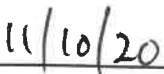
1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).



Signature



Printed Name



Date



Title

Additional Information:





The Commonwealth of Massachusetts

Office of Public Safety & Inspections

New and Renewal Certificate of Inspection - Regular

In accordance with **780 CMR, Chapter 1** (The Ninth Edition of the Massachusetts State Building Code) and Chapter **304 of the Acts of 2004** (an Act to further enhance fire and life safety), this Certificate Of Inspection is issued to the premise or structure or part thereof as herein identified

Issued to	Identify Name of Establishment				Certificate No. <i>CI-20-1050</i>
	<i>Jan Aggerbeck</i>				
Located at	Identify property address including street number, name, city or town and county				Certificate Expiration
	<i>10 Evergreen Circle</i>				<i>12/31/21</i>
Use Group Classification (s)	Basement	First Floor	Second Floor	Third Floor	Fourth Floor
		<i>ASSEMBLY</i>	<i>FACTORY</i>	<i>BUSINESS</i>	
Allowable Occupant Load		<i>131</i>	<i>28</i>	<i>14</i>	<i>173</i>
					<i>TOTAL OCCUPANCY</i>

This is hereby issued by the undersigned to certify that the premise, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. **Failure to post or tampering with the contents of the certificate is strictly prohibited.**

Name of Municipal Fire Chief	<i>Thomas Rullo</i>	Name of Building Official	<i>Charles Maintanis</i>	Date of Inspection	<i>11/12/20</i>
Signature of Municipal Fire Chief	<i>Thomas C. Rullo</i>	Signature of Building Official	<i>Charles Maintanis</i> Charles Maintanis	Date of Issuance	<i>11/24/20</i>



Jean M. Lorizio, Esq.
Commission Chairman

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

2020 NOV 13 AM 11: 20

2021
Retail License Renewal

License Number: 03934-BP-0670

Municipality: MASHPEE

License Name : Naukabout Beer Company, LLC

License Class: Annual

DBA :

License Type: Farmer Brewery Pouring Permit

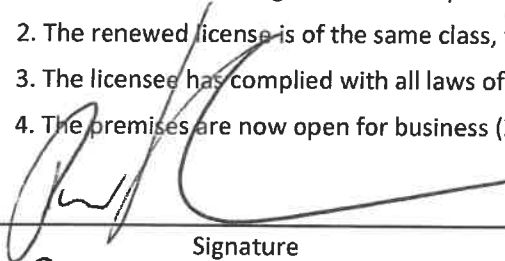
Premise Address: 13 Lake Avenue Mashpee, MA 02649

License Category: Malt Only

Manager: Greg Sellers

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).



Signature

Peter Murman

Printed Name

10/8/20

Date

Manager

Title

Additional Information:





The Commonwealth of Massachusetts
Office of Public Safety & Inspections
New and Renewal Certificate of Inspection - Regular

In accordance with **780 CMR, Chapter 1** (The Ninth Edition of the Massachusetts State Building Code) and Chapter **304 of the Acts of 2004** (an Act to further enhance fire and life safety), this Certificate Of Inspection is issued to the premise or structure or part thereof as herein identified

Issued to	Identify Name of Establishment				Certificate No. CI-20-1054
	Naukaboot Beer Company, LLC				
Located at	Identify property address including street number, name, city or town and county				Certificate Expiration
	13 LAKE AVE				12/31/21
Use Group Classification (s)	Basement	First Floor	Second Floor	Third Floor	Fourth Floor
		FIRST FLOOR	OUTSIDE AREA		Other
Allowable Occupant Load		46	40		
This is hereby issued by the undersigned to certify that the premise, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. Failure to post or tampering with the contents of the certificate is strictly prohibited.					
Name of Municipal Fire Chief	Thomas Rullo	Name of Building Official	Charles Maintanis	Date of Inspection	11/19/20
Signature of Municipal Fire Chief	Thomas C. Rullo	Signature of Building Official	Charles Maintanis	Date of Issuance	11/24/20



Jean M. Lorizio, Esq.
Commission Chairman

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

2020 NOV 18 AM 10: 51

2021
Retail License Renewal

License Number: 03325-RS-0670 Municipality: MASHPEE
License Name : New Seabury Resources Management, Inc. License Class: Annual
DBA : New Seabury Athletic Club And Pool House License Type: Restaurant
Premise Address: 60-80 Cross Road Mashpee, MA 02649 License Category: All Alcoholic Beverages
Manager: Scott Mullen

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Scott A. Mullen
Signature

Scott A. Mullen
Printed Name

11-17-20
Date

Food + Beverage Manager
Title

Additional Information:





The Commonwealth of Massachusetts
Office of Public Safety & Inspections
New and Renewal Certificate of Inspection - Regular

In accordance with **780 CMR, Chapter 1** (The Ninth Edition of the Massachusetts State Building Code) and Chapter **304 of the Acts of 2004** (an Act to further enhance fire and life safety), this Certificate Of Inspection is issued to the premise or structure or part thereof as herein identified

Issued to	Identify Name of Establishment				Certificate No. CI-20-1051	
	NS Beach Club LLC					
Located at	Identify property address including street number, name, city or town and county				Certificate Expiration	
	60 CROSS RD				12/31/21	
Use Group Classification (s)	Basement	First Floor	Second Floor	Third Floor	Fourth Floor	Other
		INSIDE BAR	INSIDE GROUP STUDIO	OUTSIDE DECK	OUT BACK SIDE DECK	OUTSIDE POOL AREA
Allowable Occupant Load		67	17	62	49	720

This is hereby issued by the undersigned to certify that the premise, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. **Failure to post or tampering with the contents of the certificate is strictly prohibited.**

Name of Municipal Fire Chief	Thomas Rullo	Name of Building Official	Charles Maintanis	Date of Inspection	11/19/20
Signature of Municipal Fire Chief		Signature of Building Official	 Charles Maintanis	Date of Issuance	11/24/20



Jean M. Lorizio, Esq.
Commission Chairman

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

2020 NOV 18 AM 10:51

2021
Retail License Renewal

License Number: 00003-RS-0670 Municipality: MASHPEE
License Name : New Seabury Resources Management Inc. License Class: Annual
DBA : New Seabury Country Club License Type: Club
Premise Address: 95 Shore Drive West Mashpee, MA 02649 License Category: All Alcoholic Beverages
Manager: Scott Mullen

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Scott A Mullen
Signature

11-6-20
Date

Scott A. Mullen
Printed Name

Food & Beverage Manager
Title

Additional Information:





The Commonwealth of Massachusetts

Office of Public Safety & Inspections

New and Renewal Certificate of Inspection - Regular

In accordance with **780 CMR, Chapter 1** (The Ninth Edition of the Massachusetts State Building Code) and Chapter **304 of the Acts of 2004** (an Act to further enhance fire and life safety), this Certificate Of Inspection is issued to the premise or structure or part thereof as herein identified

Issued to	Identify Name of Establishment				Certificate No.
	New Seabury Country Club				CI-20-1071
Located at	Identify property address including street number, name, city or town and county				Certificate Expiration
	95 SHORE DR WEST				12/31/21
Use Group Classification (s)	Basement	First Floor	Second Floor	Third Floor	Fourth Floor
		FUNCTION ROOM	PLAYERS ROOM	BAR / LOUNGE	Other
Allowable Occupant Load		220	60	100	

This is hereby issued by the undersigned to certify that the premise, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. **Failure to post or tampering with the contents of the certificate is strictly prohibited.**

Name of Municipal Fire Chief	Thomas Rullo	Name of Building Official	Charles Maintanis	Date of Inspection	11/19/20
Signature of Municipal Fire Chief		Signature of Building Official	 Charles Maintanis	Date of Issuance	12/01/20



Jean M. Lorizio, Esq.
Commission Chairman

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

2020 NOV 20 PM 3:58

2021
Retail License Renewal

License Number: 00046-RS-0670

Municipality: MASHPEE

License Name : 99 West Inc

License Class: Annual

DBA : 99 Restaurant

License Type: Restaurant

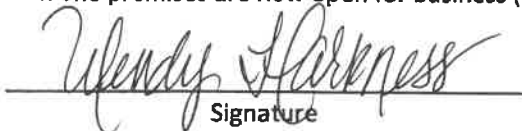
Premise Address: 8 Ryans Way Mashpee, MA 02649

License Category: All Alcoholic Beverages

Manager: Walter Eric Whaples

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).


Signature

November 13, 2020

Date

Wendy Harkness

Printed Name

Chief Admin Officer/Secretary

Title

Additional Information:





The Commonwealth of Massachusetts

Office of Public Safety & Inspections

New and Renewal Certificate of Inspection - Regular

In accordance with **780 CMR, Chapter 1** (The Ninth Edition of the Massachusetts State Building Code) and Chapter **304 of the Acts of 2004** (an Act to further enhance fire and life safety), this Certificate Of Inspection is issued to the premise or structure or part thereof as herein identified

Issued to	Identify Name of Establishment				Certificate No. <i>CI-20-1031</i>
	<i>99 Restaurant & Pub # 20048</i>				
Located at	Identify property address including street number, name, city or town and county				Certificate Expiration
	<i>8 RYANS WAY</i>				<i>12/31/21</i>
Use Group Classification (s)	Basement	First Floor	Second Floor	Third Floor	Fourth Floor
		<i>BAR</i>	<i>DINING ROOM</i>	<i>STANDING BAR</i>	<i>EMPLOYEES</i>
Allowable Occupant Load		<i>28</i>	<i>128</i>	<i>17</i>	<i>15</i>

This is hereby issued by the undersigned to certify that the premise, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. **Failure to post or tampering with the contents of the certificate is strictly prohibited.**

Name of Municipal Fire Chief	<i>Thomas Rullo</i>	Name of Building Official	<i>Charles Maintanis</i>
Signature of Municipal Fire Chief		Signature of Building Official	
		Date of Inspection	<i>11/04/20</i>
		Date of Issuance	<i>11/17/20</i>



Jean M. Lorizio, Esq.
Commission Chairman

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

2020 NOV 18 AM 10: 51

2021
Retail License Renewal

License Number: 00051-HT-0670 Municipality: MASHPEE
License Name : New Seabury Resources Management Inc License Class: Annual
DBA : Popponesset Inn License Type: Hotel/Innkeeper
Premise Address: 252 Shore Drive Mashpee, MA 02649 License Category: All Alcoholic Beverages
Manager: Scott Mullen

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Scott A. Mullen
Signature

Scott A. Mullen
Printed Name

11-17-20
Date

Food & Beverage Manager
Title

Additional Information:





The Commonwealth of Massachusetts
Office of Public Safety & Inspections
New and Renewal Certificate of Inspection - Regular

In accordance with **780 CMR, Chapter 1** (The Ninth Edition of the Massachusetts State Building Code) and Chapter **304 of the Acts of 2004** (an Act to further enhance fire and life safety), this Certificate Of Inspection is issued to the premise or structure or part thereof as herein identified

Issued to	Identify Name of Establishment					Certificate No. CI-20-1048
	POPPONSETT MARKETPLACE LLC / BOB'S SEAFOOD CAFE					
Located at	Identify property address including street number, name, city or town and county					Certificate Expiration
	259 SHORE DR					12/31/21
Use Group Classification (s)	Basement	First Floor	Second Floor	Third Floor	Fourth Floor	Other
		INSIDE DINNING	OUTSIDE DINING			
Allowable Occupant Load		28	31			

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Name of Municipal Fire Chief	Thomas Rullo	Name of Building Official	Charles Maintanis	Date of Inspection	11/12/20
Signature of Municipal Fire Chief		Signature of Building Official	 Charles Maintanis	Date of Issuance	11/24/20



Jean M. Lorizio, Esq.
Commission Chairman

**Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission**

**95 Fourth Street, Suite 3
Chelsea, MA 02150-2358**

2020 NOV 23 PM 12: 57

**2021
Retail License Renewal**

License Number: 00004-RS-0670 Municipality: MASHPEE
License Name : Qvcc Inc License Class: Annual
DBA : Quashnet Valley Country Club License Type: Restaurant
Premise Address: 309 Old Barnstable Rd Mashpee, MA 02143 License Category: All Alcoholic Beverages
Manager: Philip J Dolimpio

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).


Signature

Philip Dolimpio
Printed Name

11/17/20
Date

Manager
Title

Additional Information:





The Commonwealth of Massachusetts
Office of Public Safety & Inspections
New and Renewal Certificate of Inspection - Regular

In accordance with **780 CMR, Chapter 1** (The Ninth Edition of the Massachusetts State Building Code) and Chapter 304 of the Acts of 2004 (an Act to further enhance fire and life safety), this Certificate Of Inspection is issued to the premise or structure or part thereof as herein identified

Issued to	Identify Name of Establishment				Certificate No.
	Quashnet Valley Grille				CI-20-1065
Located at	Identify property address including street number, name, city or town and county				Certificate Expiration
	309 OLD BARNSTABLE RD				12/31/21
Use Group Classification (s)	Basement	First Floor	Second Floor	Third Floor	Fourth Floor
		CHAIRS AND TABLES	CHAIRS OR STANDING	BAR	CHAIRS WITH TABLES
Allowable Occupant Load		155	176	38	24

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Name of Municipal Fire Chief	Thomas Rullo	Name of Building Official	Charles Maintanis	Date of Inspection	11/19/20
Signature of Municipal Fire Chief		Signature of Building Official	 Charles Maintanis	Date of Issuance	11/25/20



Jean M. Lorizio, Esq.
Commission Chairman

Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission

95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

2020 NOV -6 PM 2:13

SELECTMAN 2021
Retail License Renewal

License Number: 00015-RS-0670

Municipality: MASHPEE

License Name : Better Food LLC

License Class: Annual

DBA : Siena Restaurant

License Type: Restaurant

Premise Address: 17 Steeple Street Mashpee, MA 02649

License Category: All Alcoholic Beverages

Manager: Graham Silliman

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Megan L. Lavery
Signature

Megan L. Lavery
Printed Name

10.27.2020
Date

General Mgr.
Title

Additional Information:

The Commonwealth of Massachusetts

Office of Public Safety & Inspections

New and Renewal Certificate of Inspection - Regular

In accordance with **780 CMR, Chapter 1** (The Ninth Edition of the Massachusetts State Building Code) and Chapter **304 of the Acts of 2004** (an Act to further enhance fire and life safety), this Certificate Of Inspection is issued to the premise or structure or part thereof as herein identified

Issued to	Identify Name of Establishment				Certificate No. <i>CI-20-1005</i>
	<i>Siena</i>				
Located at	Identify property address including street number, name, city or town and county				Certificate Expiration
	<i>17 STEEPLE ST</i>				<i>12/31/21</i>
Use Group Classification (s)	Basement	First Floor	Second Floor	Third Floor	Fourth Floor
		<i>DINING AREA</i>	<i>BAR AREA</i>	<i>OUTSIDE SEATING</i>	
		<i>180</i>	<i>22</i>	<i>73</i>	Other
Allowable Occupant Load					

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Name of Municipal Fire Chief	<i>Thomas Rullo</i>	Name of Building Official	<i>Charles Maintanis</i>	Date of Inspection	<i>11/04/20</i>
Signature of Municipal Fire Chief		Signature of Building Official		Date of Issuance	<i>11/10/20</i>



Jean M. Lorizio, Esq.
Commission Chairman

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

2020 NOV 25 PM 12:45

2021
Retail License Renewal

License Number: 00055-RS-0670

Municipality: MASHPEE

License Name : Fidge Corp

License Class: Annual

DBA : Soprano'S Ristorante

License Type: Restaurant

Premise Address: 681 Falmouth Road Mashpee, MA 02649

License Category: All Alcoholic Beverages

Manager: Edmund Richardi

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Edmund Richardi

Signature

11-24-2020

Date

Edmund Richardi

Printed Name

Manager

Title

Additional Information:





The Commonwealth of Massachusetts

Office of Public Safety & Inspections

New and Renewal Certificate of Inspection - Regular

In accordance with **780 CMR, Chapter 1** (The Ninth Edition of the Massachusetts State Building Code) and Chapter **304 of the Acts of 2004** (an Act to further enhance fire and life safety), this Certificate Of Inspection is issued to the premise or structure or part thereof as herein identified

Issued to	Identify Name of Establishment				Certificate No.
	Sopranos				CI-20-1057
Located at	Identify property address including street number, name, city or town and county				Certificate Expiration
	681-11A FALMOUTH RD				12/31/21
Use Group Classification (s)	Basement	First Floor	Second Floor	Third Floor	Fourth Floor
		BAR SEATING	RESTAURANT SEATING	PATIO SEATING	Other
Allowable Occupant Load		12	49	16	

This is hereby issued by the undersigned to certify that the premise, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. **Failure to post or tampering with the contents of the certificate is strictly prohibited.**

Name of Municipal Fire Chief	Thomas Rullo	Name of Building Official	Charles Maintanis	Date of Inspection	11/19/20
Signature of Municipal Fire Chief		Signature of Building Official	 Charles Maintanis	Date of Issuance	11/24/20



Jean M. Lorizio, Esq.
Commission Chairman

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

2020 NOV 24 PM 3: 57

2021
Retail License Renewal

License Number: 00074-RS-0670

Municipality: MASHPEE

License Name : Wicked Restaurant Inc

License Class: Annual

DBA : Wicked

License Type: Restaurant

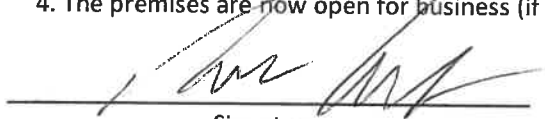

Premise Address: 35 South Street G Mashpee, MA 02649


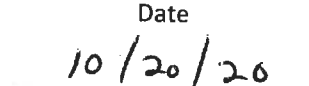
License Category: All Alcoholic Beverages

Manager: Robert Catania

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).


Signature

Printed Name


Date

Title

Additional Information:





The Commonwealth of Massachusetts

Office of Public Safety & Inspections

New and Renewal Certificate of Inspection - Regular

In accordance with **780 CMR, Chapter 1** (The Ninth Edition of the Massachusetts State Building Code) and Chapter **304 of the Acts of 2004** (an Act to further enhance fire and life safety), this Certificate Of Inspection is issued to the premise or structure or part thereof as herein identified

Issued to	Identify Name of Establishment				Certificate No. CI-20-0973
	Wicked Restaurant and Wine Bar				
Located at	Identify property address including street number, name, city or town and county				Certificate Expiration
	35 F South st				12/31/21
Use Group Classification (s)	Basement	First Floor	Second Floor	Third Floor	Fourth Floor
		DINNING AREA	OUTSIDE		Other
Allowable Occupant Load		153	25		

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Name of Municipal Fire Chief	Thomas Rullo	Name of Building Official	Charles Maintanis	Date of Inspection	10/29/20
Signature of Municipal Fire Chief		Signature of Building Official	 Charles Maintanis	Date of Issuance	11/03/20



Jean M. Lorizio, Esq.
Commission Chairman

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

2020 NOV 24 PM 3: 57

2021
Retail License Renewal

License Number: 00036-CL-0670 Municipality: MASHPEE
License Name : Southworth Willowbend Inc License Class: Annual
DBA : Willowbend Country Club License Type: Commercial Club
Premise Address: 100 Willowbend Drive Mashpee, MA 02649 License Category: All Alcoholic Beverages
Manager: Cathy Chauvin

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Signature

Cathy Chauvin

Printed Name

11/23/2020

Date

Manager

Title

Additional Information:





The Commonwealth of Massachusetts
Office of Public Safety & Inspections
New and Renewal Certificate of Inspection - Regular

In accordance with **780 CMR, Chapter 1** (The Ninth Edition of the Massachusetts State Building Code) and Chapter 304 of the Acts of 2004 (an Act to further enhance fire and life safety), this Certificate Of Inspection is issued to the premise or structure or part thereof as herein identified

Issued to	Identify Name of Establishment				Certificate No.
	Willowbend Golf and Country Club				CI-20-1063
Located at	Identify property address including street number, name, city or town and county				Certificate Expiration
	100 WILLOWBEND DR				12/31/21
Use Group Classification (s)	Basement	First Floor	Second Floor	Third Floor	Fourth Floor
		BAR & LOUNGE	CARD ROOM	LIVING ROOM	DINING AREA
Allowable Occupant Load		75	20	40	200
					Other

This is hereby issued by the undersigned to certify that the premise, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. **Failure to post or tampering with the contents of the certificate is strictly prohibited.**

Name of Municipal Fire Chief	Name of Building Official	Date of Inspection
Thomas Rullo	Charles Maintanis	11/19/20
Signature of Municipal Fire Chief	Signature of Building Official	Date of Issuance
	 Charles Maintanis	11/25/20



Jean M. Lorizio, Esq.
Commission Chairman

Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission

95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

2020 NOV 24 AM 9: 43

2021
Retail License Renewal

License Number: 00043-RS-0670

Municipality: MASHPEE

License Name : Zoe Inc

License Class: Annual

DBA : Zoes

License Type: Restaurant

Premise Address: 38 Bates Road Mashpee, MA 02649

License Category: Wines and Malt

Manager: Thomas W Poole

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Thomas Poole
Signature

11/16/20
Date

Thomas Poole
Printed Name

Rec
Title

Additional Information:





The Commonwealth of Massachusetts

Office of Public Safety & Inspections

New and Renewal Certificate of Inspection - Regular

In accordance with **780 CMR, Chapter 1** (The Ninth Edition of the Massachusetts State Building Code) and Chapter **304 of the Acts of 2004** (an Act to further enhance fire and life safety), this Certificate Of Inspection is issued to the premise or structure or part thereof as herein identified

Issued to	Identify Name of Establishment				Certificate No. <i>CI-20-1053</i>
	<i>ZOE INC</i>				
Located at	Identify property address including street number, name, city or town and county				Certificate Expiration
	<i>38 bates road</i>				<i>12/31/21</i>
Use Group Classification (s)	Basement	First Floor	Second Floor	Third Floor	Fourth Floor
		<i>A-2</i>			Other
Allowable Occupant Load		<i>75</i>			

This is hereby issued by the undersigned to certify that the premise, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. **Failure to post or tampering with the contents of the certificate is strictly prohibited.**

Name of Municipal Fire Chief	<i>Thomas Rullo</i>	Name of Building Official	<i>Charles Maintanis</i>	Date of Inspection	<i>11/19/20</i>
Signature of Municipal Fire Chief	<i>Thomas C. Rullo</i>	Signature of Building Official	<i>Charles Maintanis</i> Charles Maintanis	Date of Issuance	<i>11/24/20</i>



Jean M. Lorizio, Esq.
Commission Chairman

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

2020 NOV 25 PM 12:45

2021
Retail License Renewal

License Number: 00021-PK-0670

Municipality: MASHPEE

License Name : Andys Market Inc

License Class: Annual

DBA :

License Type: Package Store

Premise Address: 425 Nathan Ellis Highway Mashpee, MA
02649

License Category: All Alcoholic Beverages

Manager: Bryan W Anderson

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).


Signature

11/24/20
Date

BRYAN ANDERSON
Printed Name

PRESIDENT
Title

Additional Information:





Jean M. Lorizio, Esq.
Commission Chairman

**Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission**

**95 Fourth Street, Suite 3
Chelsea, MA 02150-2358**

2020 NOV -6 PM 2: 04

**2021
Retail License Renewal**

License Number: 00024-PK-0670 Municipality: MASHPEE
License Name : Paradigm Inc License Class: Annual
DBA : The Barn License Type: Package Store
Premise Address: 999 Rte 28 Merry Meadow Mashpee, MA License Category: All Alcoholic Beverages
02649
Manager: Mohammed Shafique

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).


Signature

MOHAMMAD SHAFIQUE
Printed Name

10-30-20
Date

OWNER
Title

Additional Information:





Jean M. Lorizio, Esq.
Commission Chairman

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

2020 NOV -6 PM 2: 13

2021
Retail License Renewal

License Number: 00042-PK-0670 Municipality: MASHPEE
License Name : Shreeji Krupa LLC License Class: Annual
DBA : Best Buy Beverage License Type: Package Store
Premise Address: 16 Echo Road Mashpee, MA 02649 License Category: All Alcoholic Beverages
Manager: Chetna H Patel

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).


Signature

Chetna Patel
Printed Name

11/02/2020
Date

Owner
Title

Additional Information:





Jean M. Lorizio, Esq.
Commission Chairman

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

2020 NOV 25 PM 12:46

2021
Retail License Renewal

License Number: 00071-PK-0670

Municipality: MASHPEE

License Name : Commons Convenience Inc

License Class: Annual

DBA :

License Type: Package Store

Premise Address: 414 Nathan Ellis Highway Mashpee, MA
02649

License Category: Wines and Malt

Manager: Ghulam Rasool

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).



Signature

SAEED A CHAUDHARY

Printed Name

10.22.2020

Date
PRESIDENT

Title

Additional Information:





Jean M. Lorizio, Esq.
Commission Chairman

**Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission**

**95 Fourth Street, Suite 3
Chelsea, MA 02150-2358**

2020 OCT 29 PM 12:17

**2021
Retail License Renewal**

License Number: 00023-PK-0670 Municipality: MASHPEE
License Name : Denrich Enterprises Inc License Class: Annual
DBA : Liberty Liquors At North Market Street License Type: Package Store
Premise Address: 4 North Market Street Mashpee, MA 02649 License Category: All Alcoholic Beverages
Manager: Dena M Rymsha

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Signature

Dena Rymsha

Printed Name

10/22/20

Date

owner/manager

Title

Additional Information:





Jean M. Lorizio, Esq.
Commission Chairman

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


2020 NOV 25 PM 12: 46

2021
Retail License Renewal

License Number: 89793-PK-0670 Municipality: MASHPEE
License Name : Little Shop of Olive Oils License Class: Annual
DBA : The Little Shop Of Olive Oils License Type: Package Store
Premise Address: 12 Central Square Mashpee, MA 02649 License Category: Wines and Malt
Manager: Michael Wilkinson

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).


Signature
Michael J. Wilkinson
Printed Name

11/24/20
Date
President
Title

Additional Information:





Jean M. Lorizio, Esq.
Commission Chairman

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

2020 NOV 25 PM 3:06

2021
Retail License Renewal

License Number: 89373-PK-0670

Municipality: MASHPEE

License Name : ASZS Group, Inc.

License Class: Annual

DBA : Mashpee Mart

License Type: Package Store

Premise Address: 44 Falmouth Road Mashpee, MA 02649

License Category: Wines and Malt

Manager: Zohaib Shahid

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).


Signature

11-25-2020
Date

Zohaib Shahid
Printed Name

President
Title

Additional Information:





Jean M. Lorizio, Esq.
Commission Chairman

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

2020 NOV -9 AM 9:12

2021
Retail License Renewal

License Number: 88862-PK-0670

Municipality: MASHPEE

License Name : Shree Kamakya Devi, Inc.

License Class: Annual

DBA : Mashpee Mini Mart

License Type: Package Store

Premise Address: 401 Nathan Ellis Highway Mashpee, MA
02649

License Category: Wines and Malt

Manager: Subodh Basnet

I hereby certify and swear under penalties of perjury that:

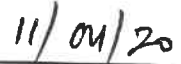
1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).




Signature



Printed Name



Date


Title

Additional Information:





Jean M. Lorizio, Esq.
Commission Chairman

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

2020 OCT 29 PM 12:17

2021
Retail License Renewal

License Number: 00020-PK-0670

Municipality: MASHPEE

License Name : Bacchus Enterprises Inc

License Class: Annual

DBA : South Cape Wine And Spirits

License Type: Package Store

Premise Address: 999 South Cape Plaza C1 Mashpee, MA
02649

License Category: All Alcoholic Beverages

Manager: Barbara Rymsha

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).


Signature
Barbara Rymsha
Printed Name

10/22/20
Date
President
Title

Additional Information:





Jean M. Lorizio, Esq.
Commission Chairman

Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission

95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

2020 NOV -6 PM 2:13
2020 NOV -6 PM 2

2021
Retail License Renewal

License Number: 00085-PK-0670

Municipality: MASHPEE

License Name : Darby's Natural Markets LLC

License Class: Annual

DBA : Rory'S

License Type: Package Store

Premise Address: 32 Market Street Mashpee, MA 02649

License Category: Wines and Malt

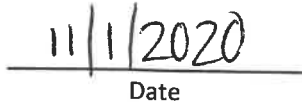
Manager: Rory Eames

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).


Signature


Printed Name


Date


Title

Additional Information:



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

Pursuant to Chapter 138 of Massachusetts General Laws, the Board of Selectmen, acting as the Local Licensing Authority for the Town of Mashpee, will conduct a public hearing on the Liquor License Amendment Application of 25 Market St. Inc. d/b/a, Trevi Café located at 25 Market Street, Mashpee MA 02649, Susan Musto, Manager, for an alteration of premises. Said hearing will be held on Monday, December 7, 2020 at 6:45 p.m., in the Waquoit Meeting Room of Mashpee Town Hall, 16 Great Neck Road North, Mashpee MA 02649.

Please be advised, if the Mashpee Town Hall is still closed to the public due to the COVID-19 public health emergency the public may participate in the following manner:

Broadcast Live on Local Cable Channel 18

Call in Comment Number: (508) 539-1400 extension 8585

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

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

Per order of
The Mashpee Board of Selectmen

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

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



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Per order of
The Mashpee Board of Selectmen
John J. Cotton, *Chair*
Thomas F. O'Hara, *Vice-Chair*
Carol A. Sherman, *Clerk*
Andrew R. Gottlieb
David W. Weeden

November 27, 2020



TOWN OF MASHPEE

OFFICE OF SELECTMEN

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

MEMORANDUM

DATE: December 2, 2020
TO: Rodney C. Collins, Town Manager
Board of Selectmen
FROM: Stephanie A. Coleman, Administrative Secretary
RE: Alcoholic Beverages License Amendment – Alteration of Premises, Trevi Café

Description

Discussion and approval of the License Amendment Application of 25 Market Street, Inc. d/b/a Trevi Café located at 25 Market Street, Mashpee MA 02649, Susan Musto, Manager, for an Alteration of Premises.

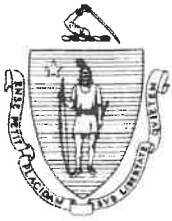
Background

Attached is the Liquor License Amendment Application of 25 Market St. Inc. d/b/a, Trevi Café. The premises is described as a two floor dining area and patio totaling 2,501 sq. ft., with two entrances and two exits.

The proposed change will add a new dining area, measuring at 327 sq. ft. with a seating capacity of 24.

Recommendation

Attached is the application for your review.



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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

2020 NOV 12 AM 9:06

AMENDMENT-Change or Alteration of Premises Information

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

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE

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

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

CVLA-20-0069

ENTITY/ LICENSEE NAME 25 Market St Inc

ADDRESS P O Box 2127 (25 Market St.)

CITY/TOWN Mashpee

STATE MA

ZIP CODE 02649

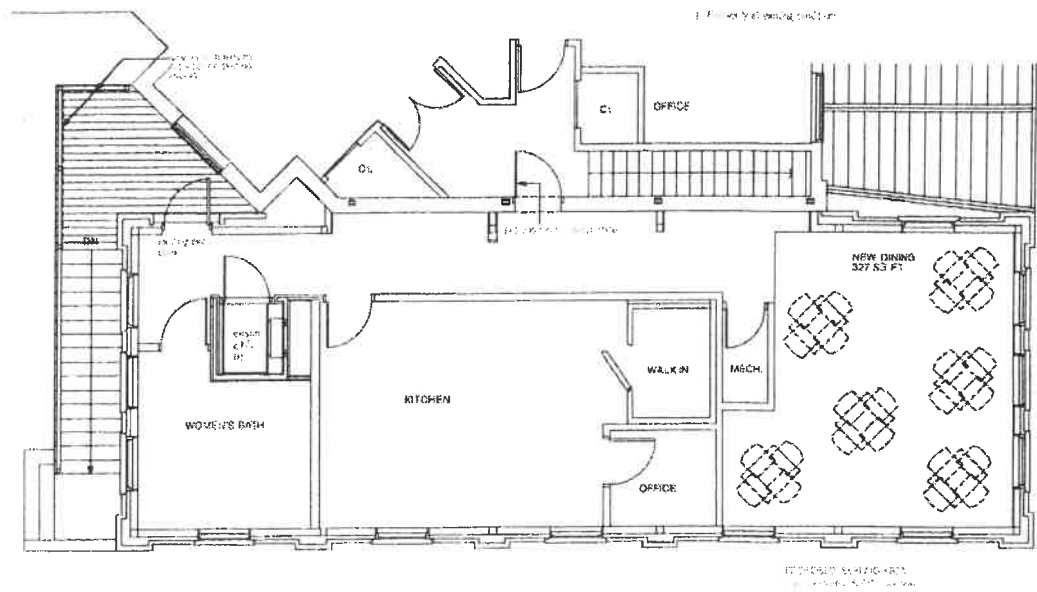
For the following transactions (Check all that apply):

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

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS
TRANSMITTAL FORM ALONG WITH
COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

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

Sketch of proposed work (dated 2004):



BUILDING-12A
SECOND FLOOR PLAN

15.01 Keller Moore Architects
15.01 1. 04



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

AMENDMENT-Change or Alteration of Premises Information

☐ **Change of Location**

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

☒ **Alteration of Premises**

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

1. BUSINESS ENTITY INFORMATION

Entity Name

25 Market St Inc - Trevi Cafe

Municipality

Mashpee, MA

ABCC License Number

CVLA-20-0069

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

To use upstairs room for service of patrons when the outside patio is not available. Looking to add 20 seats

APPLICATION CONTACT

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

Name

Title

Email

Phone

Susan Musto

pres

2. ALTERATION OF PREMISES

2A. DESCRIPTION OF ALTERATIONS

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

Adding an upstairs room for use when our outside dining is closed

2B. PROPOSED DESCRIPTION OF PREMISES

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

Extended dining room for use when patio is closed

Total Sq. Footage

327

Seating Capacity

24

Occupancy Number

25

Number of Entrances

2

Number of Exits

2

Number of Floors

1

AMENDMENT-Change or Alteration of Premises Information

3. CHANGE OF LOCATION

3A. PREMISES LOCATION

Last-Approved Street Address

Proposed Street Address

3B. DESCRIPTION OF PREMISES

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

Total Sq. Footage

Seating Capacity

Occupancy Number

Number of Entrances

Number of Exits

Number of Floors

3C. OCCUPANCY OF PREMISES

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

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

Lease

Landlord Name

Mashpee commons LP

Landlord Phone

508*477-5400

Landlord Email

jrenz@mashpeecommons.com

Landlord Address

Mashpee commons, Mashpee, MA 02649

Lease Beginning Date

01/01/2007

Rent per Month

5400

Lease Ending Date

12/31/2021

Rent per Year

64800

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

☐ Yes ☒ No

4. 2nd floor office space: 460 square feet of 2nd floor office space at the following gross rental amounts

1/1/17 to 12/31/17	\$22/sf
1/1/18 to 12/31/18	\$22.50/sf
1/1/19 to 12/31/19	\$23/sf
1/1/20 to 12/31/20	\$23.50/sf
1/1/21 to 12/31/21	\$24/sf

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

MASHPEE COMMONS II LLC

Its sole member

By NMS Associates, Inc. its General Partner

By: _____
(LANDLORD)

By: _____
(TENANT)

4. FINANCIAL DISCLOSURE

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

Associated Cost(s):

\$2500

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
25 Market St Inc	\$2500
Total	\$2500

SOURCE OF FINANCING

Please provide signed financing documentation.

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

APPLICANT'S STATEMENT

I, Susan J. Musto the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager
Authorized Signatory
of 25 Market St Inc
Name of the Entity/Corporation

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

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

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

Signature:

Susan J. Musto

Date: 11/5/2020

Title:

President

CORPORATE VOTE

The Board of Directors or LLC Managers of 25 Market St Inc
Entity Name
duly voted to apply to the Licensing Authority of Mashpee and the
City/Town
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 10/31/2020
Date of Meeting

For the following transactions (Check all that apply):

☒ Alteration of Licensed Premises

☐ Change of Location

☐ Other

"VOTED: To authorize

Susan J. Musto

Name of Person

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

A true copy attest,

For Corporations ONLY

A true copy attest,

Susan J. Musto
Corporate Officer / LLC Manager Signature

Susan J. Musto
Corporation Clerk's Signature

SUSAN J MUSTO
(Print Name)

SUSAN J MUSTO
(Print Name)

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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



Transaction Processed Successfully.

INVOICE #: bba4547c-b91b-4167-85e8-bfbc33dae26b

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	25 Market Street Inc.	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Total Amount Paid: \$204.70

Date Paid: 11/5/2020 4:06:34 PM EDT

Payment On Behalf Of

License Number or Business Name:
25 Market Street, Inc.

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Susan

Last Name:
Musto

Address:

City:
Mashpee

State:
MA

Zip Code:
02649-3967

Email Address:



Mashpee Phase 1

Water Resource Recovery Facility (WRRF) Pump Stations &
Collection System
Final Design

Board of Selectmen Meeting | December 7, 2020



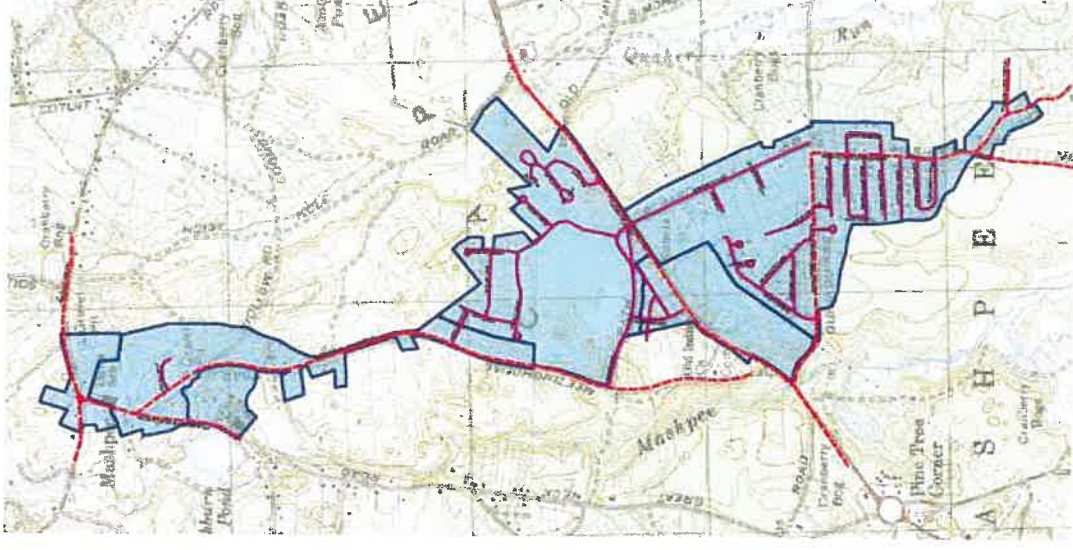
Project Schedule

- State Revolving Fund Schedule
 - SRF PEF Application – Submitted August 2020
 - Intended Use Plan - January 2021
 - Town Construction Appropriation – Spring 2021
 - SRF Design Submittal Target Date – July 2021
 - Target Bid Date – November 2021

Phase 1 Final Design Field Investigations

Tentative Timeframes:

- WRRF Site Borings
 - December 2020 – January 2021
- Collection System Borings
 - January - March 2021
- Collection System / Pump Station Survey
 - December 2020 – May 2021



List of Roads in Phase 1

Roads/Locations			
Antunes Avenue	Drew Lane	Orchard Road	Ships Anchor Drive
Ashers Path East	Egret Court	Papnomett Road	Ships Lantern Drive
Brewster Road	Falmouth Road / Route 28	Pine Road	Ships Wheel Drive
Butler Lane	Great Neck Road	Porthole Drive	Shipwreck Drive
Carleton Drive	Hanson Drive	Quinaquisset Avenue	Simon's Narrows Road
Chatham Lane	Harwich Road	Rainbow Lane	Strawberry Avenue
Christopher Lane	High Sachem Road	River Hill Road	Summerwood
Clipper Street	Mashpee Neck Road	Route 130	Swain Circle
Compass Drive	Matchewuttah Road	Sea Oaks	Topsail Road
Dennis Road	Meeting House Road	Sewall Drive	Truro Road



Evan R. Lehrer

Town Planner

(508) 539-1400 x. 8521
elehrer@mashpeema.gov
www.mashpeema.gov/Planning

"There is no logic that can be superimposed on the city; people make it, and it is to them, not buildings, that we must fit our plans."
-Jane Jacobs

MEMORANDUM

To: John Cotton, *Chairman, Board of Selectmen*
From: Evan R. Lehrer, *Town Planner*
Date: November 4, 2020
Re: OGCC LLC Request for Host Community Agreement

After receiving a notice of intent (attached) to enter into a Host Community Agreement for marijuana cultivation and manufacturing at 57 Industrial Drive from OGCC LLC, Town Staff met with the applicant virtually on October 14, 2020. It is my understanding that OGCC LLC, under different principals, had previously executed an agreement with the Selectmen for the same proposed uses. It was advised, due to changes in OGCC's leadership, to request a new Host Community Agreement.

Staff who met with the applicant included the Town Planner, Building Inspector, Health Agent, Police Chief, and Deputy Fire Chief. There were some technical issues raised to the applicant from the Health Agent and Deputy Fire Chief. Since the October 14th meeting, I have received written confirmation via email (attached) from each department that the concerns raised have been generally satisfied. Additionally, the Chief of Police has written to confirm his review and approval of the applicant's proposed security plan. Any other issues are technical issues that can be rectified via the permitting process.

The applicant has provided a draft host community agreement (attached) for the Selectmen's consideration which shows consistency with the Cannabis Control Commissions regulations and minimum criteria. Additionally, they propose a voluntary donation of \$5,000 annually for drug abuse/prevention/treatment programs.

Based upon the aforementioned recommendations of my colleagues, OGCC LLC is prepared to present to the Selectmen on a future agenda to discuss the proposed Host Community Agreement. I have included all the relevant documentation provided by the applicant to Town Staff with this memo

OCEAN GROWN CANNA COLLECTIVE LLC

giatreisbuilders@
comcast.net

57 Industrial Drive
Mashpee MA
02649

September 15, 2020

Stephen Giatrelis

Mashpee MA 02649

Evan Lehrer,

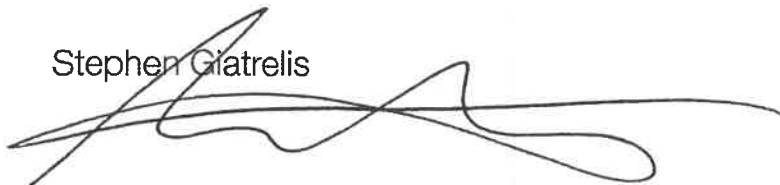
RE: Letter of Intent for Host Agreement

OGCC - Ocean Grown Canna Collective LLC is applying to the Cannabis Control Commission for a Tier II Marijuana Cultivator License to include cultivating, manufacture, extraction, process, package and brand marijuana products to be delivered to Marijuana establishments, excluding edibles.

The location of the proposed facility is 57 Industrial Drive, Mashpee MA.

Main point of contact is Stephen Giatrelis - Giatrelis Builders of Mashpee MA.

Stephen Giatrelis



Evan Lehrer

From: Evan Lehrer
Sent: Wednesday, October 14, 2020 10:44 AM
To:
Cc: Glen E. Harrington; Charles Maintanis; Jack Phelan; Scott Carline; Wayne E. Taylor
Subject: RE: OGCC BP, HOST Agreement, Bios
Attachments: RecreationalMarijuana05162019FINAL.PDF

Thank you for your time this morning. Below is a summary of my primary takeaways from this morning's conversation highlighting next steps for both Mashpee staff and OGCC's Team:

Fire Department: Satisfied at this point with CO2 extraction process. Recommends whole building be sprinklered. There is both well and Town water at the site to serve the fire suppression system. Mashpee Water District does not appear to have a record of being connected at 57 Industrial Drive. OGCC should rectify that issue and notify the town accordingly of status. Once that Town water service is confirmed for fire suppression I will look to the FD to submit to me in writing a recommendation to move OGCC on to the Selectmen unless there are other issues the FD may need to address.

Police Department: Police chief recalls the conversations that occurred a year or so ago regarding the security plan. I will be looking to the Chief to sign off on the plan. Please connect with Chief Carline to discuss the security plan with your consultant. Once that has occurred I will look to Chief Carline to submit to me in writing a recommendation to move OGCC on to the Selectmen.

Health: I have attached the Board of Health regulation on Marijuana Establishments for your review. The Health Agent does not believe there are any issues with the existing Title V septic on site as it was constructed for similar uses. The health agent should also be connected with your consultant to get specifics on the issues of odor mitigation, industrial wastewater containment and disposal, as well as the water district issue. Once the health agent is generally satisfied with OGCC's plans to address these issues I will look for his approval as well.

Building/Zoning: No issues have arisen as no building plans yet provided. Any issues that may arise will be code related that will need to be rectified prior to issuance of any building permits anyhow. The use proposed will require a modification to the existing special permit for the site. We can provide some clarity with re: to process and timelines for that as you are further into the design phase.

Planning: Just a reminder to please notify the Town, as you are required to do, about the additional community outreach meeting that the Cannabis Control Commission will require. **If this summary is inadequate in any way, or I missed something, please notify me and I will pass along to the applicant.**

Thanks again,

Evan Lehrer

From: g
Sent: Monday, September 28, 2020 3:53 PM
To: Evan Lehrer <ELehrer@mashpeema.gov>
Subject: FW: OGCC BP, HOST Agreement, Bios

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.

Evan, please let me know if any additional information is necessary to set up meeting. Thank You
Steve G.

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

Evan Lehrer

From: Scott Carline
Sent: Wednesday, October 28, 2020 12:13 PM
To: giatrelis
Cc: Evan Lehrer
Subject: RE: RE: FW: OGCC BP Security

Mr. Giatrellis,

I have reviewed the attached security plan and everything appears to be in order, thank you for forwarding this to me. I did attempt to call you, however, your voice mail was full and I was unable to leave a message. Good luck moving forward and please let me know if I can be of any assistance in your future security plans.

Professionally,

SCOTT W. CARLINE

Chief of Police

Forensic Polygraph Examiner

Mashpee Police Department

19 Frank Hicks Drive, Mashpee, Massachusetts 02649

Direct: 508-539-1483 Fax: 508-539-1412

"Serving with pride and integrity"



NOTICE: This message and/or attachment is intended for the use of the addressee only and may contain information that is privileged, confidential or otherwise exempt from disclosure under applicable law. If you are not the intended recipient or agent thereof, you are hereby notified that any dissemination, distribution or other reproduction of this communication is prohibited. If you have received this message in error, please notify the sender with a reply message.

From: giatrelis
Sent: Saturday, October 24, 2020 5:23 PM
To: Scott Carline <scarline@mashpeema.gov>
Subject: FW: RE: FW: OGCC BP Security

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Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: giatrelis
Date: 10/24/20 5:22 PM (GMT-05:00)
To: giatrelis
Subject: RE: FW: OGCC BP Security

Scott , sorry for the confusion, I just resent it . Thanks, Stephen Giatrelis

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: giatrelis
Date: 10/19/20 4:11 PM (GMT-05:00)
To: scarline@mashpeema.gov
Subject: FW: OGCC BP Security

Chief Caroline, please review the attached security plan and let me know if you require any additional information . If this is detailed enough, I would appreciate it if you can email Evan so we can move forward with the Selectman.

Respectfully, Steve Giatrelis

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Justin Bigwood <justin@bigwoodcorp.com>
Date: 10/19/20 3:53 PM (GMT-05:00)
To: giatrelis
Cc: Trevor Bigwood <trevor@bigwoodcorp.com>
Subject: OGCC BP Security

Evan Lehrer

From: Jack Phelan
Sent: Wednesday, October 28, 2020 3:52 PM
To: Evan Lehrer
Subject: Fwd: RE: 57 Industrial Dr.

Evan Lehrer,

As requested in the attached email, the Fire Department understands the need and is in agreement with the plan to install a water supply for the installation of an approved NFPA 13 Sprinkler system during the modifications of the building.

Deputy John Phelan
Mashpee Fire & Rescue
20 Frank Hicks Drive
Mashpee, MA 02649
508-539-1457

From: giatrelis
Sent: Wednesday, October 28, 2020 2:50:48 PM
To: Jack Phelan <jphelan@mashpeeema.gov>
Subject: FW: RE: 57 Industrial Dr.

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.

Jack , as the attached indicates, we are in conversation with Andy at the water department with regards to installation of town water main. The building now is serviced by well. We clearly understand the need to install the appropriate sized main for fire suppression. When we apply for special permit we will have the specific details for system and main. Evan at Planning would like you to confirm our understanding. Let me know if you need anything else. Thank you , Stephen Giatrelis.

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Andrew Marks
Date: 10/19/20 3:27 PM (GMT-05:00)
To: 'giatrelis'
Subject: RE: 57 Industrial Dr.

Steve

1" service with 5/8" meter is \$1550

2" service with 2" meter is \$2200

As discussed... we would tap main and bring the line to property, you would install from there into building and we would set meter.

Likely we would require a backflow device, that we can discuss later. No fee to MWD for this initially , however semi annual testing of device.

For the fireline – you will have to get sized by others,,, our fee is \$120 for permit—we wont install any part of the fire line , however we require the line to be inspected.. I would budget \$3000 for inspection and sampling

Happy to answer any questions

Thanks

Andy

From: giatrelis'
Sent: Monday, October 19, 2020 3:17 PM
To: Andy.marks@.
Subject: 57 Industrial Dr.

Andy , thanks for the info regarding town water main for domestic and fire suppression system. Please email me an estimate or domestic 2" or 3" main as well as an estimate for a 6" or 8" sprinkler, suppression main.
Thanks Steve

Sent from my Verizon, Samsung Galaxy smartphone

Evan Lehrer

From: Glen E. Harrington
Sent: Friday, October 30, 2020 2:03 PM
To: Evan Lehrer
Cc: Caitlin Cantella; Christine Willander
Subject: RE: OGCC BP, HOST Agreement, Bios

Hi Evan,

There is little in the way of detail for the growing, irrigation, water use/recirculation/discharge or extraction process. All of those details must be worked out during the permitting phase. The BOH Regulation on marijuana retail sales was provided so the applicant is at their own risk moving forward with the Selectmen and the permitting process. As I know Mr. Giatrelis will pursue compliance vigorously and the extraction process does not use hazardous materials, the permitting process will confidently move forward.

Thanks,

Glen

Glen E. Harrington, C.H.O., Health Agent
Mashpee Board of Health
16 Great Neck Road North
Mashpee, MA 02649
Tel: 508-539-1426
Fax: 508-477-0496

From: Evan Lehrer
Sent: Thursday, October 29, 2020 4:08 PM
To: Glen E. Harrington <gharrington@mashpeema.gov>
Subject: RE: OGCC BP, HOST Agreement, Bios

Glen,

Are you satisfied with the applicant's intentions with regard to odor mitigation, etc? With your OK they can move on to the Selectmen and then permitting. I know they have confirmed they do not have Town water but have submitted sufficient information to show their intent to connect for the fire suppression and well water issues. The odor mitigation and industrial waste questions can be dealt during the permitting process with Board of Appeals and Board of Health.

Here were my notes after our call a few weeks back:

Health: I have attached the Board of Health regulation on Marijuana Establishments for your review. The Health Agent does not believe there are any issues with the existing Title V septic on site as it was constructed for similar uses. The health agent should also be connected with your consultant to get specifics on the issues of odor mitigation, industrial wastewater containment and disposal, as well as the water district issue. Once the health agent is generally satisfied with OGCC's plans to address these issues I will look for his approval as well.

Thanks,

Evan

From: Evan Lehrer

Sent: Wednesday, October 14, 2020 10:17 AM

To: Scott Carline <scarline@mashpeema.gov>; Glen E. Harrington <gharrington@mashpeema.gov>; Charles Maintanis <cmaintanis@mashpeema.gov>; Jack Phelan <jphelan@mashpeema.gov>; Wayne E. Taylor <wtaylor@mashpeema.gov>

Subject: FW: OGCC BP, HOST Agreement, Bios

From: giatrelis

Sent: Monday, September 28, 2020 3:53 PM

To: Evan Lehrer <ELehrer@mashpeema.gov>

Subject: FW: OGCC BP, HOST Agreement, Bios

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.

Evan, please let me know if any additional information is necessary to set up meeting. Thank You
Steve G.

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From:

Date: 9/28/20 2:32 PM (GMT-05:00)

To: giatrelis

Cc: Elanie Giatrelis-Gray

Subject: OGCC BP, HOST Agreement, Bios

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

This Agreement (the "Agreement") entered into this _____ day of _____ by and between the Town of Mashpee, acting by and through its Town Manager, with a principal address of 16 Great Neck Road North, Mashpee, Massachusetts 02649 (hereinafter the "Town") and Ocean Grown Canna Collective LLC, a Massachusetts Limited Liability Company with a principal office address of 57 Industrial Drive Mashpee MA 02649 (hereinafter "Company")

WHEREAS, Company wishes to locate a licensed Marijuana Establishment in the Town at 57 Industrial Dr. Mashpee MA 02649 (hereinafter the "Establishment") in accordance with Chapter 55 of the Acts of 2017 (the "Act"), and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable regulations, as may be amended;

WHEREAS, Company, notwithstanding any exempt status, intends to pay all local taxes attributable to its operation, including sales taxes and real estate taxes on the space 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 as a Retail Marijuana Establishment 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, 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 final licenses issued by the CCC to operate as a marijuana cultivator and/or marijuana product manufacture as those terms are defined by G.L.c. 94G. or such other licenses and/or approval as may be required, for the operation of the Establishment in the Town by 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 sales at the Establishment. In the first year of operation, the Annual Payment shall be paid in two payments. The first payment shall be in the amount of three percent of gross sales paid on the date six months following the commencement of sales at the Establishment. The second payment shall be in the amount of three percent of gross sales in the subsequent six months following the first payment, to be paid on the date thirteen months following the commencement of sales at the Establishment
- b. In the second, third, fourth and fifth years of operation: 3% of the gross sales of 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 (240) days and the balance, covering the second six (6) months of the operating year, to be paid within sixty (60) 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. Payments.

Company shall make the Annual Payments set forth in Paragraph 2, above, to the Town of Mashpee. To the extent permitted by law, the Treasurer of the Town shall 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 and 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 Payments.

Company anticipates that it will make purchases of water, and sewer from all local government agencies. Company will pay any and all fees associated with the local permitting of the Establishment. If the Town receives other payments from the Company (other than additional voluntary payments made by the Company), or from the Department of Revenue or any other source, the funds which have been collected by assessment against the Company, 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.

5. Education and Prevention Programs.

The Company, in addition to any other payments specified herein, shall annually contribute to non-profit entity or entities in an amount no less than (\$5,000) for the purposes of drug abuse prevention/treatment/education programs (the "Annual Donations.") The education programs shall be held in Mashpee and those communities adjacent to Mashpee. Prior to the selection of a non-profit entity program for this purpose, the Company will review their intentions with the Town, acting through its Town Administrator 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 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 1, 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.

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 Cultivation and/or Product Manufacturing 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 the other municipality. In the event the Town enters into a host community agreement for a Marijuana Cultivation and/or Product Manufacturing Establishment with another entity that contains financial or other terms that are more favorable to the entity than what the town provides to the company in this Agreement, then the parties shall reopen the agreement and negotiate an amendment resulting in the benefits to the company equivalent or superior those provided to the other entity.

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 that property shall be paid either directly by the Company or by its landlord, and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit exemption from

paying such taxes. Notwithstanding the foregoing, (i) if real or personal property owned, leased 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 Additional 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, 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 935 CMR 500 relative to Marijuana Establishment 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 Administrator, shall consider such information for approval within ten (10) 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. Such approval shall not be unreasonably denied, conditioned or delayed. This approval process shall also apply to any change of 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 inconvenience 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 reasonable traffic mitigation or control the measures, 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 qualified Marijuana odor mitigation consultant designated by the Board of Health.

2) A proper noise mitigation plan doe any mechanical equipment proposed for the cultivation/product manufacturing processes at the Establishment. Noise mitigation equipment shall be state-of-the-art to the extend commercially practicable. The noise mitigation plan must document compliance with applicable Massachusetts Department of environmental Protection standers 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 wishing five (5) days of such request, 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 Certificate to operate the Establishment, where such compliance has been properly met, but 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 zoning application 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 them. The Town agrees to use reasonable efforts to work with Company, if approved, to help assist the Company on their 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, 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 of 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 said 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, where technologically feasible, access to surveillance operations; and requiring dispensary 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 authority, as the case may be, the Company shall work with the Town's Police Department in determining the placement of exterior security cameras, so that at least two cameras are located 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 communications 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 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 in compliance with CCC guidance and applicable regulations.
- e. Company shall promptly report the discovery of the following to the Town's Police within twenty-four (24) hours of the Company becoming aware of such event: 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 match 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 the 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 and 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 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 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 c. above. The Town may terminate this Agreement only for a material breach, which shall remain uncured for a period of sixty (60) days following written notification of said breach to the Company. In the event of a material breach the Town shall notify the Company in writing, at which point the Company shall have sixty (60) days to cure such breach.

15. Failure to Locate and/or Relocation.

This Agreement shall be null and void in the event that the Company shall (1) not locate a Retail Marijuana Establishment in the Town, in which case, the Company shall reimburse the Town for its legal fees associated with the negotiation of this Agreement, or (2) 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 or administrative body 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 its 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: Stephen Giatrelis
 57 Industrial Drive
 Mashpee, MA 02649

COMMONWEALTH OF MASSACHUSETTS

_____, ss

On this ____ day of _____, before me, the undersigned Notary Public, personally appeared the above-named _____, 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 known 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, as the duly authorized _____.

Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss

On this ____ day of _____, before me, the undersigned Notary Public, personally appeared the above-named _____, 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 known 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, as the duly authorized _____.

Notary Public

My Commission Expires:

DRAFT

OCEAN GROWN CANNA COLLECTIVE LLC

BUSINESS PLAN



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EXECUTIVE SUMMARY

Message from Founders

Ocean Grown Canna Collective LLC ("OGCC") is committed to building and operating a clean safe cultivation facility that focuses on cultivating and extracting the highest quality cannabis product licensed in the State of Massachusetts.

License Type

Ocean Grown Canna Collective will be applying for a Tier Two Cultivation license to be used at our facility located in at 57 Industrial Drive, Mashpee MA 02649.

Product

Ocean Grown Canna Collective will cultivate and extract wholesale products to be sold to license Massachusetts dispensaries. Our strains will range from Sativa, Indica, and hybrids.

OGCC Goals

Ocean Grown Canna Collective mission:

- Providing high quality Cannabis and Derivatives tested by local laboratories and sold to local dispensaries.
- Hiring employees and contractors concentrating on Mashpee/Cape & Islands local residents as a primary source.
- Hiring a diverse group of qualified and passionate employees.
- Focusing on an environmental safe and friendly establishment.
- Eventually focusing on branding high quality boutique products

THE COMPANY

Ocean Grown Canna Collective is a Limited Liability Company operating in the state of Massachusetts.

THE TEAM

Ocean Grown Canna Collective team consists of three officers and intends to create an additional seven to ten positions in the first two years of Operation. The founders of OGCC have multiple years of experience in other businesses in Mashpee and surrounding areas.

Founders

Justin Bigwood
Trevor Bigwood
Stephen Giatrelis

- See attached BIOS

Management

Ocean Grown Canna Collective is hiring Mark Rochelle from CannAssist LLC Consulting Company to provide Business Development, Product Development, Training, Standard Operating Procedures as well as Regulatory Compliance.

This relationship will bring us from our existing building structure to a turnkey operation. This will address the initial general business, financial, security and operating guidance needed as we are contracting them for a two year minimum.

CannAssist will also provide General Council with experience in Maintaining records, filing reports with the CCC as required and record retention.

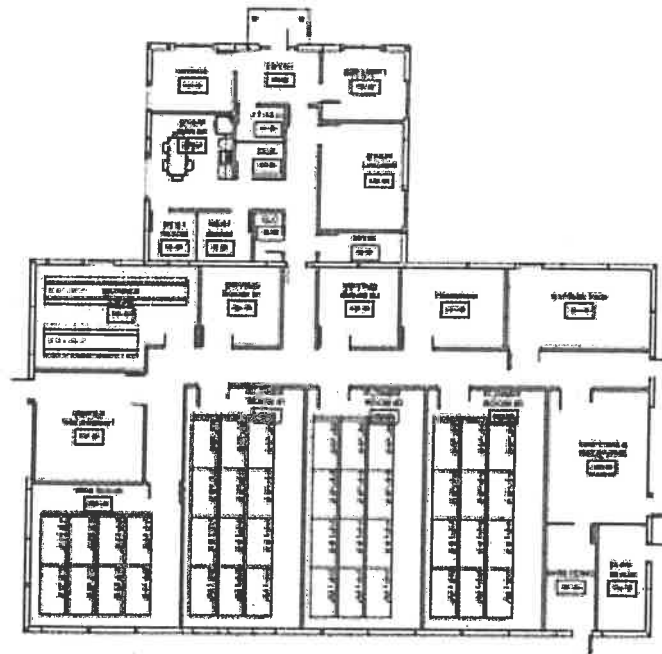
CannAssist LLC will provide the following Services:

- Budget, Accounting
- State Standards & Best Practices
- Supply/source all grow equipment
- Procurement of seeds and clones
- Seed to Sale tracking
- Assist in Hiring and training
- Financial reporting and controls
- Business Operating system and analysis
- Security
- Director of Security
- Training the general manager, head of security to be responsible to develop and manage the overall security policies and procedures also implementing and revising policies as they may change
- They will provide training for new hires, orientation as well as additional training through the year.
- Review and provide incident reports written by security agents for executive management team.
- Create and maintain a list of designated areas at OGCC facility including cash, product storage vaults, surveillance network equipment rooms and all other highly sensitive areas.
- Insure all background checks are completed prior to agent or employee access to facility

FACILITY

Ocean Grown Canna Collective LLC will be located at a 55 Industrial Drive, Mashpee MA. The Facility at 55 Industrial Drive Mashpee is owned by Bigwood Corp.

The existing facility will be converted to a grow and extraction facility. We will track all marijuana seeds, clones, plants and products using a seed to sale method in compliance with all CCC regulations. All products from our facility will be tested by independent laboratories required by the CCC.



Cultivation Center
55 Industrial Drive, Mashpee, MA

Bigwood Consulting Services, LLC

PROPOSED FLOOR PLAN

Drawn by: JSP

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

Date: 04/24/2024

Sheet: 1 of 1

BKA
ARCHITECTS

Bigwood Consulting Services, LLC
1117 Main Street, Suite 100
Mashpee, MA 01947
Tel: 508.338.1111
www.bigwoodconsulting.com

OPERATIONS

- OGCC will maintain records to be available for inspection by the commission as needed.
- OGCC will maintain general liability coverage no less than 1M per occurrence and 2M aggregate annually.
- Product liability insurance to include 1M per assurance and 2M aggregate annually.
- The deductible will be no higher than 5000 per occurrence
- In accordance with provisions of 935 CMR 500.105 and 500.110
- the lighting ventilation temperature humidity and space of equipment will be in compliance.
- We will recycle all waste, organic material finish marijuana and marijuana products store secure and manage in accordance to state and local regulations
- All organic material, recyclable material, solid waste and liquid waste containing marijuana will be disposed of in accordance to state and federal laws
- OGCC will consider all factors of energy efficiency and conservation outlined in 935 CMR 500.105 (15).
- We will obtain a security bond in amount equal to license fee payable to the Marijuana regulation fund
- This will insure payments in cost incurred from the destruction of cannabis goods necessitated by a violation of st 2016,C334.
- OGCC and all of its affiliates will comply with all rules regulations ordinances and bylaws.

SECURITY

OGCC will be utilizing the professional security and alarm company to design implement and monitor a comprehensive security plan to ensure the facility is safe and secure environment for the employees and community as well as being in compliance with all local and state requirements.

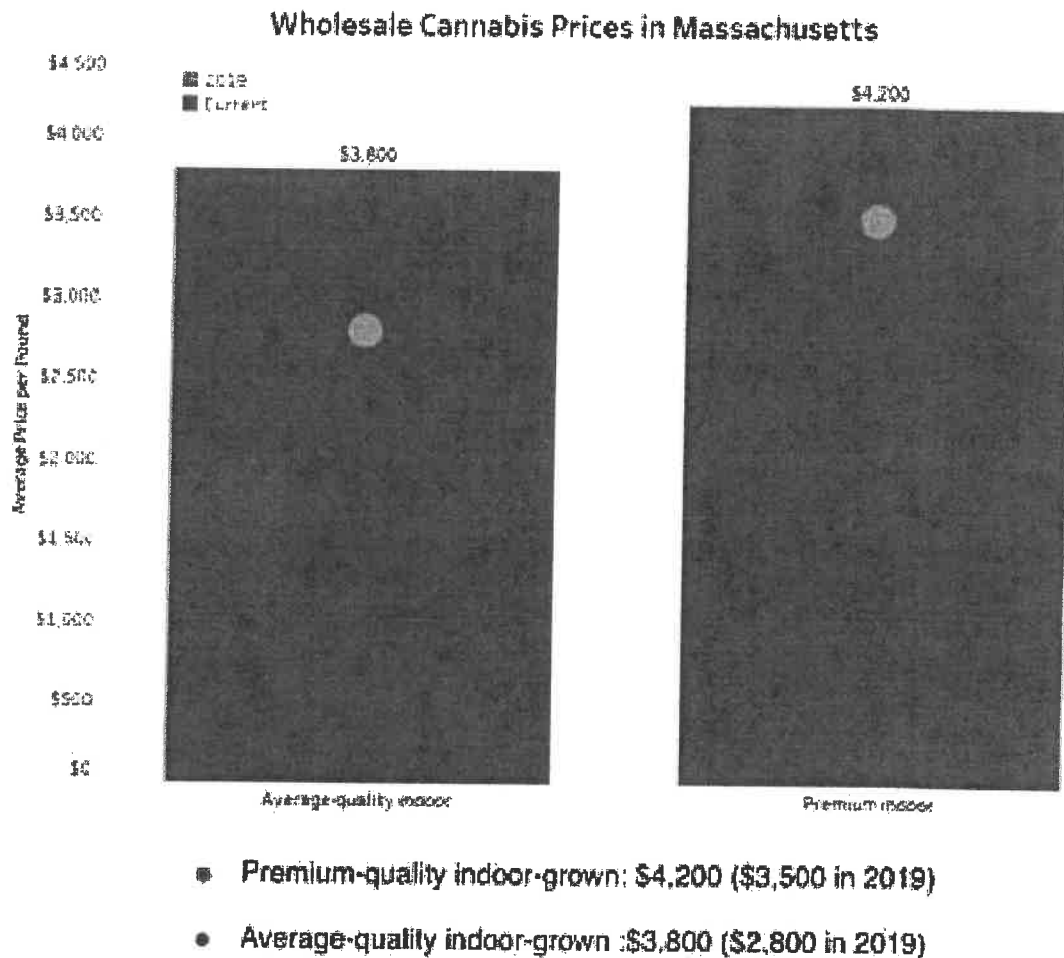
A state of the art security system will consisting of duress, panic, and holdup alarms connected to local law enforcement for notification in event of security breach. The system will also immediately contact the executive management team. There will also be a redundant component to this system

Interior and exterior HD video surveillance that contain marijuana entrance, exits and parking lots will operate 24-7 and will be a available to Mashpee police department. A generator will insure the system operates in the event of a power outage. Exterior lighting will ensure the facility is well lit, and also foliage will be trimmed to ensure clear disability

Only OGCC employees and authorized visitors will be able to access the facility, a visitor log will be maintained to be in compliance with State and local regulations everyone entering the facility will be required to display an ID badge.

FINANCIAL SUMMARY

The current market rate per Marijuana Business Daily for wholesale cannabis is roughly \$3,800 to \$4,200 per pound. Our calculations are conservative at 3,200 per pound.



At a conservative estimate in a twelve month period we estimate our sales to exceed 3.1 Million with flower sales estimated at 2M (+ or -) and extraction flower and trimmings totaling 1M (+ or -).

Our Operating Cost over that period are estimated to be 1.3M.
Start up costs will be 1.7M including a cushion to operate for the first six months before cash is generating from initial sales.

We will maintain general liability coverage no less than 1M per occurrence and 2M aggregate annually. Product liability insurance to include 1M per assurance and 2M aggregate annually. The deductible will be no higher than 5,000 per occurrence

In accordance with provisions of 935 CMR 500.105 and 500.110 the lighting ventilation temperature humidity and space of equipment will be in compliance.

We will recycle all waste, organic material finish marijuana and marijuana products store secure and manage in accordance to state and local regulations

All organic material, recyclable material, solid waste and liquid waste containing marijuana will be disposed of in accordance to the state and federal guidelines.

OGCC will consider all factors of energy efficiency and conservation outlined in 935 CMR 500.105 (15).

We will obtain a security bond in amount equal to license fee payable to the Marijuana regulation fund.

OGCC and all of its affiliates will comply with all rules regulations ordinances and bylaws

MARKET RESEARCH

Industry

Retail sales in Massachusetts which began in November 2019 have grown from 9.4M to 420M at the end of November 2019. According to Marijuana business daily projected sales are 1.3-1.7B for 2020.

Massachusetts unique location is within driving distance to some of the most popular destinations in the country and is at its infancy and will become a significant cannabis tourist destination.

COMPETITION

Competitive Advantage

The fact that our building is a perfect retrofit for this grow facility it will allow us to get to market expeditiously. The relatively small size of the facility will enable us to grow and sell high quality products as well as develop more unique strains and brand boutique items. Also our relationship with CannAssist will ensure from permitting to growing, operations and Management a smooth transition into this industry. This relationship certainly provides us with an advantage utilizing all experience from a proven entity.

MARKETING

- Strong Consistent Branding
- Concentrating on unique boutique branding
- Market and Advertise and branding practices will be responsible and targeted to individuals older than 21yrs old
- All marketing advertising and branding will include all appropriate warnings in accordance with Federal and State regulations.

SALES

Ocean Grown Canna Collective will sell Marijuana and products to only Marijuana establishments legally operating in Massachusetts. Any packaging or products sold will include labels that do not contain marijuana symbols in an effort to not attract minors.

Our logo is currently being designed.

GROWING TECHNIQUES

Ocean Grown Canna Collective will utilize state of the art organic growing practices. We will capitalize on our relationship with CannAssist and their five year experience in cultivating at Good Life Health INC located in Brockton MA a facility they own and operate. We will use clones, soil and other organic material as well as irrigation and lighting that has been proven to produce a superior marketable product.

HOW MASHPEE BENEFITS

Ocean Grown Canna Collective will work cooperatively with the town of Mashpee to ensure that we operate responsibly, as a contributing member of the Mashpee community.

- Jobs - We will create 7-10 Full Time positions as well as hire qualified local contractors and vendors.
- Monetary Benefits - Our Host agreement will designate significant monetary donations in addition to local property taxes
- Responsibility - OGCC is comprised by long time local residents of Mashpee and Surrounding area.
- Economic Development - The creation of this Grow and Extraction facility will contribute to the overall economic development of Mashpee
- Zoning - The proposed facility of 57 Industrial Dr Mashpee MA is located in an Industrial area that allows for our operation.

Rochette Consulting Services, LLC

1 Key St.

Eastport, ME 04631

Mark Rochette owner/operator

We design-build commercial cultivation and processing facilities and have been for the past 6 years in Massachusetts. We have formed a team of professional designers, contractors, and vendors that have honed in with experience of navigating the new industry since it has become legal in this state to implementing plans, concepts, client's individual needs, to form and construct fully functioning facilities and have a proven success doing it.

Projects construction and fit up range from \$3M-\$45M, due to privacy I am not disclosing project costs below

A few RMD and Adult Use MA Cannabis Projects referenced below:

In Good Health Phase 2 Brockton, MA

10K SF Flower Rooms and Processing

In Good Health Phase 3 & 4 Brockton, MA

30K SF of Flower Rooms and Processing in addition to retail upgrades from RMD only sales to both RMD and Adult use POS RMD and Adult Use Cultivation and Retail onsite

Theory Wellness Phase 2 Bridgewater, MA

5K SF of Flower Room Expansion in a live facility RMD and Adult Use Cultivation with RMD only retail onsite

Green Harbor Middleborough, MA

28K SF Cultivation and Processing facility with RMD retail store onsite Adult Use and RMD Cultivation and Retail onsite only RMD sales

Ocean Breeze Cultivators, LLC Gloucester, MA

43K SF Cultivation and Processing Facility without retail onsite Adult Use

CannAssist Cultivation, LLC Leicester, MA

92k SF Cultivation and Processing Facility Adult Use Cultivation no Retail onsite, wholesale operation only

Justin Emerson Bigwood
57 Industrial Drive, Mashpee MA 02649
(508) 477-2220 - justin@bigwoodcorp.com

Justin Bigwood is the President and owner of Bigwood Corporation. An Industrial design and manufacturing company located in the Mashpee Industrial Park. Justin is a Cape Cod native born and raised in Barnstable county. Bigwood Corporation was founded in 1970 by his father, Jonathan Bigwood. Working in the family business from a young age Justin apprenticed his father learning the fabrication and machining trade(s) required to carry the company forward upon his passing in 2007.

Breaking ground in 2005, Bigwood Corporation began the build of the current manufacturing facility at 57 Industrial Drive for the purpose of business expansion, eventually relocating the company to Mashpee in 2007. Since 2007 Justin has overseen operations at Bigwood Corporation and continues to provide Industrial services to customers locally and internationally.

STEPHEN J. GIATRELIS, BUILDER

Mashpee, MA 02649

Mobile

Email

Steve graduated from Framingham South High in 1980, continued his education at Avon Old Farm School as a post graduate, and then graduated from the University Of New Hampshire Whitmore Of Business in 1985.

Steve has been involved in the residential construction business since the early 1980s as a framing carpenter, remodeling and new home builder. Steve continues to hold his construction supervisor license in Massachusetts. In the late 1990s, 2000s he built and developed the commercial and industrial road Nicoletta's Way, selling land, as well as building and selling Morton Buildings and contractor bays.

Steve continues to live at in Mashpee, the home he and his wife built 32 years ago. Steve and his wife Nicoletta raised 3 children in Mashpee all attending local public schools. Steve played hockey and lacrosse during his high school and college years. Steve's interests in lacrosse inspired him to help introduce lacrosse to Mashpee coaching the 13 and 14 year old boys' team in the early 2010s. Steve looks forward to continuing being part of the community in Mashpee.

Jonathan Trevor Bigwood

57 Industrial Drive, Mashpee, MA 02649
(508) 477-2220 - trevor@bigwoodcorp.com

Trevor is the vice president of the Mashpee business Bigwood Corporation. He is a Cape native, born in Hyannis and raised in Marstons Mills. Trevor joined the family manufacturing business in 2009 after many years of work on the Cape for various companies. Starting as a machine operator, Trevor has developed skills pertaining to the manufacturing industry including CAD (Computer Aided Drawing) design, CAM (Computer Aided Manufacturing) programming, precision machining, welding, and other fabrication processes. Over the years, Trevor's responsibilities have grown to assist in the managing of projects and day to day business operations.

Trevor's father Jon Bigwood and family purchased the Industrial Drive parcel in early 2000's to establish a modern manufacturing facility at the property. After Jon's passing in 2007, Trevor's brother Justin Bigwood has stepped up and assumed responsibility of continuing Jon's legacy. Since then, Bigwood Corporation has continued to provide machine shop, metal fabrication, and industrial manufacturing services to customers locally and internationally.



Town of Mashpee

Department of Public Works

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

MEMORANDUM

November 30, 2020

TO: Board of Selectmen
Rodney Collins, Town Manager

FROM: Catherine Laurent, Director

SUBJECT: Recommendations for Award of Annual Contracts – Trash/Recycling Services and Rental of Portable Toilets

Description

The current contracts for Trash/Recycling Services and Rental of Portable Toilets expire 12/31/20. Two-year bids for each were solicited in November 2020 (see attached). Award of the first year of a two year bid is proposed for CY21.

Background

The Town contracts for year round trash/recycling service at the various Town buildings (including the schools) and seasonal service at various Town properties (beaches, Heritage Park, etc.).

The Town also contracts for rental of portable toilets for seasonal properties (beaches, Heritage Park, etc.) and for special events (Community Picnic and Fireworks, Oktoberfest, etc.).

Recommendation

I recommend that the following annual contracts be awarded for 2021 as follows:

Trash/Recycling Services Cavossa Disposal

Trash		
4 CY per week	\$100.46	\$105.48
4 CY twice per month	\$50.23	\$52.74
4 CY per month	\$25.00	\$26.25
6 CY per week	\$150.68	\$158.21
10 CY per week	\$251.14	\$263.70

8 CY 2X per week	\$401.82	\$421.91
8 CY 1X per week	\$200.91	\$210.96
8 CY extra pickup	\$55.00	\$55.00
6 CY extra pickup	\$40.00	\$40.00
10 CY extra pickup	\$70.00	\$70.00
Recycling		
10 CY per month	\$55.00	\$55.00
10 CY per week	\$214.34	\$225.06
10 CY extra pickup	\$60.00	\$60.00

Rental of Portable Toilets Pina Sajje Sanitation

Regular, 3X per week cleaning	\$175.00
Handicap, 3X per week cleaning	\$210.00
Call out for tipped unit	\$30.00
Extra Cleaning	\$25.00

Rental of Portable Toilets United Site Services

Regular, 1X per week cleaning	\$60.00
Handicap, 1X per week cleaning	\$70.00
Regular, per event	\$60.00
Call out for tipped unit	\$30.00
Extra Cleaning	\$25.00
Handicap, per event	\$70.00
4-Person Sink Station, per event	\$125.00

Pros and Cons

Award of a contract through a competitive bid process allows the Town to secure the best rate for the services as well as a guarantee of a response for service as required.

Town of Mashpee
Bid Opening Minutes
Trash and Recycling
Thursday November 5, 2020

	Cavossa Disposal	
	CY21	CY22
Trash		
4 CY per week	\$100.46	\$105.48
4 CY twice per month	\$50.23	\$52.74
4 CY per month	\$25.00	\$26.25
6 CY per week	\$150.68	\$158.21
10 CY per week	\$251.14	\$263.70
8 CY 2X per week	\$401.82	\$421.91
8 CY 1X per week	\$200.91	\$210.96
8 CY extra pickup	\$55.00	\$55.00
6 CY extra pickup	\$40.00	\$40.00
10 CY extra pickup	\$70.00	\$70.00
Recycling		
10 CY per month	\$55.00	\$55.00
10 CY per week	\$214.34	\$225.06
10 CY extra pickup	\$60.00	\$60.00

Thursday November 5, 2020

	Nauset Disposal	Pina Sajje Sanitation	United Site Services	MA Frazier Disposal
	CY21	CY22	CY21	CY22
Regular, 3X per week cleaning	\$228.00	\$228.00	\$175.00	\$300.00
Handicap, 3X per week cleaning	\$228.00	\$228.00	\$210.00	\$420.00
Regular, 1X per week cleaning	\$76.00	\$76.00	\$110.00	\$95.00
Handicap, 1X per week cleaning	\$76.00	\$76.00	\$150.00	\$175.00
Regular, per event	\$125.00	\$125.00	\$120.00	\$75.00
Handicap, per event	\$125.00	\$125.00	\$160.00	\$175.00
4-Person Sink Station, per event	\$125.00	\$125.00	\$150.00	\$150.00
Call out for tipped unit	\$25.00	\$25.00	\$30.00	\$75.00
Extra Cleaning	\$25.00	\$25.00	\$25.00	\$35.00



Town of Mashpee

Department of Public Works

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

MEMORANDUM

November 30, 2020

TO: Board of Selectmen
Rodney Collins, Town Manager

FROM: Catherine Laurent, Director

RE: Recommendation for Award of Contract for Disposal of Municipal Solid Waste

Description

The current contract for disposal of Municipal Solid Waste (MSW) collected at the Mashpee Transfer Station will expire 12/31/20. The Town solicited proposals from SEMASS and Gotta Do for a three year contract (see attached).

Background

The Town terminated its multi-year contract with New Bedford Waste for disposal of MSW in May 2020. A short term contract was signed with Gotta Do Contracting for disposal through the end of the calendar year to allow time for the Town to consider options for longer term.

Recommendation

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

CY2021	\$105.00 per ton, including transportation
CY2022	\$108.00 per ton, including transportation
CY2023	\$111.00 per ton, including transportation

Pros and Cons

The pricing offered by Gotta Do as compared to SEMASS, when transportation costs are included, is estimated to be less by approximately \$20,000 in Year 1, \$25,000 in Year 2, and \$30,000 in Year 3.

Gotta Do would be responsible for disposal of MSW at a permitted facility. They are proposing to transfer out of state to a landfill in New York but have contracts with SEMASS and Arrowhead Environmental as backup disposal sites if needed.

The contract with Gotta Do would include a fuel surcharge but there would not be any other potential disposal fee increases (no Change in Law).

CY21				
	Tip Fee, per ton	Hauling, per trip	Total, per trip	TOTAL
COVANTA	\$92.70	\$300.00	\$1,906.16	\$436,509.78
GOTTA DO*	\$105.00	Included	\$1,819.27	\$416,613.02
CY22				
	Tip Fee, per ton	Hauling, per trip	Total, per trip	TOTAL
COVANTA	\$96.40	\$307.50	\$1,977.76	\$452,907.93
GOTTA DO	\$108.00	Included	\$1,871.25	\$428,516.25
CY23				
	Tip Fee, per ton	Hauling, per trip	Total, per trip	TOTAL
COVANTA	\$100.26	\$315.19	\$2,052.33	\$469,983.86
GOTTA DO	\$111.00	Included	\$1,923.23	\$440,419.48

*Jan - Jun \$300/trip credit from FY21 operational contract



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

MEMORANDUM

December 1, 2020

TO: Board of Selectmen
Rodney Collins, Town Manager

FROM: Catherine Laurent, Director

RE: Recommendation for Increase/Addition in Transfer Station Gate Fees

Description

The fees charged at the gate for recycling of bulky waste items are reviewed annually to ensure the fees charged cover the cost for recycling of the particular item. While this review is usually completed in late winter/early spring for a July 1st effective date, a few items need to be included and/or the fee increased.

Background

The Town accepts mattresses at the Transfer Station for recycling. A fee is paid at the gate for each piece. The fee was increased July 1, 2020 from \$12 to \$15. This fee is less than the fee charged in the surrounding communities (Falmouth \$20, Barnstable \$30, Sandwich \$20). In addition, some mattresses, due to condition, are not recyclable. The disposal cost for these mattresses is \$35.

The Town accepts fire extinguishers at the Transfer Station for recycling, currently at no charge. There is a cost to the Town of \$6 per extinguisher.

Recommendation

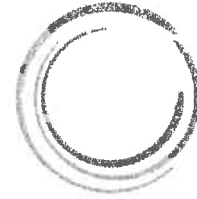
I recommend that the mattress fee be increased at the Transfer Station from \$15 each to \$20 each and that a fee be set for fire extinguishers of \$6 each.

Pros and Cons

The proposed increase in the mattress fee will bring it in line with the other towns and help deter users from bringing mattresses from outside Mashpee. It will also help cover the additional cost for disposing of mattresses deemed to be unrecyclable.

The proposed fee for the fire extinguishers will cover the Town's cost for recycling.

3225 MAIN STREET • P.O. BOX 226
BARNSTABLE, MASSACHUSETTS 02630



CAPE COD
COMMISSION

(508) 362-3828 • Fax (508) 362-3136 • www.capecodcommission.org

November 12, 2020

Cape Cod Town Managers and Administrators
Cape Cod Select Board Chairs
Barnstable Town Council President
Members of the Cape Cod and Islands Water Protection Fund Management Board

RE: Cape Cod and Islands Water Protection Fund Regulations

Good afternoon,

As you know, in 2018, the Massachusetts Legislature established the Cape Cod and Islands Water Protection Fund (CCIWPF) to help municipalities fund critical wastewater infrastructure and water quality remediation projects. The CCIWPF began collecting funds in July 2019 and, to date, the revenues deposited total more than \$10 million.

As members of the CCIWPF, each of your communities is represented on its Management Board. The Management Board is responsible for determining the method for allocating subsidies from the fund. At its October 7, 2020 meeting, the Management Board voted unanimously to adopt regulations that govern distribution of the funds. Adoption of these regulations was the result of months of work by the Management Board, in coordination with the Massachusetts Clean Water Trust, the Massachusetts Department of Environmental Protection, and the Cape Cod Commission.

Attached is a copy of the regulations, along with a two-page summary that articulates the process and schedule by which communities can access funds.

The Commission looks forward to continuing to provide administrative and technical support to the Management Board, and to the distribution of funds to support Cape Cod communities in addressing water quality challenges across the region.

Please do not hesitate to reach out to me directly if you have any questions.

Sincerely,

Kristy Senatori
Executive Director

CAPE COD AND ISLANDS WATER PROTECTION FUND

Summary of Regulations and Guidelines

In 2018, the Massachusetts Legislature established the Cape Cod and Islands Water Protection Fund (CCIWPF) to help Cape Cod and Islands towns pay for wastewater infrastructure and water quality remediation projects. The CCIWPF is part of the Clean Water State Revolving Fund (CWSRF) program, which authorizes the CCIWPF Management Board to grant subsidies for water pollution abatement projects undertaken by member communities. To reduce administrative burden, the CCIWPF is a dedicated fund within the state's Clean Water Trust (CWT). As a result, municipalities must apply for and receive financing through the CWSRF, and act by certain state-imposed deadlines to secure a grant.

The following is a summary of the CCIWPF program that the Management Board administers through its regulations.

Member Municipalities and Management Board Composition

The 15 Cape Cod municipalities are members of the CCIWPF. The Town of Nantucket and the towns within Dukes County may become members if and when they adopt an approved area-wide wastewater management plan under Section 208 of the federal Clean Water Act or an equivalent plan approved by the Massachusetts Department of Environmental Protection (MassDEP).

The Management Board currently has 18 members. Each member municipality appoints one voting representative. The executive directors of the Cape Cod Commission and Martha's Vineyard Commission and the Nantucket town manager are non-voting members. Members will be added as more municipalities join the CCIWPF program.

Grants

The Management Board provides grants to member municipalities for new projects. In some instances, the Board may also provide subsidies to member municipalities for debt incurred prior to the establishment of the fund in Barnstable, Falmouth, Chatham, and Provincetown (and in Nantucket, Edgartown, Tisbury, Oak Bluffs, if and when they become members). The grant is used to pay down the principal amount of a CWSRF loan for an eligible project. The Board applies the same formula to determine the grant amount for each project. Each year, eligibility for CCIWPF subsidies is determined by which member municipality projects appear on MassDEP's publication of the Intended Use Plan (IUP) for the CWSRF program. The Board determines a "subsidy percentage" to apply to the principal of all projects costing over \$1 million. The total monetary value of each grant equals the subsidy percentage times the final project cost, as included in the Project Regulatory Agreement (PRA) to be executed between the respective municipality and the CWT. The Board sets aside the amount allocated to each qualifying project in four installments, one in each of the four years after the Board grants its final approval. For projects costing less than \$1 million, the Board doubles the subsidy percentage provided, while all other aspects of the process remain the same. Grants for pre-existing projects, as described below, will be determined by applying the subsidy percentage provided to all new projects in a given year to the principle amount of the loan still outstanding when the grant is awarded.

Eligible Projects

To be eligible for a grant, a project must be for a member municipality. In addition, the project must appear on the IUP for the year in which the Board makes its grants, or it must be a qualified "pre-existing project":

CAPE COD AND ISLANDS WATER PROTECTION FUND

Summary of Regulations and Guidelines

i.e., a project for the current member municipalities of the towns of Barnstable, Falmouth, Chatham or Provincetown (and Nantucket, Edgartown, Tisbury, and Oak Bluffs should they become members), for which debt was incurred before the CCIWPF program was created in 2018. The Board may only award grants for projects that MassDEP determines are “water pollution abatement projects” under the federal Clean Water Act.

Process and Timeline

The Board will consider grants for projects appearing on the IUP. The Board will also consider grants for ongoing debt for pre-existing projects in member municipalities. If a qualifying municipality (i.e., Nantucket, Edgartown, Tisbury, and Oak Bluffs) with a pre-existing project becomes a member later, the Board will consider a grant for the pre-existing project at its first opportunity after the municipality becomes a member.

Summarized below are the timelines and steps for grants to be considered in 2021. For each annual round of grant awards, the schedule will be similar, with the same deadlines for action each year for new projects that appear on the annual IUPs.

- On July 1, 2020, MassDEP solicited project evaluation forms for new projects. The solicitation period ended on August 21st.
- In January 2021, MassDEP will publish the IUP, which will list the projects eligible to receive CWSRF loans.
- Within 30 days of the IUP publication, the Board will notify municipalities of their eligibility for a CCIWPF grant; a municipality may withdraw its project from consideration for a grant within 30 days of receiving this notice.
- Within 60 days of the IUP publication date, the Board will meet to decide upon the subsidy percentage for eligible projects. In 2021, this will include all pre-existing projects for member municipalities.
- By June 30, 2021, the municipality must approve funding for the project through a town meeting or town council vote.
- By October 15, 2021, the municipality must submit a loan application; the CWT will issue a loan commitment by December 31st.
- After the municipality completes its procurement process, if necessary, MassDEP must issue a Project Approval Certificate, which it incorporates into a PRA with the municipality. This is an existing requirement to obtain a CWSRF loan.
- Within 30 days of the date of the fully-executed PRA, the Board will meet to grant its final approval of the final grant amount for a project.
- On or after the date of the PRA, the municipality must enter into the loan agreement with the CWT. This should happen by July 2022.

**REGULATIONS OF THE
CAPE COD AND ISLANDS WATER PROTECTION FUND
MANAGEMENT BOARD**

Adopted October 7, 2020

1.0 Introduction and Purpose.

The Cape Cod and Islands Water Protection Fund Management Board adopts these regulations pursuant to its authority under M.G.L. c. 29C, §§ 19 and 20. The Board¹ was established by the Enabling Act, which added two sections – §§ 19 and 20 – to M.G.L. c. 29C. The Enabling Act creates the Water Protection Fund and makes the Board responsible for determining the method for allocating subsidies from the fund, including, but not limited to, an equitable distribution among participating municipalities consistent with revenue deposited from each municipality into the fund. The Board also is responsible for ensuring that the Water Protection Fund is spent only for the purposes set forth in M.G.L. c. 29C, § 19.

The Board's regulations govern the manner in which the Board awards a subsidy to a water pollution abatement project, as defined in M.G.L. c. 29C and the Department of Environmental Protection's regulation at 310 CMR 44.03. The Board's regulations are to be construed and applied in conjunction with the Clean Water State Revolving Fund (SRF) Program established by M.G.L. c. 29C and 310 CMR 44.00 (DEP Selection, Approval and Regulation of Water Pollution Abatement Projects Receiving Financing Assistance from the State Revolving Fund).

The Board can only use the Water Protection Fund to award subsidies to Participating Local Government Units, *i.e.*, Local Government Units who are members of the Water Protection Fund under the Enabling Act. These subsidies are in addition to, not in place of, any financial assistance awarded under the SRF Program. The Water Protection Fund can be expended only with the Board's approval and only for projects that have obtained all other approvals required by M.G.L. c. 29C.

A broad array of projects are eligible for financing under the SRF Program and thus for subsidies from the Water Protection Fund. These projects include, but are not limited to, the use of innovative strategies and alternative septic system technologies, the completion and update of water quality and wastewater management plans, the construction of sewer collection systems and wastewater treatment plants, and the implementation of drainage improvements and water

¹ Capitalized terms in Section 1.0 (Introduction and Purposes) have the meaning set forth in Section 2.0 (Definitions).

treatment programs to improve water quality in fresh water ponds and marine resources. The Board may keep "Information Releases" regarding the Projects that have been awarded Subsidies to help guide future projects.

2.0 **Definitions.**

As used in these regulations, capitalized terms have the meanings set forth below. Where a definition is followed by a citation to 310 CMR 44.03, the definition is substantially the same as set forth in 310 CMR 44.03. Capitalized but undefined terms shall have the meaning set forth in M.G.L. c. 29C.

"Board" means the Cape Cod and Island Water Protection Fund Management Board established by the Enabling Act.

"Calendar Year Allocation" means the amount of the Water Protection Fund that, for a given calendar year, is conditionally committed to (a) Subsidies for Qualified Projects first appearing on the Intended Use Plan Project Listing published in the same calendar year as the year in which the Board makes conditional commitments to subsidize these Qualified Projects, (b) Pre-existing Projects considered in that same calendar year.

"Cape Cod Commission" means the commission established pursuant to Chapter 716 of the Acts of 1989, as amended by Chapter 2 of the Acts of 1990, as further amended from time to time, which shall provide administrative and technical support to the Board.

"Clean Water Act," or **"CWA"** means the Federal Water Pollution Control Act, Public Law 92-500, 33 USC § 1251, *et seq.* (310 CMR 44.03)

"Clean Water Trust" or **"Trust"** means the Massachusetts Clean Water Trust established by M.G.L. c. 29C.

"Department" means the Massachusetts Department of Environmental Protection. (310 CMR 44.03)

"Eligibility Notice" means a written notice from the Board, acting through the Cape Cod Commission, informing a Participating Local Government Unit that a Qualified Project or Pre-existing Project is eligible for a Subsidy.

"Enabling Act" means Chapter 337 of the Acts of 2018, as amended by Chapter 5 of the Acts of 2019, codified in M.G.L. c. 29C, §§ 19 and 20.

"EPA" means the United States Environmental Protection Agency. (310 CMR 44.03)

"Intended Use Plan" means the annual plan submitted by the Trust to EPA pursuant to § 606(c) of the CWA which identifies the intended use of the amounts

available to the Water Pollution Abatement Revolving Fund as determined by the Trust and derived from the federal capitalization grant, state match amounts, loan repayments, investment earnings and any other moneys deposited by the Trust available to fund projects eligible for funding under Title VI of the CWA. The Intended Use Plan includes a project listing, a description of short and long term goals for the use of the funds, information on the activities to be supported, assurances for meeting certain Title VI requirements, and the criteria and method for the distribution of funds. (310 CMR 44.03)

“Intended Use Plan Project Listing” means a listing of those projects identified by the Department for inclusion on the fundable portion of the Project Priority List pursuant to 310 CMR 45.05(2). (310 CMR 44.03)

“Loan Agreement” means an agreement entered into between the Trust and a Local Governmental Unit pertaining to a loan or local governmental obligations. (310 CMR 44.03)

“Loan Commitment” means a written commitment by the Trust to make a loan to a Local Governmental Unit to finance a project approved by the Department on terms consistent with the Department's Project Approval Certificate. (310 CMR 44.03)

“Local Government Unit” or “Local Governmental Unit” means any town, city, district, commission, agency, authority, board or other instrumentality of the commonwealth or of any of its political subdivisions, including any regional local government unit defined in M.G.L. c. 29C, which is responsible for the ownership or operation of a Water Pollution Abatement Project and is authorized by a bond act to finance all or any part of the costs thereof through the issuance of bonds. (310 CMR 44.03)

“Participating Local Government Unit” means a Local Government Unit that is or is part of a municipality that is a member of the Water Protection Fund pursuant to M.G.L. c. 29C, §§ 19 and 20.

“Pre-existing Debt” means debt incurred prior to the enactment of the Enabling Act in connection with a Project apart from the Trust by a Participating Local Government Unit that is or is part of the towns of Nantucket, Edgartown, Tisbury, Oak Bluffs, Falmouth, Chatham and Provincetown, or is or is part of the city of Barnstable.

“Pre-existing Project” means a project financed through Pre-existing Debt.

“Project Approval Certificate” means the certificate issued by the Department to the Trust certifying that a project is approved for financing by the Trust and that the costs of the project are eligible for financial assistance pursuant to M.G.L. c. 29C, § 6. (310 CMR 44.03)

“Project Approvals” mean all approvals required for a Qualified Project by M.G.L. c. 29C, including the Loan Commitment, Loan Agreement, Project Approval Certificate, and Project Regulatory Agreement.

“Project Priority List” means the annual list of projects prioritized to receive financial assistance pursuant to 310 CMR 44.00, as described in more detail in 310 CMR 44.05.

“Project Regulatory Agreement” means an agreement between the Department and a Local Governmental Unit, executed and delivered to the Trust on or prior to the date of a loan from the Trust to the Local Governmental Unit to finance a Project approved by the Department, which includes a disbursement schedule, procedures for approval and payment of requisitions, conditions related to the borrower’s compliance with the Department’s regulations and other federal and state statutes and regulations applicable to the construction and operation of the Project, and provision for the Department’s supervision of the Project in accordance with 310 CMR 44.00. (310 CMR 44.03)

“Qualified Project” means a Water Pollution Abatement Project undertaken by a Participating Local Government Unit and identified on the Intended Use Plan Project Listing after the enactment of the Enabling Act.

“Section” means a section of these regulations unless followed by an express reference to a different law.

“State Revolving Fund (SRF) Program” means the financial assistance program for Water Pollution Abatement Projects and drinking water projects as set forth in M.G.L. c. 29.

“Subsidy” means a grant awarded by the Board to a Qualified Project or a Pre-existing Project to be paid using funds in the Water Protection Fund.

“Term of Any Financial Assistance Award” means the period of time during which the Participating Local Government Unit pays off its debt to the Trust.

“Uncommitted Funds” mean the available funds for the current year within the Water Protection Fund that are not committed to be (a) paid to a Participating Local Government Unit for a Qualified Project or Pre-existing Project previously approved for a Subsidy from the Water Protection Fund or (b) restricted as reserve, as established by Section 8.1.

“Water Pollution Abatement Project” or “Project” means any abatement facilities, including without limitation rehabilitation of abatement facilities to remove, curtail or otherwise mitigate infiltrations and inflow, collection system, treatment works and treatment facilities as defined in M.G.L. c. 21, § 26A, and any eligible

facilities for implementation of a nonpoint source pollution control management program or estuary conservation and management plan pursuant to the CWA. (310 CMR 44.03)

“Water Protection Fund” means the Cape Cod and Islands Water Protection Fund established by M.G.L. c. 29C, § 19.

“Withdrawal Notice” means a written notice from a Participating Local Government Unit withdrawing its Qualified Project or Pre-existing Project from consideration for a Subsidy from the Water Protection Fund.

3.0 Form of Subsidy.

- 3.1. Grants Only. All Subsidies shall take the form of grants. The Board shall not use the Water Protection Fund to make loans to Participating Local Government Units for Qualified Projects or Pre-existing Projects.
- 3.2. Terms of Subsidy. Subsidy shall be provided as a grant for a Qualified Project allocated in equal annual installments over four years commencing from the Board’s vote to allocate the Subsidy according to the Project Regulatory Agreement and only for projects that have obtained all other Project Approvals required by M.G.L. c. 29C. The Subsidy process requires two steps, as described in Sectionos 5.0 and 6.0. At its annual meeting, or at a subsequent meeting called by the Chair, the Board, based on the estimated project costs identified in the published Intended Use Plan for that given year, shall make a preliminary percentage subsidy commitment to all Qualified Projects, provided that the same percentage subsidy shall be provided to all Qualified Projects with a project cost greater than \$1 million equally in a given year. Projects with a project cost less than \$1 million shall receive twice the annual percentage applied to projects over \$1 million. The final allocation shall be approved by a vote of the Board using the percentage Subsidy commitment established based on the project costs identified in the Intended Use Plan multiplied by the total cost of a Qualified Project set forth in the Project Regulatory Agreement. The annual portion of the Subsidy shall be transferred from the Water Protection Fund to the Trust upon final approval by the Board and the Trust shall hold such amount in a segregated fund. The Trust shall apply such Subsidy to fund portions of a Qualified Project in lieu of making a permanent loan to the Participating Local Government Unit for such amount or shall be used to reduce the amount of any interim or permanent loan made by the Trust for such Qualified Project.

4.0 Qualifications for Subsidy.

- 4.1. Application. Consideration for a Subsidy does not require a formal application. The Board will rely on the expertise of the Department and

the Trust and their evaluations of a proposed Project under the SRF Program.

- 4.2. Water Protection Funding Qualification. When a Qualified Project first appears on the Intended Use Plan Project Listing, it shall automatically be eligible for a Subsidy, except as set forth in this section. Within 30 days of the Department's publication of the Intended Use Plan, the Board, through the Cape Cod Commission, shall send an Eligibility Notice to all Participating Local Government Units with a Qualified Project on the Intended Use Plan Project Listing. The Participating Local Governmental Unit may opt out of consideration for a Subsidy by sending the Board a Withdrawal Notice within 30 days of receiving the Eligibility Notice. Unless the Board receives a Withdrawal Notice, the Qualified Project shall remain eligible for a Subsidy so long as it meets the requirements set forth in Section 6.0.

5.0 Board Meetings to Determine Subsidy Allocation.

- 5.1 Annual Meeting. The Board shall meet no less than once annually to allocate Subsidies. The annual meeting will be held within 60 days of the Department's publication of the Intended Use Plan Project Listing. Additional meetings will be held within 30 days of execution of the final Project Regulatory Agreement to adopt final allocations. The Board's Chair, in his or her discretion, may schedule additional meetings as needed for additional reasons that require action by the Board.
- 5.2 Commitments of Subsidies. At the annual meeting, or at a subsequent meeting called by the Chair, the Board shall make a contingent commitment to award a Subsidy for each Qualified Project first appearing on the Intended Use Plan Project Listing in that calendar year, unless the Board has received a Withdrawal Notice within the time frame required by Section 4.2. The commitment shall be contingent on the Qualified Project satisfying the requirements set forth in Section 6.0.
- 5.3 Amount of Subsidy Awarded for Qualified Projects. The Subsidy for each Qualified Project shall be stated as a percentage equally applied to all projects receiving initial subsidy determinations, as described in Section 3.2, and established at the time of the Department's publication of the Intended Use Plan for a given year. The final Subsidy dollar amount shall be based on a calculation of the percentage established above times the total cost of a Qualified Project set forth in the Project Regulatory Agreement. The Subsidy amount (the Subsidy percentage times the total Project cost as established in the Project Regulatory Agreement) shall be set at the time of the award, and shall not be adjusted except to the extent

the Project no longer qualifies as set forth in Section 7.3 or it is determined there is insufficient funding as set forth in Section 7.2.²

5.4 Subsidies for Pre-existing Projects.

5.4.1. Participating Local Government Units Only. The Board shall not award a Subsidy for a Pre-Existing Project unless (a) there are still amounts outstanding with respect to Pre-existing Debt at the time the Board considers making a commitment to grant a Subsidy; and (b) the obligor on such Pre-existing Debt is a Participating Local Government Unit.

5.4.2. Timing of Commitment. At its first Board meeting to approve Subsidies, the Board also shall consider Subsidies for Pre-existing Projects for Participating Local Government Units. For eligible towns or cities that become Participating Local Government Units after such meeting, the Board shall consider Subsidies for the applicable Pre-existing Projects in the first calendar year after such eligible Local Government Unit becomes a Participating Local Government Unit. The Board, through the Cape Cod Commission, shall notify Participating Local Government Units with Pre-existing Projects of their eligibility for a Subsidy at the same time and in the same manner as set forth in Section 4.2, and the Participating Local Government Unit likewise shall send a Withdrawal Notice within the time required by Section 4.2 if it does not wish to be considered for a Subsidy. At the written request of the Participating Local Government Unit, the Board, in its complete discretion, may defer consideration of a Subsidy for a Pre-existing Project to a subsequent calendar year.

5.4.3. Amount of Subsidy. The Board shall consider Subsidies for Pre-existing Projects on equal footing with Qualified Projects appearing on the Intended Use Plan Project Listing in the same calendar year. Subsidies for Pre-existing Projects shall be determined in the same manner as set forth in Section 5.3, provided that the Subsidy amount shall be a percentage of the outstanding loan amount at the time of the approval by the Board, as opposed to the total original project costs.

5.4.4. Nature of Commitment. Commitments made for Subsidies for Pre-existing Projects shall not be contingent on final approval under Section 6.1, but shall be subject to the funding condition set forth

² For example, if the total Project costs approved by the Project Regulatory Agreement is \$10 million and the Subsidy approved by the Board is 25%, the total Subsidy shall be \$2,500,000, applied in four annual installments of \$625,000.

in Section 7.2 and the calculations required for Section 8.2.
Payment of subsidies for Pre-existing Projects shall commence in the calendar year in which the Board commits to the Subsidy.

6.0 Subsidy Commitment and Approval.

- 6.1. Contingent Commitment. For Qualified Projects eligible for an equal percentage Subsidy, as determined annually by the Board, the Board shall issue a contingent commitment in the first calendar year in which the Project appears on the Intended Use Plan Project Listing, unless the Board has received a Notice of Withdrawal for the Project. A contingent commitment means that the Subsidy is contingent upon the receipt of an executed Project Regulatory Agreement for the Project.
- 6.2. Final Approval. For a Qualified Project receiving a contingent commitment, the Board shall issue a final approval upon receipt of a fully executed Project Regulatory Agreement by the Cape Cod Commission. Final approval shall be granted by the Board based upon the project cost as appearing in the final Project Regulatory Agreement entered into by the Trust and the Participating Local Government Unit.

7.0 Conditions for Subsidy; Breach of Conditions.

- 7.1 No Agreement. The Board shall not require a Participating Local Government Unit to enter into an agreement with the Board. By accepting a Subsidy payment, the Participating Local Government Unit agrees that the terms of the Subsidy are governed by these regulations, as they may be amended from time to time, for the entire duration of the Trust loan.
- 7.2 Funding Condition. Each contingent commitment and each Subsidy is a commitment of future revenues from the Water Protection Fund solely to the extent available. The Board retains discretion to discontinue, reduce or suspend Subsidies if the Uncommitted Funds are insufficient to meet the total Subsidy commitments – both ongoing obligations for Subsidies awarded in prior years and new awards. When deciding to discontinue, reduce or suspend Subsidies, the Board shall treat all Qualified Projects and Pre-existing Projects as equally as practicable.
- 7.3 Breach of Conditions of Project Approvals. The Board will suspend or discontinue a Subsidy if the Participating Local Government Unit has breached any of the conditions of the Project Regulatory Agreement or Loan Agreement in a manner that causes the Trust to call back the loan, suspend the Participating Local Government Unit's ability to draw down the loan funds, or require that the Participating Local Government Unit repay any loan funds previously provided. The Board shall compel a Participating Local Government Unit to pay back any Subsidy already

provided. The Board may, in its discretion, reinstate the Subsidy if the Participating Local Government cures its breach of the Project Regulatory Agreement or Loan Agreement in a manner that causes the Trust to reinstate the loan.

8.0 Management of Use of Water Protection Fund.

- 8.1 Reserve. In the first calendar year in which the Board makes contingent commitments to subsidize Projects, the Board may establish a reserve from uncommitted funds in an amount that the Board, in its complete discretion and with assistance from a qualified financial consultant, determines is sufficient to ensure that the Water Protection Fund does not become insolvent due to variability in annual deposits to the Water Protection Fund. In each calendar year, prior to determining the Calendar Year Allocation, the Board, in its complete discretion, shall decide whether to restrict and/or utilize funds from the reserve.
- 8.2 Calendar Year Allocation. Each calendar year, the Board shall consider the amount of deposits into the Water Protection Fund and the amounts required to maintain sufficient reserves per Section 8.1 to determine and establish the amount of any Uncommitted Funds. The Board has complete discretion to determine the portion of the Water Protection Fund that comprises Uncommitted Funds, including discretion to withdraw funds from reserve so that they are deemed Uncommitted Funds. The Uncommitted Funds that the Board, in its discretion, determines are available in a given calendar year shall be the Calendar Year Allocation to be awarded to Participating Local Government Units for Qualified Projects first appearing on the Intended Use Plan Project Listing for that year and to Pre-existing Projects. The Board will monitor revenues and subsidies amongst member communities over the life of the fund and provide this information in the annual report. The Board may evaluate and amend these regulations from time to time.

9.0 Withdrawal from Water Protection Fund.

- 9.1 Withdrawal of Eligible Local Government Unit. If a Participating Local Government Unit obtains final approval of a Subsidy for a Qualified Project or is granted a Subsidy for a Pre-existing Project, it may not withdraw from the Water Protection Fund during the Term of Any Financial Assistance Award.
- 9.2 Reentry to the Water Protection Fund. A Local Government Unit that has withdrawn from the Water Protection Fund may rejoin the Water Protection Fund at any time after satisfying the requirements of M.G.L. c. 29C, §§ 19 and 20. In accordance with M.G.L. c. 29C, § 19, the Board shall not grant any subsidies to a Local Government Unit that returns to

the Water Protection Fund (thus becoming a Participating Local Government Unit) for a period of two years from the date on which the legislative body of the Local Government Unit voted to return to the Water Protection Fund.

Tabled for Future Discussion and Potential Amendment of Regulations: The board, subject to a memorandum of understanding with the department of environmental protection, may direct the comptroller to transfer a specified amount not to exceed 10 per cent of the annual revenue deposited into the fund to the department for the department to contract with a regional planning agency, institution of higher education or non-profit corporation to evaluate and report on the efficacy of adaptive management measures to reduce nitrogen pollution of coastal waterways undertaken pursuant to an area wide wastewater management plan or a suitable equivalent plan, to monitor the water quality and watersheds of areas subject to the study and to support further assessment and water quality modeling to further refine area wide wastewater management plans or suitable equivalent plans in Barnstable and Nantucket counties and the county of Dukes County. *See M.G.L. c. 29C, § 19.*

AGENDA
AFFORDABLE HOUSING TRUST
MONDAY, DECEMBER 7, 2020
WAQUOIT MEETING ROOM
MASHPEE TOWN HALL
16 GREAT NECK ROAD NORTH
MASHPEE, MA 02649

MASHPEE TOWN CLERK

DEC 03 2020

RECEIVED BY: W

Virtual / Remote Meeting

Broadcast Live on Local Cable Channel 18

Public Call in Number: (508) 539-1400 extension 8585

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

6:45 p.m. – Convene Joint Meeting with the Board of Selectmen in Open Session

MINUTES

Approval of the following: Monday, February 10, 2020 Regular Session

NEW BUSINESS

1. Discussion and Approval of Termination of Memorandum of Agreement with Mashpee Housing Authority for Mashpee Housing Assistance Program II
2. Discussion and Approval of Authorization for the Town Manager to Solicit Quotes, and to Negotiate and Execute a Memorandum of Understanding or other Agreement Relative to Prospective Administration of the Mashpee Housing Assistance Program II

ADDITIONAL TOPICS

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

ADJOURNMENT

AGENDA
AFFORDABLE HOUSING TRUST
MONDAY, FEBRUARY 10, 2020
WAQUOIT MEETING ROOM
MASHPEE TOWN HALL
16 GREAT NECK ROAD NORTH
MASHPEE, MA 02649

6 p.m. – Convene Meeting in Open Session

This meeting is broadcast live and is recorded

CALL JOINT MEETING TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

JOINT MEETING WITH THE BOARD OF SELECTMEN

AFFORDABLE HOUSING TRUST MINUTES

- Approval of the following: Monday, November 4, 2019

NEW BUSINESS

- 1) Discussion and Approval for the Town Manager to Execute the Development Agreement with Preservation of Affordable Housing (POAH) and Housing Assistance Corporation (HAC) for the 950 Falmouth Road Affordable Housing Project
- 2) Designation of a Signee on Behalf of the Affordable Housing Trust for all Expenditures

ADDITIONAL TOPICS FOR THE AFFORDABLE HOUSING TRUST

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

ADJOURNMENT OF THE AFFORDABLE HOUSING TRUST

JOINT MEETING WITH THE BOARD OF SELECTMEN

Present: Andrew R. Gottlieb, John J. Cotton, Thomas F. O'Hara, Carol A. Sherman, David W. Weeden, Board of Selectmen
Richard Halpern, Mashpee Housing Authority
Patrice Pimental, EDIC
Mike Richardson, Finance Committee

Absent: Allan Isbitz, Affordable Housing Committee

AFFORDABLE HOUSING TRUST MINUTES

Monday, November 4, 2019:

Motion made by Mr. Richardson to approve the minutes of Monday, November 4, 2019 as presented.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 8-0.

Roll Call Vote:

Selectman Gottlieb, yes	Selectman Cotton, yes	Selectman O'Hara, yes
Selectman Sherman, yes	Selectman Weeden, yes	
Mr. Halpern, yes	Ms. Pimental, yes	Mr. Richardson, yes
Opposed, none		

NEW BUSINESS

Discussion and Approval for the Town Manager to Execute the Development Agreement with Preservation of Affordable Housing (POAH) and Housing Assistance Corporation (HAC) for the 950 Falmouth Road Affordable Housing Project:

Members of the Municipal Affordable Housing Trust reviewed the Development Agreement between the Preservation of Affordable Housing, Inc., and Housing Assistance Corporation (HAC with POAH, the "Developer") for the property described as 13 acres at 950 Falmouth Road, Mashpee. The Agreement requires the Developer to construct and operate 39 residential units on the property for affordable housing with the Town of Mashpee having regulatory oversight via a long-term ground lease to ensure the affordability requirements are satisfied.

The Agreement has been reviewed and approved by Town Counsel to form.

Motion made by Selectman Sherman to approve and authorize the Town Manager to execute the Development Agreement for the 950 Falmouth Road Affordable Housing Project as presented.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 8-0.

Roll Call Vote:

Selectman Gottlieb, yes	Selectman Cotton, yes	Selectman O'Hara, yes
Selectman Sherman, yes	Selectman Weeden, yes	
Mr. Halpern, yes	Ms. Pimental, yes	Mr. Richardson, yes
Opposed, none		

***DRAFT* Minutes February 10, 2020 Affordable Housing Trust**

Designation of a Signee on Behalf of the Affordable Housing Trust for all Expenditures:

Motion made by Selectman Sherman to authorize the Chair of the Municipal Affordable Housing Trust as signee for all expenditures associated to the “Trust”.

Motion seconded by Selectman O’Hara.

VOTE: Unanimous. 8-0.

Roll Call Vote:

Selectman Gottlieb, yes	Selectman Cotton, yes	Selectman O’Hara, yes
Selectman Sherman, yes	Selectman Weeden, yes	
Mr. Halpern, yes	Ms. Pimental, yes	Mr. Richardson, yes
Opposed, none		

ADJOURNMENT OF THE AFFORDABLE HOUSING TRUST

Motion made by Selectman Sherman to adjourn the Municipal Affordable Housing Trust meeting at 6:05 p.m.

Motion seconded by Selectman O’Hara.

VOTE: Unanimous. 8-0.

Roll Call Vote:

Selectman Gottlieb, yes	Selectman Cotton, yes	Selectman O’Hara, yes
Selectman Sherman, yes	Selectman Weeden, yes	
Mr. Halpern, yes	Ms. Pimental, yes	Mr. Richardson, yes
Opposed, none		

Respectfully submitted,

Kathleen M. Soares
MAHT Secretary



Mashpee Housing Authority

Leila Botsford, MPHA, PHM, C¹³P

Executive Director

September 22, 2020

Andrew Gottlieb, Chairman
Community Preservation Act Committee
Mashpee Town Hall
16 Great Neck Road, North
Mashpee, MA 02649

Dear Mr. Gottlieb:

At the last Mashpee Housing Authority Board of Commissioner's meeting, it was unanimously voted to end administration of the Housing Assistance Program run by this office.

Although we still believe that this is a good program, serving the less fortunate citizens in the Town of Mashpee, the program is extremely time consuming and a financial loss for the housing authority at just over \$600.00 per month in administrative fees.

All participants will be advised of the end of the program as of November 30, 2020. Any funds remaining in the account as of that date will be returned to the Town's CPC. Any participants who ask about a future program will be advised to check with the town.

Best regards,

Leila Botsford, MPHA, PHM, C¹³P
Executive Director

cc: file
Board of Commissioners

766 Falmouth Road, Unit #A4
Mashpee, MA 02649
Fax: 508-477-4231
Telephone: 508-477-6202
www.mashpeehousing.org

MEMORANDUM OF UNDERSTANDING

BETWEEN:

The Town of Mashpee, Board of Selectmen, represented by Town Manager Rodney Collins, hereinafter referred to as "the Town",

AND:

Mashpee Housing Authority, Board of Commissioners, represented by Executive Director Leila Botsford, hereinafter referred to as "MHA",

Individually referred to as a Party or collectively as the Parties.

WHEREAS

Per Article 14 of the 2019 Spring Town Meeting, and as relating to M.G.L. c44B, parties wish to enter into an agreement for the purpose of funding Affordable Housing, specifically the Housing Assistance Program II, including any necessary costs and expenses related.

THE PARTIES AGREE AS FOLLOWS:

1. Funding

1.1. Funds will be issued from the Town CPC to the MHA on a quarterly basis for a three-year period, at a rate of \$27,500.00 per quarter (for a total of \$110,000.00 per year for three years).

1.2 Payments from the Town will issued to the MHA no later than July 1, October 1, January 1, and April 1 of each year.

1.3. MHA agrees to prepare and submit quarterly reports to the Town no later than 30 days after the end of the quarter, starting quarter ending June 30, 2019. Quarterly reports will consist of the same reports that have been being produced: Loan Repayment Report, Vendor Report, CPC Income Report, Loans Paid out Report, and the Management Fee Report. No other reports will be required.

1.4 The Vendor Report will contain the name and address of the entity paid the funds, as well as the amount and date of said paid funds. No confidential information (client name, address, etc.) is to be provided to the Town.

1.5 If the Town makes a determination, after conferring with the MHA, that the criteria is not being followed or that the reporting is not in compliance with this agreement, the Town shall suspend the release of any subsequent funds.

2. Program Guidelines

2.1. MHA and the Town agree that the Housing Assistance Program II will be guided by the Program Guidelines and Plan as presented in October 2018, which contains the summary as follows:

Mashpee Housing Assistance Program II will encompass housing assistance in one or more of the following areas:

- On-going, short term rental assistance (up to 18 months)
- One-time assistance for first/last/security deposits
- One-time emergency assistance for rent (1-3months)
- Mortgage assistance for short term (1-3months)

Since veteran's housing remains a priority, veterans will be given first priority for all programs. Second priority is given to those who live AND work in Mashpee. Third priority is given to those who live (only) in Mashpee.

Assistance will be granted based on several factors: income eligibility, need, length of assistance needed, ability to become self-sufficient, etc. All applicants must submit an application created by the housing authority, along with required documents. Applicants must also pass a CORI screening, and meet personally with housing authority staff. Ongoing rental assistance participants would be approved only if the applicant meets with housing authority staff to devise a plan for self-sufficiency and sticks by the plan. Six month reviews would be done in each of these cases.

2.2 Full criteria for selection of recipients including eligibility factors, and criteria for determining when assistance will end is incorporated into this agreement with the attached Program Guidelines (Attachment "A").

3. Administration/Fee

3.1. The Town and MHA agree to a fee of \$8,000.00 per year for the MHA to administer the program. This amount covers staff time and office supplies.

3.2. Other program-related expenses (i.e. advertising and legal costs) will be paid out of program funds.

3.3. MHA will administer this program with the highest integrity. All questions and/or concerns are to be directed to the MHA Executive Director or Town Manager.

3.4. Any changes or amendments to this agreement must be made by acceptance of each party by majority board vote only.

4. Term/Termination

4.1. This agreement will begin on July 1, 2019 and automatically terminate when the funding for the HAP ends on June 30, 2022.

4.2. This agreement can be terminated by the Town or the MHA at any time if the other party does not comply with this agreement.

4.3. Except for the end of the program, written notice of termination and the reason(s) for such must be given to the other party at least 60 days in advance.

5. Town Designee for program review

5.1. The parties agree that Gail Wilson will be named as the Town designee to review records related to the program

5.2 Ms. Wilson will be given full access to files, reports, and any other information relating to this program for the sole purpose of program performance review.

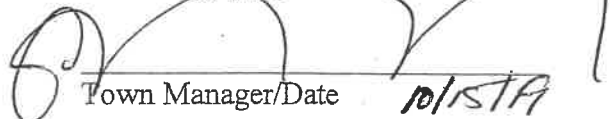
5.3 Ms. Wilson will be required to agree to sign an acknowledgment of confidentiality law and agree to not release any confidential information to the Town or any other party/person.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed as of the date stated below.

MASHPEE HOUSING AUTHORITY


Executive Director/Date

TOWN OF MASHPEE


Town Manager/Date 10/15/19

Ratified by the Board of Selectmen on
June 17, 2019


Board Chairman/Date



ATTACHMENT A

1. Introduction:

This new Mashpee Housing Assistance Program, funded by the Town of Mashpee's Community Preservation Fund, will incorporate four different kinds of assistance. Having one program with four different kinds of assistance under the same program would allow the housing authority to make administrative decisions on which kind of housing assistance would best suit each case and have flexibility in appropriating the funds to each category. The program would encompass housing assistance in one or more of the following areas:

- On-going, short term rental assistance (up to 18 months)
- One-time assistance for first/last/security deposits
- One-time emergency assistance for rent (1-3 months)
- Mortgage assistance for short term (1-3 months)

Since veteran's housing remains a priority, veterans will be given first priority for all programs. Second priority is given to those who live AND work in Mashpee. Third priority is given to those who live (only) in Mashpee.

Assistance will be granted based on several factors: income eligibility, need, length of assistance needed, ability to become self-sufficient, etc. All applicants must submit an application created by the housing authority, along with required documents. Applicants must also pass a CORI screening, and meet personally with housing authority staff. Ongoing rental assistance participants would be approved only if the applicant meets with housing authority staff to devise a plan for self-sufficiency and complies with the plan. Six month reviews would be done in each of these cases.

2. Right to apply

No person may be refused the right to apply for assistance under the program so long as the waiting list is open. Opening and closing of the waiting list will be announced in the local media and/or on the housing authority website. Applications for assistance will not be processed unless they are deemed complete by the MHA. All applications must be hand-delivered or mailed to the MHA main office located at 7 Job's Fishing Road, Mashpee, MA 02649. No faxed, scanned, copied, or emailed applications will be accepted. If requested, MHA staff will offer aid to the applicant in completing the application, explain the tenant selection process, define preferences, and explain the verification process with respect to preferences.

3. Statement of Non-discrimination

It is the policy of the Mashpee Housing Authority to promote equal opportunity and non-discrimination in compliance with, but not limited to, the federal and state constitutions and legislative enactments addressing discrimination in housing. MHA not discriminate on the basis of race, color, creed, religion, national or ethnic origin, citizenship, ancestry, class, sex, sexual orientation, familial status, disability,

military/veteran status, source of income, age or other basis prohibited by local, state or federal law in any aspect of participant selection or matters related to continued occupancy.

4. Threshold Eligibility/Waiting List Placement

To be considered for selection, applicants must submit a completed application and relevant consent forms as outlined in instructions. To determine threshold eligibility, the application may be accepted as a self-certifying statement. No third party verification will be required until final screening for participation in the program. Information needed to determine an applicant's eligibility shall be verified by the MHA with the applicant's assistance.

Threshold Eligibility will be determined on the following basis:

- A) APPLICATION/FORMS: Applicant must submit a completed application and all signed forms as required in the instructions including, but not limited to, CORI release and Release of Information Authorization Form.
- B) INCOME: Gross household annual income must not exceed 100% of the current Area Median Income Limits as published by HUD for the Barnstable region.
- C) RESIDENCY: Applicant must be a Mashpee Resident for a minimum of six (6) months.

Note: Eligibility does not constitute acceptance and further screening is required to determine an applicant's ability to participate in the program.

Once threshold eligibility has been established the application will be date/time stamped and placed on the waiting list.

5. Preference

Preference(s) for participation in the program will be issued as follows:

- 1st preference to Veterans or their surviving spouses and/or children
- 2nd preference to residents who live and work in Mashpee
- 3rd preference to Mashpee residents who do not work in Mashpee and do not meet Veteran preference status

6. Waiting List

The Agent will administer its Waiting List in accordance with the following policies/procedures:

- Waiting lists will be maintained on a computer database
- Waiting lists will be organized by type of assistance applied for.
- Each applicant must be placed on the appropriate waiting list(s) chronologically according to the date/time of the completed application within the applicable preference categories.
- The waiting list will be established and applicants with a Veteran's preference will be taken from the list before those without a Veteran's preference. However, no assistance will be held for a Veteran's preference if there are applicants on the waitlist without a Veteran's preference.
- If an applicant is eligible for assistance, but no assistance is available, MHA will place the applicant on a waiting list for assistance.
- The MHA records will indicate the date the applicant is placed on the waiting list. All records, including the application, must be retained for a period of three (3) years.

- MHA may require applicants to contact the office every six months to remain on the waiting list. Upon failure to respond to the MHA notice to contact the office, the applicant may be removed from the waiting list.
- The waiting list may be closed for a specific period of time if the projected turnover rate of assistance is more than one year. Before closing a waiting list the MHA will post notice at its main office at least 14 days in advance.
- When an applicant pool is no longer adequate due to the closure of the waiting list, the list shall be re-opened. A public notice shall be placed in area publications and posted at local offices
- Waiting lists may be updated every twelve months. Note: Prior to removing an applicant's name from the waiting list, the MHA will send written notice of the action to the applicant, at the applicant's address of record.

7. Screening Procedures

To obtain information about an applicant's ability to meet the essential requirements of the program, the MHA will secure background information from one or more of the following sources:

- A) References from landlords in the last five years or from the last two successive tenancies, whichever is more inclusive;
- B) Credit references furnished by a credit bureau. Information to be considered should not be more than five years old;
- C) Personal references provided by the applicant;
- D) Visits to the applicant's current residence to assess housekeeping habits if there is an indication that this has been an issue in the past or if such visits are required in connection with all applicants for housing;
- E) Record of prior criminal history. An Owner or its agents shall obtain the Criminal Offender Record Information (CORI) reports or a similar comprehensive criminal background report as part of the tenant selection process, but access and use of the CORI reports are subject to the provisions of 803 CMR 05 et seq. An Owner or its agent should ensure that none of the information it obtains is collected in violation of the law.
- F) Sex Offender Registration Status. The Agent or its agent(s) shall obtain information necessary to determine if the applicant or any household member is subject to registration with the Massachusetts Sex-Offender Registry Board, pursuant to M.G.L. c. 6 Section 178C et seq.
- G) Verification of income either from a present employer, appropriate agency, financial institution or other appropriate party.

8. Final Eligibility Selection Criteria

Once threshold Eligibility has been determined, a screening has been completed, and the applicant is at the top of the wait list for assistance, final eligibility will be determined on the following basis:

- A) ON-GOING SHORT TERM RENTAL ASSISTANCE (up to 18 months)
 1. Proof of Leased unit and rental arrearage (if any)
 2. Signed Participation Agreement (tenant)
 3. Signed Participation Agreement (landlord)
 4. Proof of utility bill status (if utilities are paid by tenant) to pay rent and other charges under the lease in a timely manner;
 5. Proof of Property Ownership
 6. Owner's Form W-9
 7. All required documents have been submitted as required by the MHA.

- B) ONE-TIME ASSISTANCE FOR FIRST/LAST/SECURITY DEPOSITS
1. Proof of Lease for unit to be rented
 2. Signed **Participation Agreement** (tenant)
 3. Signed **Participation Agreement** (landlord)
 4. All required documents have been submitted as required by the MHA.
- C) ONE-TIME EMERGENCY ASSISTANCE FOR RENT (1-3 MONTHS)
1. Proof of Lease and rental arrearage
 2. Proof of property ownership
 3. Owner's Form W-9
 4. All required documents have been submitted as required by the MHA.
- D) MORTGAGE ASSISTANCE FOR SHORT TERM (1-3 MONTHS)
1. Proof of mortgage
 2. Proof of arrearage
 3. All required documents have been submitted as required by the MHA.

9. Denial of Participation

If the Executive Director determines that the applicant is not eligible for participation in the program, a written notice will be mailed to the applicants last known address outlining the reason(s) for the determination. The applicant will be given the opportunity to request in writing, within 10 days, reconsideration of the determination. If the Executive Director determines to uphold his/her original determination, the applicant shall have no further appeal rights.

This plan provides for the consideration of mitigating factors that rebut the presumption that an applicant will be unable to meet the requirements of the program. Mitigating factors may be balanced against the potentially disqualifying behavior or circumstances. In considering both the disqualifying reasons and mitigating factors, the Executive Director will determine if there is a reasonable risk that the applicant will be unable to meet the essential requirements of the program. Among the factors that may be considered are:

- the severity of the potentially disqualifying conduct or information;
- the amount of time that has elapsed since the occurrence of such conduct;
- the degree of danger, if any, to the health, safety and security of others or to the security of the property of others or to the physical conditions of the rental unit, common areas, or neighborhood if the conduct recurred;
- the disruption, inconvenience, or financial impact that recurrence would cause the housing provider; and
- the likelihood that the applicant's behavior in the future will be substantially improved.

10. Program funding, budgeting and reporting

The MHA Executive Director will determine, based on need and budget, where the program funds will be allotted. MHA will prepare and submit quarterly reports to the Town no later than 30 days after the end of the quarter, starting quarter ending June 30, 2019. Quarterly reports will consist of the same reports that have been being produced: Loan Repayment Report, Vendor Report, CPC Income Report, Loans Paid out Report, and the Management Fee Report. No other reports will be required. The Vendor Report will contain the name and address of the entity paid the funds, as well as the amount and date of said paid funds. No confidential information/identifying information (client name, address, etc.) will be released.

11. Continued Program Eligibility (short term rental assistance)

Continued ongoing/short term rental assistance participants would be approved only if the applicant meets with housing authority staff to devise a plan for self-sufficiency and complies with their agreed-upon plan. Six month reviews would be done in each of these cases to see if the recipient is meeting goals, and to determine what their need for continuing assistance may be. If the recipient is not in compliance with program eligibility, not be meeting goals, or fail to appear for a review appointment, assistance shall be terminated. If the recipient is meeting goals and still eligible for the program, assistance will be extended for an additional 6 months at which time another review will take place.

12. Confidentiality

It is the policy of the MHA to guard the privacy of individuals in accordance with the Federal Privacy Act of 1974 and the Massachusetts Privacy Act, and to ensure the protection of records maintained by the MHA concerning the applicants or participants. No private information about the applicant/participant's case will be released to anyone other than the applicant/participant unless the applicant/participants submit a written statement giving permission to release information.

The MHA shall not disclose any personal information contained in its records to any persons or agencies, or other authorized government agency unless the individual about whom information is requested has given written consent to such disclosure, or unless disclosure is otherwise in accordance with provisions in the state or federal privacy acts. Incorporated into this section is the Memorandum of Understanding entered into by the Town of Mashpee and the Mashpee Housing Authority. This agreement allows for Gail Wilson to review program-related documents, forms, and files to ensure program compliance. *See MOU for details.*

13. Undefined information/determinations

If there is any decision that needs to be made that is not clearly outlines in this guideline and plan, the MHA Executive Director will make the determination and his/her decision will be held as final.

Town of Barnstable contract with HAC

GRANT AGREEMENT

This Grant Agreement is made and entered into as of the 16th day of y June, 2020 by and between the Town of Barnstable's Affordable Housing/Growth & Development Trust Fund (the Trust) by and through Town Manager, Mark S. Ells, in his capacity as the Chair of the Trust and with the business address as 367 Main Street, Hyannis, MA 02601 and the Housing Assistance Corporation (the Grantee), a nonprofit corporation, with a business address of 460 West Main Street, Hyannis, MA 02601.

WHEREAS, the Affordable Housing/Growth & Development Trust Fund was established by the Town Council by order 2007-158 for the purpose of preservation and creation of affordable housing and promoting sound and prudent economic development;

WHEREAS, by on January 23, 2020, the Town Council by order 2020-068 voted to appropriate the sum of \$2.5 Million from Barnstable's Community Preservation Fund to Affordable Housing/Growth & Development Trust Fund (hereinafter 'Trust') for acquisition, creation, preservation and support of community housing;

WHEREAS, the Community Preservation Act identifies the provision of rental assistance as a proper expenditure for "housing support";

WHEREAS, on April 17, 2020 and April 27, 2020, the Trust reviewed and voted upon criteria to be included in any grant to support temporary emergency rental assistance to support individuals and families adversely affected by COVID-19.

WHEREAS, the Grantee submitted an application to the Trust seeking Three Hundred Thousand (\$300,000) Dollars in Trust funds to provide support to individuals and families residing in the town of Barnstable adversely affected by COVID-19 whose income is 80% or less of the Area Median Income through a temporary emergency rental assistance program;

WHEREAS, on April 27, 2020, the Trust reviewed the application submitted by the Grantee and voted to approve the funding request, subject to the execution of a grant agreement to ensure the proper use of Trust funds, consistent with the criteria voted by the Trust.

NOW, THEREFORE, in consideration of the mutual covenants contained therein, the parties agree as follows:

1.) GRANTEE'S RESPONSIBILITIES TO SUPPORT ELIGIBLE BARNSTABLE RESIDENTS THROUGH THE PROVISION OF TEMPORARY EMERGENCY RENTAL ASSISTANCE.

1.1. General.

The Grantee shall provide temporary emergency rental assistance to support eligible Barnstable residents (Resident or Residents) adversely affected by COVID- 19, consistent with the application for funding submitted by the Grantee to the Trust, copy of which is attached hereto and incorporated by reference herein (Attachment A) and the requirements of this Grant Agreement (Agreement). If there is a conflict between the Grantee's application and the terms of this Agreement, the terms of this Agreement shall control.

1.2. Eligibility Criteria.

The Grantee shall use the following criteria for the determination of a resident's eligibility for the receipt of funding:

- a. Resident is currently renting a unit within the Town of Barnstable, that is not being rented on a seasonal basis, as demonstrated by a written lease or written documentation from the landlord of a landlord-tenant relationship.
- b. Resident, at time of application, is earning 80% or less of the Area Median Income (AMI) provided that if the tenant's income is 50% or less of the AMI, Trust funds will only be made available if the tenant is not eligible for funds from the Residential Assistance for Families in Transition (RAFT) program or if RAFT funds are not available. (Attachment 2 AMI Income 2020).
- c. Evidence that the resident's income has been adversely affected by COVID-19.
- d. Resident is not related to the landlord.
- e. Rental unit must be registered with the Town of Barnstable's Rental Registration program. (If unit is not currently registered, landlord must submit an application to register the unit as a condition of receipt of rental assistance payment).
- f. Resident is not receiving any other government rental subsidy.

1.3. Criteria for the Disbursement of Funds.

Grantee shall utilize the following criteria for the disbursement of funds to eligible Barnstable residents:

- a. The maximum assistance per household is \$5,000.
- b. Rental arrearages: Maximum assistance of three months rental assistance for arrearages that began no earlier than March 1st. This amount would be included in the maximum \$5,000. Resident's income eligibility shall be recertified monthly.

- c. Temporary rental assistance payments (up to the \$5000 limit) to eligible Barnstable residents shall continue, subject to the applicant's compliance with program requirements, until:
 - i. Resident starts working again at a salary equal to what s/he was making prior to COVID-19-related salary reduction, or
 - ii. Resident receives unemployment benefits equal to or greater than their salary prior to the COVID-19-related salary reduction and the tenant has no increase in the cost of health insurance related to the loss of employment. (If such unemployment benefit is reduced, the tenant may re-apply as long as the total amount of total rental assistance does not exceed \$5,000).

1.4 Application Process.

- a. Grantee shall utilize an application that includes the information contained in the attached sample application. (Attachment 3). For those applicants with limited language proficiency, the Grantee shall connect the applicant with translators through partner agencies and shall provide applications in Spanish and Portuguese upon request.
- b. Grantee shall work with the Trust to address the concern that the initial contact with the Grantee by telephone accommodates individuals with limited English proficiency.
- c. Applications shall be made available to be completed or online or in hard copy for those who lack access to a computer or printer.

1.5 Marketing.

The Grantee shall promote the availability of temporary emergency rental assistance through e-mails to Grantee's list of 10,000 subscribers, including Grantee's Affirmative Fair Marketing List relevant to Barnstable which includes churches, schools, libraries and cultural/community centers, Hyannis and Cape Cod Chambers of Commerce, and partner organizations. Grantee shall also promote the program through PSAs and press releases to local radio, the Cape Cod Times and the Barnstable Patriot as well as to organizations that provides services to persons with disabilities and organizations that serve individuals and families with limited English proficiency.

1.6. Selection Process for Recipients of Emergency Assistance.

- 1. For two weeks prior to the review of any applications, the availability of the emergency rental funds shall be marketed extensively throughout Barnstable, including to those with limited language skills and those who lack computer access.

2. Applicants with the most serious needs should be given priority. These applicants shall include but not be limited to individual and families who do not qualify for other governmental benefits such as Stimulus Funds and/ or Unemployment Insurance Benefits and those who have pending eviction proceedings or have received a Notice to Quit prior to April 21, 2020.
3. No more than 30 applications shall be approved in any given month and no funds shall be committed from Trust funds in excess of the Trust Funds allocated for distribution to eligible Barnstable renters.

1.7. Required Documents.

Grantee, as presented in its application, shall ensure that before any funds are disbursed, that the following documents are executed:

- a. Application
- b. Housing Relief Fund Landlord Agreement
- c. Housing Relief Fund Participant Contract.

2.) COMPENSATION AND TERM.

2.1 In consideration of the Grantee providing the support to Barnstable as described in this Agreement and fulfilling its other responsibilities hereunder, the Trust shall pay the Grantee the sum of Three Hundred Thousand (\$300,000) Dollars.

2.2 Grantee shall be entitled to allocate fifteen (15%) per cent of the funds disbursed to cover its administrative expenses.

2.3 Unless otherwise terminated as provided herein, this Agreement shall terminate on July 1, 2021 or when all funds allocated hereunder have been expended, whichever occurs first. The Trust, at its sole discretion, may vote to extend the term of this Agreement.

2.4 All unexpended funds in Grantee's possession at the time of the termination of this Agreement shall be returned to the Trust no later than thirty (30) days from the date of the termination of this Agreement.

2.5 Notwithstanding the termination of this Agreement, the provisions of this Grant that explicitly survive the termination of this Agreement, shall remain in full force and effect.

3.) REPORTING AND RECORDKEEPING REQUIREMENTS.

3.1. The Grantee shall keep full and detailed records, accounts, books, and other pertinent information documenting the utilization of the grant funds as are kept in the normal course of business and such additional records as may be required by the Trust.

The Grantee agrees to make available for examination by the Trust and its designees, such records upon request by the Trust within a period of seven (7) calendar days from such request.

3.2: The Grantee shall afford access to the Town and its designees to all such documents and data relating to this grant for a period of six (6) years after the final payment by it to the Trust under the terms of this Grant.

3.3: The Grantee shall prepare and file with the Trust quarterly reports, the first report due on September 1, 2020. Additionally, Grantee shall file a final report with the Trust within thirty (30) days of the termination of this Agreement. Said reports shall include by zip code, the number of applications received, the amount of assistance provided to each recipient (without identifying the recipient by name), the number of applicants determined ineligible for benefits and the basis in each case for the ineligibility and the number of recipients whose applications were terminated and in each case the reasons for the termination. The report shall also document all marketing of the Barnstable Program during the quarter.

3.4: Within ten (10) business days of the Grantee's receipt of any county, state and federal funding for emergency temporary rental assistance related to COVID-19, other than funds received under the RAFT program, the Grantee shall notify the Trust in writing of the amount of funds received and the Grantee's plan to ensure that Barnstable resident have access to these funds in addition to the funds allocated under this Agreement. The Grantee agrees to appear before the Trust to review its plan for the distribution of these additional funds to Barnstable residents should the Trust so require.

4.) **INDEMNIFICATION.**

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and save harmless the Trust and the Town, all of the Trust and Town officers, agents and employees from and against all suits and claims of liability of every name and nature, including attorney's fees and costs of defending any action or claim, for or on account of any claim, loss, liability or injuries arising out of or resulting from any act, omission, or negligence of the Grantee and their agents or employees in the performance of the work covered by this Grant and/or their failure to comply with terms and conditions of this Grant, regardless of whether said claim is caused in part by the Town, the Trust or any third party. This provision shall survive the termination of this Agreement.

5.) **NON-ASSIGNABILITY.**

Performance of this grant shall not be subcontracted or assigned.

6.) **EQUAL SERVICES CLAUSE.**

No person shall be denied participation in the program funded under this Grant solely on the basis of race, color, religion, sex, age, national origin, disability, source of income, sexual orientation and ancestry.

7) MODIFICATION.

Any amendment or modification of this Grant shall be effective only upon the mutual written agreement of the parties. This instrument contains the entire agreement between the parties. No statement, promise or inducement made by any party hereto, which is not contained in this written grant, shall be valid or binding.

8.) TERMINATION.

8.1 The Trust reserves the right to terminate this Agreement if the Trust determines, at its sole discretion that the Grantee has failed to fulfill its obligations under this Grant Agreement. Upon receipt of such notice, the Grantee shall return all unexpended funds as of the date of notification to the Trust no later than thirty (30) days from the date of the termination.

8.2 If the Grantee decides to terminate prior to the expiration of this Grant, the Grantee shall notify the Trust in writing and Grantee shall return all unexpended funds as of the date of the notification to the Trust no later than thirty (30) days from the date of the termination.

9.) COMPLIANCE WITH LAW.

The GRANTEE agrees to conduct its operation hereunder in strict compliance with all laws, bylaws, ordinances, rules and regulations of all federal, state, regional and local authorities as from time-to-time are applicable

10.) CHOICE OF LAW.

The laws of the Commonwealth of Massachusetts shall govern this Agreement and the Grantee submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.

11.) NOTICES.

Any and all notices, or other communications required or permitted under this Grant Agreement, shall be in writing and delivered by hand or mailed postage prepaid, or by other reputable delivery service, to the parties at the addresses set forth on page 1 hereof or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, or if so mailed, when deposited with the U.S. Postal Service or if sent by private overnight or other delivery service, when deposited with such delivery service.

12.) **SEVERABILITY.**

Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions.

WITNESS, our hands and seals this 16th day of May, 2020.
June

Town of Barnstable Affordable
Housing/Growth & Development Trust
Fund by its Chair


Mark S. Ellis

Housing Assistance Corporation
Grantee,

By: 
Signature

(Printed Name: Alice Magro
Title:

CEO

6/16/2020



Barnstable Affordable Housing and Growth Development Trust Fund

Application for Funding to Provide Support to Individuals and Families Residing in the Town of Barnstable Adversely Affected by COVID-19 Whose Income is 80% or Less of the Area Median Income through a Temporary Emergency Rental Assistance Program

To obtain funding through the BAHGDT, applicants must submit an application pursuant to the below process and ensure that their request meets the Priorities, Eligible Activities, Funding Guidelines and Selection Criteria set forth in the Guidelines.

Application Process

A complete application form and required attachments must be received in accordance with the schedule described below. Currently, Trust is accepting applications on a rolling basis:

1. Submit your complete application to the following:

Board of Trustees, Barnstable Affordable Housing Growth Development Trust
c/o: Elizabeth Jenkins, Director of Planning & Development,
elizabeth.jenkins@town.barnstable.ma.us

1. PROGRAM INFORMATION

Name of Program Proponent Housing Assistance Corporation
Address of Program Proponent 460 West Main Street, Hyannis, MA 02601
Contact Person Name and Title Shawna Moos, Director of Strategic Initiatives
Mailing Address 460 West Main Street, Hyannis, MA 02601
Telephone 508-367-7037
Email smoos@haconcapecod.org

Budget Summary

\$255,000 pass-through rental payments for eligible Barnstable residents

\$ 45,000 15% staffing and administration fee

The similar state RAFT program through DHCD allows an administration rate 18.95%. We are leveraging the RAFT framework for this program to keep costs down for the town.

Total Program Cost

\$300,000 - Barnstable Residents only. \$250,000 in other Capewide funding has been identified and other town requests are pending.

Total Trust Funds Requested

\$300,000

3. DESCRIPTION OF THE PROGRAM

Narrative description of the proposed program

Housing Assistance has established the Workforce Housing Relief Fund to provide urgent assistance with past due rent or mortgage payments or other housing-related expenses for current, year-round Cape Cod and Island residents who are losing income due to the coronavirus and cannot afford housing. A grant from Barnstable will help Barnstable residents stay in their existing home until they can return to work or secure other governmental relief, and help alleviate the affordability gap for housing. The Workforce Housing Relief Fund will assist with past due rent payments and also partial housing payments for up to six months (up to \$5,000 total per household). Our experience with RAFT has shown an average payment of \$3,900 per household is typical during a stabilization period that can be up to six months. The state RAFT program is limited to households that make 50% or less AMI. This fund will assist those making between 51% and 80% AMI.

4. PROGRAM DETAILS

Describe proposed application process. Include in your description how the applications will be received and processed while the State of Emergency is in effect, and how potential applicants without computer access or who have limited English proficiency will access the program

Clients can fill out an application PDF online, or we will send them a hard copy if they do not have access to a printer or computer. The application is the same form required by DHCD for the RAFT program and does require a hard copy signature, but we are working to create a fully electronic DocuSign form. For clients with limited English proficiency, we connect them with translators through partner agencies, and we also have the application in Spanish and Portuguese on request.

Describe Proposed Marketing for the Program

We will promote the program through emails to our list of 10,000 subscribers, including our Affirmative Fair Marketing List relevant to Barnstable which includes churches, schools, libraries and cultural/community centers, Hyannis and Cape Cod Chamber of Commerce, and partner organizations. We also will promote through PSAs and press releases to local radio the Cape Cod Times and Barnstable Patriot.

Describe Proposed Process for Reviewing Applications and Determining Eligibility

1. Client application submitted to intake. One of the counselors reviews packet to ensure it is complete with all documents. Clients must have applied for all other federal, state and local unemployment and housing relief programs and still have a need for housing assistance before applying to this fund.
2. Application packet goes to the housing counselor assigned to this program, Heidi Archibald, who schedules a client appointment. During the appointment a screen is completed, a housing plan is completed, data tracking information is recorded. Owner and client contracts are obtained pending final funds approvals.
3. On the 1st and 3rd Monday of each Month Heidi and the COO meet to review completed applications and approve/deny applications based on need, funding availability, and the client's screen score.

We will prioritize recipients of the fund based on these criteria and any other criteria the town would like to add to ensure funding goes to the most at-risk clients. Recipients will:

- 1) Live in Barnstable.
- 2) Verify their income is between 51% and 80% Area Median Income. *Those at 50% and below AMI are eligible for other housing programs.*
- 3) Demonstrate a loss of income or increase in expenses.
- 4) Be at risk for homelessness or displacement.
- 5) Meet other optional town "at-risk" criteria such as mandatory financial obligation to income ratio and plan for sustainability.

Describe the Proposed Process for the Execution of a Grant Agreement by the Landlord and Tenant; and Releasing Funds to Landlords; and Timeline for Release of Funds

Owner and client contracts are obtained as part of application process before final fund approvals. Funds are released twice monthly after final approval. If there is a monthly stipend going forward, a recertification request is sent to client 7 days prior to end of month.

Describe the Proposed Periodic Review of Tenant's Continued Eligibility

Approved participants will be recertified monthly with a required form covering both an updated budget and re-evaluation of income. This will be sent out monthly and reviewed to evaluate if the client is still in need of assistance to stabilize their housing the following month.

5. PROGRAM PROPONENT'S EXPERIENCE AND CAPACITY

Describe your organization (including current staffing levels) and relevant background and/or experience that demonstrate the capacity of project team to successfully carry out the proposed program

Housing Assistance has a strong track record of effectively managing homelessness prevention funding programs through federal, state and local contracts. Our annual homeless prevention program and state RAFT program supports more than 489 households by managing over \$670,000 of payments to either move into housing or keep housing that is in jeopardy due to a crisis. The Workforce Housing Relief Program program will be managed very similarly to the state RAFT program, however unlike RAFT, it will be available to people making between 51% and 80% AML. We have intake counselors that verify a person's income and their housing crisis. Once a client is approved for funding, we pay the landlord or the bank directly, so it is certain funds are used as intended. Housing Assistance is the regional administrator for many state and federal housing assistance programs, so we can ensure that people in crisis are channeled to appropriate additional sources of support.

Identify staff assigned to program, the anticipated hours for each staff member, and supervisor to be assigned

We currently have eight staff handling intake calls, housing counseling services, and homelessness prevention programs. To handle the increased demand for services and manage the Workforce Housing Relief Fund, we have modified the job responsibilities of one of our Housing Counselors, Heidi Archibald. Heidi provides reverse mortgage counseling and administers RAFT, and prior to that worked in our Leased Housing department. Since state law for reverse mortgage counseling services requires those services to be held face to face, those services have been put on hold pending legislative override of state law and Heidi was available for additional duties. Heidi has vast experience working with tenants and landlords, as well as experience with emergency financial assistance fund administration through RAFT. Heidi will be supervised by Cassi Danzl, our Director of Family and Individual Services, who is responsible for all our homelessness prevention programs.

6. PROGRAM SCHEDULE

Trust Application Date

April 13, 2020

Date that Applications will be available to Tenants

April 20, 2020 or upon grant award. It will utilize our standard intake form that is available now.

Intake Process: Time to Process and Approve the Application

14-21 days to verify all documentation, review and render decision

Periodic Review of Tenant Eligibility

Monthly tenant self-reporting of any changes in income or expenses

Other Tasks

Confirm town contract, reporting and any additional town eligibility criteria.

7. PROGRAM BUDGET

(If an administrative fee is being charged, describe how that fee is calculated)

\$255,000 - Pass-Through Funds for Client Housing; Up to \$5,000 each but averaging \$3,900; estimated 63 households

\$45,000 - 15% Administrative Fee. Covers Housing Counselor 20 hours per week for six months, plus COO and Director of Family and Individual Services bi-weekly oversight of client award decisions. The state RAFT contract with DHCD allows an administration rate 18.95%. We are leveraging the RAFT framework to keep costs down for the town.

Checklist for Exhibits to Application, where applicable

Exhibit 1: Organization Documents (Articles of Organization)

Exhibit 2: Corporate Vote Establishing Signatory Authority

Exhibit 3: Tenant Application Form

Any other forms that Applicant has developed for this program

TOWN OF YARMOUTH, MASSACHUSETTS – STANDARD CONTRACT FORM

This form is used as the default contract for Town of Yarmouth departments when another form is not otherwise prescribed. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior approval from the Town. The Town of Yarmouth Standard Terms & Conditions are incorporated into this Contract by reference.

CONTRACT NAME: Housing Assistance Corporation – Rental Assistance Program

CONTRACT NUMBER: MAHT-FY2021-002

This Contract is entered into on, or as of this date by and between the Town of Yarmouth and the Contractor, as indicated below:

Town of Yarmouth, Massachusetts		Contractor Name & Address	
Business Address for Notice			
Town Administrator		BUSINESS NAME	Housing Assistance
1146 Route 28		ADDRESS	460 West Main St
South Yarmouth, MA 02664		CITY, STATE, ZIP	Hyannis, MA 02601
		ADDL.	
Contract Manager		Contact Person	
NAME	Mary Waygan	NAME	David Quinn
DEPT.	Community Development		Housing Assistance Corp
ADDRESS	1146 Route 28	ADDRESS	460 West Main St
CITY, STATE, ZIP	South Yarmouth, MA 02664	CITY, STATE, ZIP	Hyannis, MA 02601
PHONE	508-398-2231 x 1275	PHONE	508-771-5400
EMAIL	mwaygan@yarmouth.ma.us	EMAIL	dquinn@haconcapecod.org

1. Contract for the procurement of the following

The Contractor shall administer a rental assistance program to provide assistance to low- and moderate-income Yarmouth households at risk of eviction due to rental arrears as further described in the Request for Quotes for Affordable Housing Services issued by the Yarmouth Affordable Housing Trust on April 13, 2020 and the response submitted by the Housing Assistance Corporation, both attached herein, and as conditioned here:

1. No more than 15% or \$7,500, shall be released by the Trust to cover program administration costs incurred by Housing Assistance Corporation; and
2. Funds can only be used to assist Yarmouth residents renting a unit registered with the Yarmouth Health Department; and
3. Funds may be used to serve households earning between 80% and 100% of the Area Median Income only if approved by Town Meeting.

THE REMAINDER OF THE PAGE IS INTENTIONALLY BLANK

TOWN OF YARMOUTH, MASSACHUSETTS – STANDARD CONTRACT FORM**2. The Contract price and payment schedule**

RENTAL ASSISTANCE PAYMENTS	\$42,500
PAYMENT SHALL BE RELEASED BY TRUST TO REIMBURSE HOUSING ASSISTANCE CORPORATION OF QUALIFIED RENTAL ASSISTANCE PAYMENTS UPON RECEIPT OF	
1. PAYMENT REQUEST	
2. DOCUMENTATION OF RENT PAYMENT MAKE TO PROPERTY OWNER	
3. COPY OF ANNUAL LEASE OR RENTAL AGREEMENT	
4. CERTIFICATION OF TENANT HOUSEHOLD ELIGIBILITY	
5. DOCUMENTATION OF TENANT HOUSEHOLD NEED OF RENTAL ASSISTANCE	
6. DOCUMENTATION OF REGISTRATION OF RENTAL UNIT WITH THE YARMOUTH HEALTH DEPARTMENT	
PROGRAM ADMINISTRATION (15% of PROGRAM COST)	\$7,500
TOTAL.....	\$50,000

3. Payment terms and conditions

- 3.1. Fees and Reimbursable Costs combined shall not exceed **FIFTY THOUSAND DOLLARS (\$50,000)**.
- 3.2. There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any. All payments for reimbursement of costs must follow current Town policies and documentation standards.
- 3.3. Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Goods/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.
- 3.4. Payments will be made by electronic methods either by credit card or ACH / direct bank deposit to the Contractor's account. The Contractor must provide a completed and signed ACH / direct deposit form. The Contractor must provide the Town an updated form if the bank account used for the deposit is changed during the term of this Contract.
- 3.5. If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

4. Security

(Surety is not required for contracts for most purchases of goods and most services. Surety in the form of a 100% performance bond; 100% payment bond and 5% bid surety is ALWAYS required for construction contracts.) The following are the security requirements applicable to this Contract:

Not Applicable

5. Term of Contract and Time for Performance

The Contract Start Date is May 15, 2020. The Contract End Date is May 15, 2021. This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before **May 15, 2021**, unless extended, in writing, at the sole discretion of the Town, and not subject to

TOWN OF YARMOUTH, MASSACHUSETTS – STANDARD CONTRACT FORM

assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant.

6. Contactor's Personnel

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

7. Insurance**7.1 Workers Compensation Insurance**

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

7.2 Professional Liability Insurance

Minimum liability coverage of \$1 million per claim and \$3 million in the aggregate.

If applicable, the Contractor shall have Professional Liability Insurance with a minimum of the listed amounts. Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this article.

7.3 Other Insurance Requirements

(a) Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Yarmouth as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.

(b) Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.

(c) The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any

TOWN OF YARMOUTH, MASSACHUSETTS – STANDARD CONTRACT FORM

casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

(d) All policies shall identify the Town as an additional insured (except Workers' Compensation and Professional Liability). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. Failure to provide the notices required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination. Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage's shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.

(e) The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

8. Town of Yarmouth Standard Terms & Conditions

Are part of this Contract and are incorporated into this Contract by reference.

TOWN OF YARMOUTH, MASSACHUSETTS – STANDARD CONTRACT FORM**Housing Assistance Corporation – Rental Assistance Program MAHT-FY2021-002****FOR THE TOWN OF YARMOUTH**

Acknowledged:

Department Head Date

Approved as to Procurement:

Chief Procurement Officer Date

Approved as to Availability of Funds:

MUNIS ACCOUNT: 200155-588700_____
Town Accountant Date

Contract Approval:

Town Administrator Date**FOR THE CONTRACTOR**

Housing Assistance Corporation

Name of Company

DocuSigned by:

 5/27/2020
B548D20388F44DC..._____
Authorized Signature Date

wPhinney@haconcapecod.org COO

Print Name & Title

In witness whereof the parties have hereto set forth their hands and executed this as an instrument under seal as of the dates indicated below.

TOWN OF YARMOUTH, MASSACHUSETTS – STANDARD CONTRACT TERMS & CONDITIONS

1. Definitions

1.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.

1.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.

1.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.

1.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.

1.5 Goods: Goods, Supplies, Services or Materials.

1.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.

1.7 Work: The services or materials contracted for, or both.

2. Subject to Appropriation:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

3. Permits and Approvals

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

4. Termination and Default

4.1 Without Cause: The Town may terminate this Contract on seven (7) calendar days' notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail

postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

4.2 For Cause: If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days' notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

4.3 Default: The following shall constitute events of a default under the Contract: (1) any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

5. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

6. Contractor's Breach and Town's Remedies

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Yarmouth shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

TOWN OF YARMOUTH, MASSACHUSETTS – STANDARD CONTRACT TERMS & CONDITIONS

7. Statutory Compliance

7.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

- General Laws Ch. 30B – Procurement of Goods and Services.
- General Laws Ch. 30, Sec. 39, *et seq* - Public Works Contracts.
- General Laws Ch. 149, Sec. 44A, *et seq* - Public Building Contracts.

7.2 The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to MGL c. 151 s. 1, *et seq.* (Minimum Wage Law) and the wage rates as set forth in MGL c. 149 s. 26-27D (Prevailing Wage).

7.3 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

7.4 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

7.5 The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the provisions of this section. If any discrepancy or inconsistency is discovered in Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

8. Conflict of Interest

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

9. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

10. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal,

State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

10.1 As used in this section "affirmative action" means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, selection, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an "Equal Opportunity Employer";
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

10.2 The Contractor, if applicable, shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing providing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency's practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.

10.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.

10.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.

10.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all

TOWN OF YARMOUTH, MASSACHUSETTS – STANDARD CONTRACT TERMS & CONDITIONS

qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

10.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

11. Assignment

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

12. Condition of Enforceability Against the Town

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

13. Corporate Contractor

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Yarmouth unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

14. Liability of Public Officials

To the full extent permitted by law, no official, employee, agent or representative of the Town of Yarmouth shall be individually or personally liable on any obligation of the Town under this Contract.

15. Indemnification

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, it's or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

15.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is

attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

15.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.

15.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.

15.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

16. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

TOWN OF YARMOUTH, MASSACHUSETTS – STANDARD CONTRACT TERMS & CONDITIONS

17. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

18. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

19. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

20. Waiver and Amendment

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

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

21. Severability

If any term or condition of this Contract 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 Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

22. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

23. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the

Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

24. Binding on Successors

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

25. Entire Agreement

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract 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.

26. Change Orders

The Town of Yarmouth without invalidating the Contract may order Changes in the Work Consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order signed by the Town of Yarmouth or their duly authorized agent.

26.1 The Contract Sum and the Contract Time may be changed only by Change Order.

26.2 The cost or credit to the Town of Yarmouth from a Change in the Work shall be determined by mutual agreement.



**Town of Brewster
Request for Quotes**

Brewster Rental Assistance Program
including COVID Emergency Rental Assistance

1. Background Information:

The Brewster Affordable Housing Trust is seeking assistance with the management of its' Rental Assistance Program. This program includes a COVID-19 emergency rental assistance component. The goal of the program is to provide economic assistance for affordable rental housing with social support services to bridge households and assist them in accessing and maintaining market, and affordable, long term housing options. Additionally, to support COVID impacted households in maintaining housing.

The Rental Assistance Program will work to create or maintain at least 10 affordable Brewster rental opportunities by either subsidizing unaffordable market rate rentals to make the monthly rent affordable or by addressing temporary financial needs caused by the COVID-19 crisis. Priority will be given to those seeking COVID-19 assistance. The Rental Assistance Program requires tenants income qualify (80% of median income) and requires the landlords provide year-round leases with a rental rate that, when lowered by the rental subsidy, is affordable to the household. The payments go directly to the landlord each month. Tenants must remain tenants-in-good-standing and must participate in a case management program that provides education and assistance on financial management. Tenants applying for COVID-19 emergency funds may income qualify at 100% AMI and receive up to \$6,000 within a one year time frame. Descriptions of program guidelines are attached. Funds will be disbursed by the Housing Trust to the program administrator on an agreed upon schedule.

2. Scope of Services:

- Perform Affirmative Fair Housing Marketing of the program
- Complete Tenant Selection and Income Qualification
- Complete Landlord verification
- Review Landlord/Tenant lease
- Determine the appropriate subsidy, up to \$500 per month for ongoing rental assistance program. Up to \$6,000 total for COVID emergencies.

- Make payment(s) to landlord.
- Provide ongoing Case Management services to all participants. Case management is expected to include assessing available services & funding sources as well as goal setting, and, if needed, mentoring and financial management counseling.
- Complete quarterly assessment data (attached metrics) for all participating households.
- For ongoing rental assistance participants, provide budgetary planning with a goal of each household achieving self-sufficiency within the three year period

3. Submission Requirements

The Submittal should include the following:

- Qualifications: A narrative describing the qualifications and experience in managing similar types of Rental Assistance Programs.
- Timetable: A statement attesting to the consultant's ability to achieve the required product within the timetable allocated for performing the scope of the work.
- Cost: Administrative and Case Management cost should be included as one figure.
- Resume: Include resumes of key staff, including those of any subcontractors who will be involved in the project.
- References: Names and contact information from at least three references from organizations/ individuals that have received comparable services within the last five years. The Town reserves the right to consider other sources and material not provided by the submitter.
- Sample of Work: Include a copy of comparable work that the consultant has completed within the last two years.
- Non-collusion Form: Complete non-collusion form, see attachment B.

4. Contract Terms and Conditions

If awarded the contract, the consultant will be expected to execute a contract substantially the same as incorporated herein by reference as attachment A. This contract will incorporate by reference the approved scope of services submitted by the selected consultant.

Brewster Rental Assistance Program
including COVID Emergency Rental Assistance

7.02.20

Goal: To provide economic assistance for affordable rental housing with social support services to bridge households and assist them in accessing and maintaining market, and affordable, long term housing options. Additionally, to support COVID impacted households in maintaining housing.

Parameters of Rental Assistance Program Component

- Must be a Brewster resident or employee or have a child in Brewster public elementary schools.
- First Come, First Served. With prioritization within initial application period. (up to 1 month)
 - Households paying over 50% of their income on rent.
 - Possible prioritization points to be discussed with administering agency.
- Household income must be below, or at, 80% AMI and paying over 30% of income on rent.
- Rental unit must be located in Brewster, be a legal rental unit, and have a written lease.
- Up to \$500 per month rental assistance (actual assistance amount based on tenant rent portion at 30% of household income; childcare costs and high, or emergency, health care costs may be included in rental payment determination).
- Lease payments made directly to landlord.
- Monthly rent cannot exceed 110% of HUD fair market value rent for Barnstable County.
- Annual review and adjustment of rental assistance, with maximum of 3 years of assistance subject to funding availability and active participation in program.
- Participants will be required to participate in case management. This is expected to include goal setting, mentoring, and financial management counseling.
- Participants not presently receiving other rental assistance.

Proposed Parameters of COVID-19 Emergency Rental Assistance Component

- See Lower Cape Emergency Rental Assistance Program description and guidelines
- This emergency assistance has more flexibility and is limited to one year, \$6,000 total benefit.

Financial Commitment:

- \$75,000 designated. Ability to serve at least 10 households.

Next Steps

- Approved by Housing Trust July 2, 2020.
- Create and put out RFQ for program. Goal: Mid-July. Review by Housing Trust August 13, 2020.
- Select Administrator and sign contract. Goal: August
- Review program guidelines with Administrator, make any adjustments, and begin marketing.

Funding is available for **at least 10 households** for one year. There is an expectation to renew the program for additional years provided that funding can be attained. The initial contract would be for one year with an option for up to an additional two years.

5. Questions, Deadline and Address for Submission

Any questions pertaining to this Request For Quotes should be directed in writing to: Donna J. Kalinick, Assistant Town Administrator by the close of business on July 27, 2020. Following the closure of questions, a single response will be prepared for all questions received, and circulated to all recipients of this RFQ.

Complete submittal of the quotes shall be received by the Town no later than 4 P.M. on July 31, 2020.

Quotes may be submitted by email to dkalinick@brewster-ma.gov or by mail/in person to:
Donna J. Kalinick, Assistant Town Administrator
2198 Main St.
Brewster MA 02631

The Town Administrator reserves the right to reject any and all submittals, waive informalities, and to award contracts as may be in the best interests of the Town. The selected quoter shall be expected to comply with all applicable federal and state laws in the performance of services. The consideration of all qualifications and subsequent selection of the successful candidate shall be made without regard to race, color, sex, age, handicap, religion, political affiliation or national origin. The contract and its award process resulting from this Request for Quotes are subject to the Uniform Procurement Act pursuant to the M.G.L. c. 30B.

6. Award:

The contract shall be awarded to the responsible person or firm offering the needed quality of supply or service at the lowest quotation and in accordance with the specifications requirements as outlined below.

- a. The quoter has met all submission requirements.
- b. The quoter possesses the experience and qualifications necessary to carry out the contract and perform the required services.

7. Attachments:

1. Brewster Rental Assistance Guidelines Program Information Sheet
2. Lower Cape Emergency Rental Assistance Guidelines, Regional Standards, & Program Outcome Metrics
3. Non-Collusion Form
4. Town Contract

Lower Cape Emergency Rental Assistance Program

Program Guidelines

In response to the loss of income to households due to Covid-19, this program has been created and funded by Lower Cape Towns, including Brewster, utilizing their Community Preservation Act or other non-federal funds. This program seeks to be efficient and responsive. It is temporary in nature. Applicants are eligible for:

- \$6,000 per household for one 12-month benefit period.
- Alternatively, the benefit amount may be determined by the program administrator based on need and Town approval, if the benefit of \$6,000 per household is expended.
- In Brewster, benefit is available within one 12-month period, 9/1/2020 – 8/31/2021.
- First come, first served.

It is expected that all other resources available to a household will be assessed before these emergency funds are used.

Household Eligibility

Program serves households up to 100% Area Median Income (AMI).

- Based on post-COVID-19 gross income or increase in expenses due to COVID-19.
- Home-sharing allowed.

A "household" shall mean an individual or two or more persons who will live regularly in the unit as their principal residence.

Income and Asset Eligibility

The gross income of the applicant and all other members of the applicant's household over the age of eighteen (18) may not exceed 100% of the Area Median Income for Barnstable County adjusted for family size. An applicant's total household gross income cannot exceed the following limits:

Household size	1-person	2-person	3-person	4-person	5-person	6-person	7-or-more-person
Income median Limit 100% area	\$67,620	\$77,280	\$86,940	\$96,600	\$104,328	\$112,056	\$119,784

Process

- All potential participants must complete an application and attach requested documents.
- Assistance with the submission of the application is available to those with limited computer access.

- Applicants have the right to request a reasonable accommodation(s), which may include a change to a rule, policy, procedure or practice to afford a person with a disability an equal opportunity to participate fully in the housing program or to use and enjoy the housing.
- Free language assistance is available to households with limited English proficiency.
- Qualifying households will be offered the opportunity to enter into a Rental Assistance Agreement with their landlord and the Program Administrator.
- The Program Administrator will proceed through the applications in this manner until all funds are awarded.

Affirmative Marketing Methods

The Program Administrator does not discriminate on the basis of race, color, religion, national origin, disability, familial status, sex, age, marital status, children, sexual orientation, genetic information, gender identify, ancestry, veteran/military status or membership.

Marketing Activities

Marketing activities will be conducted on an ongoing basis beginning 8/2020 and ending 7/2020. Efforts consist of, at a minimum:

- 1) Town Covid-Response website pages
- 2) Email outreach to local employers and non-profit organizations, housing developments with affordable units, and legislative delegations in each participating community.

Applications will be available on-line at the Program Administrator's website, or via paper and the US Postal Service. In all cases the process begins by contacting the Program Administrator's office. The Program Administrator staff are available to assist individuals in the completion of their application and can accommodate households with disabilities that may impede their ability to complete the application. The Program Administrator staff can also arrange for assistance for households that have limited English proficiency. Applicants have the right to request a reasonable accommodation, which may include a change to a policy, procedure or practice to afford a person with a disability an equal opportunity to participate fully in the housing program or to use and enjoy the housing.



Lower Cape Emergency Rental Assistance Program

Regional Standards

Component	Program Standard
Income Restriction	<p>Program serves households up to 100% Area Median Income (AMI).</p> <ul style="list-style-type: none"> - Based on post-COVID-19 gross income or increase in expenses due to COVID-19. - Home-sharing allowed.
Benefit	<p>It is expected that all other resources available to a household will be assessed before these emergency funds are used.</p> <ul style="list-style-type: none"> - Up to \$6,000 per household for one 12-month benefit period. - Alternatively, the benefit amount may be determined by the program administrator based on need and Town approval, if the benefit of \$6,000 per household is expended. - Benefit is available within one 12-month period, in Brewster 9/1/2020- 8/31/2021. - First come, first served.
Local program administration	<p>Program Administrator has a physical office and staff based on Cape, preferably on the Lower Cape. Each individual town will determine which Cape agency will administer their program.</p>
Professional case management	<p>Program administration includes professional case management provided by staff with significant Lower and Outer Cape experience and/or a relevant degree. Staff receives continuing education. Preferably, program administrator employs case managers who are fluent in non-English languages spoken on the Lower and Outer Cape. If needed, translation services must be available for program participants.</p> <p>Program administration includes:</p> <ol style="list-style-type: none"> 1. Initial intake 2. Assessment of need 3. Professional case management 4. Financial counseling if needed 5. Standardized data collection & reporting (see Outcomes & Metrics) 6. Follow up and re-evaluation as needed
Funding Source	<p>Existing Community Preservation Act (CPA) funds already allocated for community housing.</p>

Lower Cape Emergency Rental Assistance Program

Outcomes & Metrics

All metrics are recorded quarterly at 3, 6, 9 and 12 months.

Outcome (The program is successful when...)	Metric (How we measure the outcome)	Notes
Household maintains housing	% of households reporting "Yes"	Self-reported (Yes/No)
Household maintains childcare	% of households reporting "Yes"	Self-reported (Yes/No)
Household can afford adequate food	% of households reporting "Yes"	Self-reported (Yes/No)
Household can afford heat/utilities	% of households reporting "Yes"	Self-reported (Yes/No)
Households avoids eviction	<ul style="list-style-type: none"> • % of households reporting "Yes" • % of households who have received correspondence related to a threat of eviction 	Self-reported
Additional resources identified & secured	<ul style="list-style-type: none"> • % of households receiving other assistance – UI bonus or stimulus? • List of other assistance received • List of all resources accessed, per household, due to program 	
Household reports that assistance has a positive effect	<ul style="list-style-type: none"> • % who experienced a change in employment status during program participation • % able to sustain tenancy after assistance • % who transitioned back to pre-COVID income • % who transitioned back to pre-COVID employment 	Collect anecdotal success story per household, if applicable

Program equitable serves households of color	% of households served that are non-white is greater than or equal to the race demographics of the town	Self-reported based on any household member
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Additional data to be collected:

- # of households served broken down by adults, seniors and children
- Occupation of all household members
- Household's income and percentage of area median income (AMI)
- Trends in AMI
- Race and ethnicity of all household members
- Gender of all household members, including non-binary categories
- Number of households who have applied for Rental Assistance compared to emergency rental assistance
- Average award per household
- Household size
- Average household income as result of COVID & pre-COVID
- Reasons applications not accepted
- Notes regarding emerging trends worth discussing with the working group