

**AGENDA  
BOARD OF SELECTMEN  
MONDAY, JANUARY 11, 2021  
WAQUOIT MEETING ROOM  
MASHPEE TOWN HALL  
16 GREAT NECK ROAD NORTH  
MASHPEE, MA 02649**

**\*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, December 21, 2020 Regular and Executive Sessions

**APPOINTMENTS & HEARINGS**

- Public Comment: **\*Call in Number (508) 539-1400 extension 8585\***
- 6:35 pm - Public Hearing: Liquor License Application for a Change of License Classification New Seabury Resources Management d/b/a New Seabury Athletic Club and Pool 60-80 Cross Road Mashpee MA 02649; Scott Mullen, Manager: *Chris Card* **\*Call in Number (508) 539-1400 extension 8585\***
- 6:40 pm - Public Hearing: Liquor License Application for a Change of License Classification New Seabury Resources Management d/b/a Popponesset Inn 252 Shore Drive Mashpee MA 02649; Scott Mullen, Manager: *Chris Card* **\*Call in Number (508) 539-1400 extension 8585\***
- Discussion and Approval of Seasonal Population Estimate: *Town Planner Evan Lehrer*

**COMMUNICATIONS & CORRESPONDENCE**

**OLD BUSINESS**

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

**NEW BUSINESS**

1. Discussion and Approval to Authorize the Town Manager to Execute Amendment No. 2 to the Medical Marijuana Host Community Agreement; M3 Ventures Inc d/b/a Triple M Mashpee Inc. (Formerly Known as Medical Marijuana of Massachusetts, Inc.)
2. Discussion, Certification and Confirmation of Building Commissioner: David Morris
3. Discussion and Approval of Appointment of the following to the Mashpee Cable and Advanced Technology Committee (MCAT): Christopher R. Nelson II (Term Expires June 30, 2023), R. Micheal Segroves (Term Expires June 30, 2022), Jennifer McLarnon (Term Expires June 30, 2022)

**LIAISON REPORTS**

**TOWN MANAGER UPDATES**

**ADDITIONAL TOPICS**

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

**EXECUTIVE SESSION**

**MASHPEE TOWN CLERK**

**ADJOURNMENT**

**JAN 07 2021**

RECEIVED BY: SM

**AGENDA  
BOARD OF SELECTMEN  
MONDAY, DECEMBER 21, 2020  
WAQUOIT MEETING ROOM  
MASHPEE TOWN HALL  
16 GREAT NECK ROAD NORTH  
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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, December 7, 2020 Regular Session

**APPOINTMENTS & HEARINGS**

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

**CONVENE JOINT MEETING WITH THE AFFORDABLE HOUSING TRUST**

Discussion and Approval of Mashpee Housing Assistance Program II Proposal: *Town Manager Rodney Collins*

**ADJOURNMENT OF THE AFFORDABLE HOUSING TRUST**

**APPOINTMENTS & HEARINGS (CON'T)**

- Status Report by M3 Ventures, d/b/a Triple M: *Lianne Ankner*

**COMMUNICATIONS & CORRESPONDENCE**

**OLD BUSINESS**

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

**NEW BUSINESS**

1. Discussion and Certification of Hiring Process of Police Officers; Nicholas Carpenter, Frederick Bohnenberger: *Police Chief Scott Carline*
2. Discussion and Approval of Re-Appointment to the Barnstable County HOME Consortium Advisory Council, (Term expires: January 31, 2024): *Arden Cadrin*
- \*3. Discussion and Approval of Revision of Board of Selectmen Policy #007: *"Closing of Town Hall During Winter Storms"*

**LIAISON REPORTS**

**TOWN MANAGER UPDATES**

**ADDITIONAL TOPICS**

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

**EXECUTIVE SESSION**

Discussion of Strategy with Respect to Litigation (Conservation Law Foundation Notice of Intent to Initiate Suit). (G.L. c. 30A, §21(a) (3))

**ADJOURNMENT**

Board of Selectmen  
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December 21, 2020

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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 6:30 p.m.  
Mashpee Town Hall, Waquoit Meeting Room

## MINUTES

Monday, December 7, 2020 Regular Session:

**Motion made by Selectman O'Hara to approve the Regular Session minutes of Monday, December 7, 2020 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

## APPOINTMENTS & HEARINGS

Public Comment: None at this time.

## CONVENE JOINT MEETING WITH THE AFFORDABLE HOUSING TRUST

The meeting of the Affordable Housing Trust was Called to Order by Chairman Cotton at 6:33 p.m. In addition to the Select Board members of the Affordable Housing Trust, Finance Committee representative Mike Richardson and Affordable Housing Committee representative Allan Isbitz were present.

Discussion and Approval of Mashpee Housing Assistance Program II Proposal: Town Manager Rodney Collins:

At their December 7, 2020 meeting, the Affordable Housing Trust terminated the Memorandum of Agreement between the Town of Mashpee and the Mashpee Housing Authority (MHA) for the administration of the Housing Assistance Program II.

The Affordable Housing Trust authorized the Town Manager to solicit proposals through an RFP process for the provision of services related to the continued administration of the Mashpee Housing Assistance Program II.

After review and consideration, Town Manager Rodney C. Collins presented an alternative to the Selectmen proposing the administration of this program be conducted internally under the direction of the Mashpee Human Services Department. Gail Wilson, the Human Services Director was present to review the proposal with the Select Board as a sustainable objective within the leadership of the Mashpee Human Services Department.

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## **CONVENE JOINT MEETING WITH THE AFFORDABLE HOUSING TRUST**

### Discussion and Approval of Mashpee Housing Assistance Program II Proposal: Town Manager Rodney Collins: (continued)

It is requested the Trust consider as an alternate, the Human Services Department to implement the Housing Assistance Program with an initial authorization not to exceed \$75,000. A draft proposal of the program grant details the parameters and the implementation of the procedures consistent within the limitations to ensure fair, timely and efficient implementation of this program.

During a time such as this many households are experiencing a loss of income and uncertainties regarding abilities to maintain housing. This program would provide temporary rental and mortgage assistance for individuals and families in the form of a grant to support eligible households.

The internal alternative is a feasible option that would streamline the process and provide respite to those in need.

Gail Wilson, Human Services Director indicated she has held the directorship position with the Town of Mashpee for the past thirteen years. During this time Ms. Wilson has worked closely with the Mashpee Housing Authority and is capable of responding to a variety of human service needs. Although this is a small department, Town Manager Rodney C. Collins indicated office support staff members would be made available to assist with the administration of the program. It is not believed that additional new staffing, licenses or training would be required.

A revised draft of the in-house Housing Assistance Proposal was presented to the Affordable Housing Trust for additional review and comment.

Although it may be preferable to maintain this service in-house AHT member Alan Isbitz indicated he is concerned with the diversity of the program and the experience required for the services and counseling offered. Mr. Isbitz stated the program is complicated and the need for assistance is expanding. There is preference to having the program administered by an experienced entity. In considering requirements, it was noted that one person at the Mashpee Housing Authority previously administered the program under the direction of the executive director.

Town Manager Rodney C. Collins recommended moving forward with the in-house initiative on a trial basis reporting in the future on the pros and cons of the program. If there are difficulties, the original plan could be re-visited.

As discussion continued it was agreed that it is important to provide immediate assistance to those in need. There is value using outside entities such as the Housing Assistance Corporation, but there would be delays in providing assistance if an RFP was considered versus having immediate response with in-house capabilities. Resources are important to bring forth a sophisticated approach to the program.

It was recommended that organizations such as the Housing Assistance Program be commissioned for their expertise, even if the Town sets up the in-house program. It was also recommended that a specific time frame be developed to evaluate the effectiveness of the program.

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## **CONVENE JOINT MEETING WITH THE AFFORDABLE HOUSING TRUST**

Discussion and Approval of Mashpee Housing Assistance Program II Proposal: Town Manager Rodney Collins: (continued)

Mr. Isbitz recommended the proposal be modified to include specific provisions such as monetary limitations and time frames that should be equal to a renter or homeowner. The matter of confidentiality, and performance criteria for evaluation of this program was discussed. It was agreed that specific recommendations would be directed to the Town Manager and the program at this time is a working plan subject to modification.

**Motion made by Selectman Gottlieb to vote to authorize the Human Services Department to implement a Housing Assistance Program as outlined in *Draft II* of the Housing Assistance Proposal with an initial authorization not to exceed \$75,000, and further, the Trust establishes the program grant details and eligibility parameters and authorizes the Human Services Department to refine and modify implementation procedures consistent with the limits of the parameters to assure fair, timely and efficient implementation of the program. And further, it is required the program adhere to the reporting that was expected of the Mashpee Housing Authority to inform the Affordable Housing Trust of the program within the limits of confidentiality.**

**Motion seconded by Mr. Richardson.**

**VOTE: Unanimous. 7-0.**

**Roll Call Vote:**

Selectman Cotton, yes  
Selectman Gottlieb, yes  
Mr. Richardson, yes

Selectman O'Hara, yes  
Selectman Weeden, yes  
Mr. Isbitz, yes

Selectman Sherman, yes  
  
Opposed, none

It was disclosed the Housing Assistance Program is now operating under the limits of Community Preservation Act funding. It was agreed the Human Services Director would notify the Affordable Housing Trust of funding that may be required for Town Meeting appropriation at the May 2021 Town Meeting. Additional monies may also be available from other sources.

## **ADJOURNMENT OF THE AFFORDABLE HOUSING TRUST**

**Motion made by Mr. Richardson to adjourn at 7:05 p.m.**

**Motion seconded by Selectman Gottlieb.**

**VOTE: Unanimous. 7-0.**

**Roll Call Vote:**

Selectman Cotton, yes  
Selectman Gottlieb, yes  
Mr. Isbitz, yes

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

Selectman Sherman, yes  
Mr. Richardson, yes

Respectfully submitted,

Kathleen M. Soares  
AHT Secretary

Board of Selectmen  
Minutes  
December 21, 2020

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Meeting re-convened: 7:06 p.m.

## **APPOINTMENTS & HEARINGS**

### Status Report by M3 Ventures, d/b/a Triple M: Lianne Ankner:

Lianne Ankner, President facilitated discussions regarding the recreational marijuana dispensary; M3 Ventures d/b/a Triple M, Echo Road, Mashpee with the Select Board. The management team consisting of Jonathan Herlihy, Kevin O'Reilly, Elizabeth Nowlan, Mary LeClair and Renee Pannoni were in virtual attendance to discuss the update of the facility. Ms. Ankner indicated that all partners reside in the State of Massachusetts having decades of professional experience in business, operations, and healthcare. Seventy percent of investors are licensed physicians, and approximately twenty-five percent of employees are Mashpee residents.

Ms. Ankner reviewed the phases of construction intended for the adult recreational use facility planned to open on April 1, 2020. Two temporary winged structures adjacent to the existing medical facility will allow for a soft opening until a permanent building is constructed adjacent to the existing medical marijuana facility. The new recreational dispensary is slated to open by the end of the 2021 year with 8,500 sf. of useable space. James Vaccaro was noted to have assisted in the design of the new facility.

Using an 8 month projection it is anticipated sales would cap at \$11.2 million in 2021. The Town of Mashpee under the Host Community Agreement for Adult Use Marijuana sales will receive 3% of the gross revenue or \$336,000. The Town is also expected to receive 3% of the State Sales Tax; \$336,000. The Town of Mashpee will also receive \$25,000 in donation funds for educational and drug preventative and treatment programs.

Ms. Ankner indicated in 2018 legislation amended the statute to allow a Community Impact Fee of up to 3% of gross sales apply to medical marijuana licenses as well as recreational marijuana licenses.

Every calendar year after 2018 the Host Community Donation is adjusted annually by 3%. The resulting amount will serve as the escalator base for the following calendar year. As an example, for calendar year 2020, the Community Donation owed on or before December 31, 2020 will equal \$106,090 (\$103,000 x 3%). It was noted the actuals at the end of December may increase the contribution to \$130,000.

The peak customer visits to the Echo Road site in 2021 are projected at 176,842 visits per year. It was disclosed the traffic study has concluded the intersection of Route 130 and Echo Road may not require signalization and that roadway modifications are not necessary. However, increased traffic is a concern of the Mashpee Select Board and separate left and right turns in this area may be required.

Under the Host Community Agreement, the Town of Mashpee has the discretion with respect to safety. If a traffic light is required by the Town all costs incurred with respect to the installation of signalization shall be paid by Triple M. If it is so determined, traffic mitigation and control measures such as detail officers would be implemented to minimize traffic impacts.

Ms. Ankner indicated Triple M has proposed to employ detail police officers at the commencement of operations and during peak summer hours until it is thus determined the traffic flow is not as intense as expected. Road modifications and other traffic mitigation measures lie within the discretion of the Town Manager and/or the Chief of Police.

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## **APPOINTMENTS & HEARINGS**

### Status Report by M3 Ventures, d/b/a Triple M: Lianne Ankner: (continued)

As the traffic discussion continued it was noted the amount of visitors projected in 2021 is 176,842 and in 2026; 310,697 persons. There was concern with respect to the impacts at the Route 130/Great Neck Road North intersection a congested area with considerable traffic volume. With further review curb cuts may be necessary to allow for the merger onto Route 130. It may also be necessary to widen Route 130 for turnoffs to Echo Road. It was agreed that Triple M would work with the Town to develop the best solutions for traffic control. There was no action regarding roadway modifications at this time.

Discussion followed with respect to the sale of edible items and the packaging thereof. There is concern as to what is being provided to the community is safe for children. Recreational home delivery was also a serious matter of concern. Ms. Ankner responded by stating that unless there is a Town vote to prohibit local delivery this operation cannot be prevented. Since the Town has allowed a recreational marijuana facility, it is assumed Mashpee is open to offering home delivery. As a result of Cannabis Control Commission regulations Triple M does not intend to include a delivery service to their operations. Ms. Ankner indicated she would provide more information to the Board regarding this concern after the meeting.

With regards to the packaging of edibles, the items would be provided for sale in containers with child resistant locks that would automatically secure after opening. The packaging is very plain with opaque material and the edibles are made in geometric shapes. The Cannabis Control Commission prohibits the sale of edibles that resemble candy.

**Motion made by Selectman Gottlieb to grant authorization to the Town Manager to negotiate a suitable amendment to the Host Community Agreement between the Town and M3 Ventures to replace the Town's existing Community Impact Fee by requiring a pro-forma of 3% of gross revenues from Medical Marijuana sales.**

**Motion seconded by Selectman O'Hara.**

**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

## **OLD BUSINESS**

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

It was conveyed the Town of Mashpee has had a total of 253 cases of the COVID-19 virus with 7 cases reported today, and 35 persons in isolation. Town Manager Rodney C. Collins urged citizens to maintain small groups during the upcoming holiday season as data clearly reveals the vast majority of the cases derive from in-home gatherings. It is hopeful the vaccination will be distributed soon.

Board of Selectmen  
Minutes  
December 21, 2020

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## **NEW BUSINESS**

### Discussion and Certification of Hiring Process of Police Officers; Nicholas Carpenter, Frederick Bohnenberger; Police Chief Scott Carline:

Correspondence was received from Police Chief Scott W. Carline dated December 11, 2020 relative to the entry level police officer hiring process certification. The top two candidates Frederick Bohnenberger and Nicholas Carpenter were given conditional offers of employment. Both candidates reside in the Town of Mashpee and are well qualified for the position conditioned upon the certification of the selection process.

Town Manager Rodney C. Collins recommended approval confirming that all phases of the entry level process have been completed and are consistent with all policies and procedures established by the Town of Mashpee and its police department. The Town of Mashpee does its level best to recruit locals including Native Americans and it is gratifying that both individuals reside within the Town of Mashpee.

**Motion made by Selectman Gottlieb to certify the Hiring Process of Police Officers Nicholas Carpenter and Frederick Bohnenberger as full-time police officers.**

**Motion seconded by Selectman O'Hara.**

**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

### Discussion and Approval of Re-Appointment to the Barnstable County HOME Consortium Advisory Council. (Term expires: January 31, 2024): Arden Cadrin:

The three-year term of the Town of Mashpee's representative to the Barnstable County HOME Consortium's Advisory Council, currently Arden Cadrin is due to expire on January 31, 2021. Ms. Cadrin has expressed an interest in continuing to serve as Mashpee's representative.

**Motion made by Selectman Gottlieb to appoint Arden Cadrin as Mashpee's representative to the Barnstable County HOME Consortium Advisory Council for a term to expire; January 31, 2024.**

**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  
December 21, 2020

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## **NEW BUSINESS**

### Discussion and Approval of Revision of Board of Selectmen Policy #007: “Closing of Town Hall During Winter Storms”:

To update protocols necessary when Town facilities close during winter storms, Policy 007 was revised to ensure equity and fairness. Town Manager Rodney C. Collins recommended approval of the revisions to the March 14, 2011 document.

**Motion made by Selectman Gottlieb to adopt amended Policy No. 007 Closing of Town Facilities During Winter Storms as recommended.**

**Motion seconded by Selectman O’Hara.**

**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**

## **LIAISON REPORTS**

County Dredge: Increases being proposed for the Barnstable County Dredge are currently under review by the Assembly of Delegates.

## **TOWN MANAGER UPDATES**

Wastewater Project: Field investigations associated to Phase I of the Wastewater Treatment Facility and Collection System design are underway. Field design includes survey and soil borings within the road right-of-way. Survey work has started and soil borings will involve test holes approximately 6” in diameter at various locations within the road or the adjacent road shoulder. Work is scheduled to begin at the end of December and continue through March. GHD, Inc. the project engineers will be on site with the drilling contractor Desmond Well Drilling. Additional information on the Wastewater Plan may be found on the Town’s website on the Sewer Commission webpage or by contacting the Department of Public Works.

Transfer Station Hours: The Transfer Station will be closed on December 24, 25 and 31<sup>st</sup>. And on January 1, 2021.

Police – Body Cameras: The Police Department has implemented the body camera initiative a one-year pilot program.

Town Hall Closure: Town Hall will be closed tomorrow for the annual organizational day. Town Hall will also be closed on December 24 and 25, 2020.

Human Services: Gail Wilson, Human Services Director is available for outreach to assist those in need. Additional support for the elderly is provided by the Council on Aging. Volunteer assistance will also be provided for those in isolation. Arrangements should be made through Human Services.

Boys & Girls Club: The Polar Express motorcade was a huge success. Appreciation was given to those who contributed to this event. Of note was Jim Kiley, Rodney Collins, Joe Callahan, the staff members at the Boys & Girls Club, the Cotton family and residents and businesses who made this possible for the holiday viewing as well as the surprise visit from Santa. It is hopeful this would become an annual event.

Board of Selectmen  
Minutes  
December 21, 2020

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## EXECUTIVE SESSION

Discussion of Strategy with Respect to Litigation (Conservation Law Foundation Notice of Intent to Initiate Suit) (G.L. c. 30A, §21(a)(3)):

**Motion made by Selectman Gottlieb to move that the Board go into Executive Session at 7:57 p.m. pursuant to G.L. c. 30A, §21 (a)(3) to discuss strategy with respect to litigation, specifically, the September 16, 2020 Notice of Intent To File Suit issued by the Conservation Law Foundation, where an open meeting may have a detrimental effect on the litigating position of the Town.**

**The Board of Selectmen *will not* reconvene in Open Session.**

**Whereby the Chairman so declares that an open meeting on these issues may have a detrimental effect on the litigating and negotiating position of the Town.**

**Motion seconded by Selectman O'Hara.**

**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**

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## ADJOURNMENT

**Motion made by Selectman Gottlieb to adjourn at 8:07 p.m.**

**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**

Respectfully submitted,

Kathleen M. Soares  
Secretary to the Board of Selectmen

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

Pursuant to Chapter 138 of Massachusetts General Laws, the Board of Selectmen, acting as the Local Licensing Authority for the Town of Mashpee, will conduct a public hearing on the Liquor License Amendment Application of New Seabury Resources Management, Inc. dba New Seabury Athletic Club and Pool, 60-80 Cross Road, Mashpee, MA, Scott Mullen, Manager, for a Change of License Classification from Annual to Seasonal. Said hearing will be held on Monday, January 11, 2021 at 6:35 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\***

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You can submit comments and questions via email to [bos@mashpeema.gov](mailto: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**

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 New Seabury Resources Management, Inc. dba New Seabury Athletic Club and Pool, 60-80 Cross Road, Mashpee, MA, Scott Mullen, Manager, for a Change of License Classification from Annual to Seasonal. Said hearing will be held on Monday, January 11, 2021 at 6:35 p.m., in the Waquoit Meeting Room of Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA 02649.

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You can submit comments and questions via email to [bos@mashpeema.gov](mailto: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

December 31, 2020



# TOWN OF MASHPEE

## OFFICE OF SELECTMEN

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

### MEMORANDUM

DATE: December 29, 2020

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

FROM: Stephanie A. Coleman, Administrative Secretary

RE: Alcoholic Beverages License Amendment Application – New Seabury Athletic Club and Pool

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#### Description

Discussion and approval of the License Amendment Application of New Seabury Resources Management, Inc. dba New Seabury Athletic Club and Pool, located at 60-80 Cross Road, Mashpee MA 02649, for a Change of License Classification.

#### Background

Attached for your review is the Liquor License Amendment Application of New Seabury Resources Management, Inc. dba New Seabury Athletic Club and Pool. The applicant is requesting to change the classification of the licensed premises from Annual All Alcohol to Seasonal All Alcohol.

The licensing period for the establishment would be valid from April 1<sup>st</sup> to January 15<sup>th</sup>. Furthermore if the ABCC approves the amendment the licensee would have to cease the service of alcoholic beverages on the licensed premises until April 1, 2021.



*The Commonwealth of Massachusetts*  
**Alcoholic Beverages Control Commission**  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

2020 DEC 17 AM 9:05

**APPLICATION FOR AMENDMENT-Change of License Classification**

☐ **Change of Category**

(e.g. All Alcohol, Wines and Malt)

- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Category Application
- Vote of the Entity
- Abutter's Notification\*
- Advertisement\*
- Payment Receipt

☒ **Change of Class**

(e.g. Seasonal /Annual)

- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Classification Application
- Vote of the Entity
- Abutter's Notification\*
- Advertisement\*
- Payment Receipt

☐ **Change of License Type**

(§12 ONLY, e.g. general on premises, tavern, inn, restaurant)

- Change of License Type Application
- Vote of the Entity
- Advertisement\*
- Payment Receipt

*\*If abutter notification and advertisement are required for transaction, please see the local licensing authority.*

**1. BUSINESS ENTITY INFORMATION**

Entity Name

NEW SEABURY RESOURCES MANAGEMENT, INC.

Municipality

MASHPEE

ABCC License Number

03325-RS-0670

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

**APPLICATION CONTACT**

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

Name	Title	Email	Phone
ALYSON ANKETELL	ADMINISTRATOR	AANKETELL@NEWSEABURY.COM	

**2. LICENSE CLASSIFICATION INFORMATION**

**2a. Change of License Category**

All Alcohol, Wine and Malt,  
Wine Malt and Cordials

Last-Approved License Category

Requested New License Category

**2b. Change of License Class**

Seasonal or Annual

Last-Approved License Class

Requested New License Class

**2c. Change of License Type\***

E.g. Restaurant to Club

\*Certain License Types

CANNOT change once issued\*

Last-Approved License Type

Requested New License Type

Annual	
Seasonal	

## APPLICANT'S STATEMENT

I, CHRISTOPHER D. CARD the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager  
Authorized Signatory

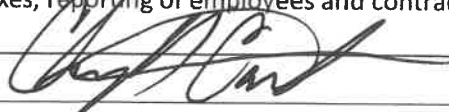
of NEW SEABURY RESOURCES MANAGEMENT  
Name of the Entity/Corporation

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

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

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

Signature:



Date: 10/23/20

Title:

PRESIDENT/DIRECTOR

## CORPORATE VOTE

The Board of Directors or LLC Managers of

NEW RESOURCES MANAGEMENT, INC.

Entity Name

duly voted to apply to the Licensing Authority of

MASHPEE, MA

and the

City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

10/23/20

Date of Meeting

For the following transactions (Check all that apply):

☒ Change of Class (i.e. Annual / Seasonal)

☐ Change of License Type (i.e. club / restaurant)

☐ Change of Category (i.e. All Alcohol/Wine, Malt)

☐ Other

"VOTED: To authorize

CHRISTOPHER D. CARD

Name of Person

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

A true copy attest,



Corporate Officer / LLC Manager Signature

Christopher D. Card

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)



*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

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

**APPLICATION FOR AMENDMENT-Change of License Classification**

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

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE

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

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

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

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

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**





THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker  
GOVERNOR

Karyn E. Polito  
LT. GOVERNOR



276596735

Rosalin Acosta  
SECRETARY

Richard A. Jeffers  
DIRECTOR

NEW SEABURY RESOURCES MANAGEMENT INC  
22 Seaneast Dr  
Mashpee, MA 02649-4628

EAN: 83019190  
October 23, 2020

Certificate Id:42129

The Department of Unemployment Assistance certifies that as of 10/23/2020, NEW SEABURY RESOURCES MANAGEMENT INC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149, §189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance



Commonwealth of Massachusetts  
Department of Revenue  
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0409534016  
Notice Date: October 23, 2020  
Case ID: 0-000-941-784



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



NEW SEABURY RESOURCES MANAGEMENT  
29 RED BROOK RD  
MASHPEE MA 02649-3757

### ***Why did I receive this notice?***

The Commissioner of Revenue certifies that, as of the date of this certificate, NEW SEABURY RESOURCES MANAGEMENT INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

**This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.**

### ***What if I have questions?***

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

### ***Visit us online!***

Visit [mass.gov/dor](http://mass.gov/dor) to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief  
Collections Bureau

## 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.



Transaction Processed Successfully

INVOICE # 253a7317-af06-4287-b50b-85a142a01189

FILING FEES-RETAIL	03325-RS-0670	\$200.00
		<b>\$200.00</b>

Total Convenience Fee: \$4.70

Total Amount Paid: \$204.70

Date Paid: 11/11/2020 10:43:37 AM EDT

#### Payment On Behalf Of

**License Number or Business Name:**  
03325-RS-0670

**Fee Type:**  
FILING FEES-RETAIL

#### Billing Information

**First Name:**  
CHRISTOPHER

**Last Name:**  
CARD

**Address:**

**City:**  
JUPITER

**State:**  
FL

**Zip Code:**  
33458

**Email Address:**

**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 New Seabury Resources Management, Inc. dba Popponesset Inn, 252 Shore Drive, Mashpee, MA, Scott Mullen, Manager, for a Change of License Classification from Annual to Seasonal. Said hearing will be held on Monday, January 11, 2021 at 6:40 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.mashpeeema.gov/channel-18>**

You can submit comments and questions via email to [bos@mashpeeema.gov](mailto: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  
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

December 31, 2020



# TOWN OF MASHPEE


## OFFICE OF SELECTMEN

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

### MEMORANDUM

DATE: December 29, 2020

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

FROM: Stephanie A. Coleman, Administrative Secretary 

RE: Alcoholic Beverages License Amendment Application – Popponesset Inn

---

#### Description

Discussion and approval of the License Amendment Application of New Seabury Resources Management, Inc. dba Popponesset Inn, located at 252 Shore Drive, Mashpee MA 02649, for a Change of License Classification.

#### Background

Attached for your review is the Liquor License Amendment Application of New Seabury Resources Management, Inc. dba Popponesset Inn. The applicant is requesting to change the classification of the licensed premises from Annual All Alcohol to Seasonal All Alcohol.

The licensing period for the establishment would be valid from April 1<sup>st</sup> to January 15<sup>th</sup>. Furthermore if the ABCC approves the amendment the licensee would have to cease the service of alcoholic beverages on the licensed premises until April 1, 2021.



*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

2020 DEC 17 AM 9:05

**APPLICATION FOR AMENDMENT-Change of License Classification**

☐ **Change of Category**

(e.g. All Alcohol, Wines and Malt)

- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Category Application
- Vote of the Entity
- Abutter's Notification\*
- Advertisement\*
- Payment Receipt

☒ **Change of Class**

(e.g. Seasonal /Annual)

- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Classification Application
- Vote of the Entity
- Abutter's Notification\*
- Advertisement\*
- Payment Receipt

☐ **Change of License Type**

(\$12 ONLY, e.g. general on premises, tavern, inn, restaurant)

- Change of License Type Application
- Vote of the Entity
- Advertisement\*
- Payment Receipt

*\*If abutter notification and advertisement are required for transaction, please see the local licensing authority.*

**1. BUSINESS ENTITY INFORMATION**

Entity Name

NEW SEABURY RESOURCES MANAGEMENT, INC.

Municipality

MASHPEE

ABCC License Number

00051-HT-0670

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

**APPLICATION CONTACT**

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

Name	Title	Email	Phone
ALYSON ANKETELL	ADMINISTRATOR	AANKETELL@NEWSEABURY.COM	

**2. LICENSE CLASSIFICATION INFORMATION**

**2a. Change of License Category**

All Alcohol, Wine and Malt,  
Wine Malt and Cordials

Last-Approved License Category

Requested New License Category

**2b. Change of License Class**

Seasonal or Annual

Last-Approved License Class

Requested New License Class

**2c. Change of License Type\***

E.g. Restaurant to Club  
\*Certain License Types  
CANNOT change once issued\*

Last-Approved License Type

Requested New License Type

	▼
	▼
Annual	▼
Seasonal	▼
	▼
	▼

## APPLICANT'S STATEMENT

I, **CHRISTOPHER D. CARD** the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager  
Authorized Signatory

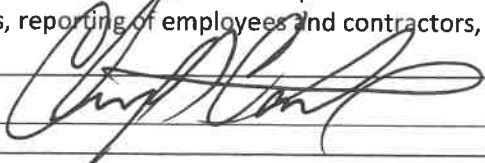
of **NEW SEABURY RESOURCES MANAGEMENT**  
Name of the Entity/Corporation

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;
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- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:



Date: 10/23/20

Title:

PRESIDENT/DIRECTOR

## CORPORATE VOTE

The Board of Directors or LLC Managers of

NEW RESOURCES MANAGEMENT, INC.

Entity Name

duly voted to apply to the Licensing Authority of

MASHPEE, MA

and the

City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

10/23/20

Date of Meeting

For the following transactions (Check all that apply):

☒ Change of Class (i.e. Annual / Seasonal)

☐ Change of License Type (i.e. club / restaurant)

☐ Change of Category (i.e. All Alcohol/Wine, Malt)

☐ Other

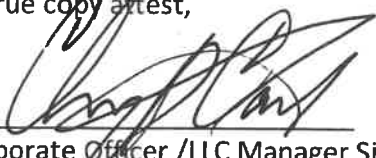
"VOTED: To authorize

CHRISTOPHER D. CARD

Name of Person

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

A true copy attest,

  
Corporate Officer / LLC Manager Signature

Christopher D. Card  
(Print Name)

For Corporations ONLY

A true copy attest,

\_\_\_\_\_  
Corporation Clerk's Signature

\_\_\_\_\_  
(Print Name)





*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

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

**APPLICATION FOR AMENDMENT-Change of License Classification**

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)

00051-HT-0670

ENTITY/ LICENSEE NAME

NEW SEABURY RESOURCES MANAGEMENT, INC.

ADDRESS

22 SEANEST DRIVE

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

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**



THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker  
GOVERNOR

Karyn E. Polito  
LT. GOVERNOR



276596735

Rosalin Acosta  
SECRETARY

Richard A. Jeffers  
DIRECTOR

NEW SEABURY RESOURCES MANAGEMENT INC  
22 Seanest Dr  
Mashpee, MA 02649-4628

EAN: 83019190  
October 23, 2020

Certificate Id:42129

The Department of Unemployment Assistance certifies that as of 10/23/2020 ,NEW SEABURY RESOURCES MANAGEMENT INC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance



Commonwealth of Massachusetts  
Department of Revenue  
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0409534016  
Notice Date: October 23, 2020  
Case ID: 0-000-941-784



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



NEW SEABURY RESOURCES MANAGEMENT  
20 RED BROOK RD  
MASHPEE MA 02649-3757

### ***Why did I receive this notice?***

The Commissioner of Revenue certifies that, as of the date of this certificate, NEW SEABURY RESOURCES MANAGEMENT INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

**This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.**

### ***What if I have questions?***

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

### ***Visit us online!***

Visit [mass.gov/dor](http://mass.gov/dor) to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief  
Collections Bureau

## 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.



Transaction Processed Successfully

INVOICE #: In3dc531-In3r-471e-d3d7-eebed31-02

FILING FEES-RETAIL	00051-HT-0670	\$200.00
		<b>\$200.00</b>

Total Convenience Fee: \$4.70

Date Paid: 11/11/2020 10:54:04 AM EDT

Total Amount Paid: \$204.70

#### Payment On Behalf Of

**License Number or Business Name:**  
00051-HT-0670

**Fee Type:**  
FILING FEES-RETAIL

#### Billing Information

**First Name:**  
CHRISTOPHER

**Last Name:**  
CARD

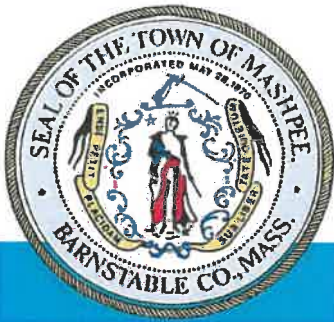
**Address:**

**City:**  
JUPITER

**State:**  
FL

**Zip Code:**  
33458

**Email Address:**



# 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, *Chair*  
*The Honorable Members of the Board of Selectmen*  
From: Evan R. Lehrer, *Town Planner*  
Date: January 4, 2020  
Re: 2021 Summer Population Estimates

#### **Executive Summary**

I have calculated that there will be an estimated population of 36,198 persons in Mashpee at the peak of the summer season.

Calendar year 2020 was generally consistent with prior year development patterns. There have been no subdivisions or significant residential development after the last building permits in Southport were issued. There was an expected increase in single-family residences by 67, attributed generally to the build-out of New Seabury's 'Cottages' (now in its fourth phase of development). Additionally, the Town's update to the accessory apartment bylaw has been modestly productive creating four (4) units in 2020. Four duplexes (creating 8 units) at Willow-bend were permitted this year. In total, Mashpee added 79 housing units to its stock in calendar year 2020.

Data sources are indicated in the sections below and come from Town Departments: Building, Zoning Board of Appeals, Assessors, Health, the Town Clerk, and Mashpee Housing Authority. Additional data was gathered from motel/inn property owners, the Mashpee Commons team, and staff at the local nursing/assisted living facilities Royal of Cotuit, Laurentide, and Bridges by Epoch.

### 2020 Housing Units

Unit Type	Total Units
Single-Family	7,130 (+67)
Two-Family	130 (+8)
Three-Family	6
Condominium	2,790
Multiple Houses on Single Lots	170
Apartments	286
Mobile Homes (permitted)	159
Accessory Apartments	64 (+4)
Single Room Units	60
<b>TOTAL</b>	<b>10,795 (+79)</b>

Data Source: Town of Mashpee Building Department, Assessors Department, Health Department, Zoning Board of Appeals, and Mashpee Commons records.

The total number of dwelling units in Mashpee increased by seventy-nine (79) units in calendar year 2020. This increase results from 67 building permits being issued for single-family dwellings and building permits for 8 units in 4 two family townhouses. There were 9 demolition permits issued but are tied to properties who received a special permit to raze and replace from the Board of Appeals. The 9 demolition permits cancel out 9 of the building permits issued for single family dwellings. Additionally, four (4) building permits were issued for new accessory apartments.

### Year Round Population

For the purposes of this calculation, Single-room units and accessory apartments will be qualified separately for other housing types. Removing these dwelling types from the total number of units in Mashpee, results in 10,671 private housing units with 2.29 persons per unit according to the 2010 Census. The American Community Survey 5-year estimates 2013-2017 shows that 62.6% of dwelling units in Mashpee are occupied year round.

**10,671 \* .626 (occupancy rate) = an estimated 6,680 year-round occupied private homes in Mashpee.**

**6,680 year-round occupied homes \* 2.29 persons per unit = 15,297 (excluding accessory apartments/single room units)**

Individuals in accessory apartments and single room units must also be accounted for at 1.2 residents unit.

**124\*1.2 persons per unit = 149 residents in single room units/accessory apartments**

**15,297+149=15,446**

There was an increase of 112 persons in Mashpee's estimated year round population from 15,334 to 15,446

### Summer Housing Units

97.1% of total private housing units are occupied in the summer season. This total takes into consideration the occupancy rate of 62.6% plus 34.5% of housing units that the 2010 US Census indicated as "seasonal, recreational or occasional use." Using this methodology the difference of 3.7% of total housing units may account for homes on the market, vacancies, etc. If housing units in Mashpee are 97.1% occupied in the summer season, then there are 10,405 of 10,716 units occupied in the summer.

Total Occupied Units (Summer)	10,482 units
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**10,482 Summer Occupied Units - 6,633 (Units Occupied Year Round) = 3849 Occupied Seasonal Units**

### Summer Population

Visitors to year-round homes (rate of 0.43)*	2,872 (+20)
Occupants per summer occupied homes (rate of 4.4)**	16,936 (+344)
Accessory apts/MHA/single rooms/nursing/Riverbend	562
Motel Room/Inns/Resorts (rate of 2 per room)	250
Campsites (33 sites with 4 person capacity)	132
<b>SEASONAL POPULATION</b>	<b>20,752</b>
<b>TOTAL PEAK POPULATION (YEAR ROUND + SEASONAL)</b>	<b>36,198</b>

\*Rate comes from studies conducted in 1982 for CCPEDC and cited by P. Herr in the 1985 report "Options for Cape Cod's future."

\*\*Rate from the 2008 Survey of Cape Cod Second-Home Owners conducted by UMass Donahue Institute report for the Cape Cod Commission



# TOWN OF MASHPEE

## OFFICE OF SELECTMEN

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

### MEMORANDUM

Date: January 7, 2021

TO: Chair John Cotton and the Honorable Members of the Board of Selectmen

FROM: Administrative Assistant Terrie Cook

RE: Amendment No. 2 – Medical Marijuana Host Community Agreement with M3 Ventures, Inc.  
d/b/a Triple M Mashpee (formerly known as Medical Marijuana of Massachusetts, Inc.)

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At the Board of Selectmen meeting on December 21, 2020, the Board requested that the Triple M of Mashpee Medical Marijuana Host Community Agreement be amended with regard to Article 1 "Host Community Annual Payment" where the annual payment due to the Town of Mashpee would be in an amount equal to three percent (3%) of gross revenue received by Triple M from all marijuana product sales at the Mashpee facility.

The attached document entitled "Amendment No. 2 to Community Host Agreement" was drafted by Town Counsel to implement the change to the Host Community Annual Payment. The original Article 1 from the Host Community Agreement approved by the Board on August 24, 2015 would be deleted in its entirety and Article 1 "Host Community Annual Payment" within Amendment No. 2 (attached) would be substituted in its place.

In Triple M's presentation to the Board on December 21, 2020 the estimated 2021 annual payment would be \$150,000 if based on 3% of gross sales, if the agreement is not amended, the payment will be \$109,272.70 (2020 annual payment of \$106,090 plus 3%).

The Town Manager requests authorization to execute a modified host agreement utilizing the three percent (3%) of gross sales formula.



## AMENDMENT NO. 2 TO COMMUNITY HOST AGREEMENT

THE MASHPEE HOST COMMUNITY AGREEMENT ("Agreement") dated August 26, 2015 by and between Medical Marijuana of Massachusetts, Inc. (now known as M3 Ventures, Inc. d/b/a Triple M Mashpee), a Massachusetts non-profit corporation ("MMM") and the Town of Mashpee, Massachusetts ("Mashpee" or the "Town"), a municipality in the Commonwealth is hereby further amended as follows.

Article 1 (Host Community Donations) of the Agreement is hereby deleted in its entirety and the following Article is substituted therefor:

### 1. Host Community Annual Payment.

It is anticipated that MMM's continued operation of the Dispensary will cause Mashpee to incur additional expenses and impacts upon its road system, law enforcement services, inspectional services, permitting services, administrative services and public health services, in addition to other potential unforeseen impacts upon the Town. In consideration thereof and in order to mitigate any direct and indirect financial impacts upon the Town from Dispensary operations, commencing with calendar year 2021 and for each year thereafter during which this Agreement remains in effect, MMM agrees to make Annual Payments to the Town in an amount equal to three percent (3%) of gross revenue received by MMM from all marijuana product sales at the Dispensary (the "Annual Payments"). MMM shall make said Annual Payments to the Town in quarterly installments on the 1<sup>st</sup> day of January, April, July, and October, beginning on April 1, 2021, based on marijuana product sales conducted at the Dispensary during the preceding three-month period.

MMM shall maintain its books, financial records and any other data related to its finances and Dispensary operations in accordance with standard accounting practices and any applicable regulations and guidelines promulgated by the Cannabis Control Commission. MMM shall submit an annual financial statement to the Town on or before May 1 of each year, which shall include certification of gross marijuana product sales and revenues for the previous calendar year and shall provide such other information and corroborating documentation as may be requested by the Town to ascertain compliance with the terms of this Agreement. Said information and documentation shall be treated by the Town as confidential proprietary information of MMM to the fullest extent allowed by law."

This Amendment shall be effective for calendar year 2021, commencing on January 1, 2021.

Except as expressly set forth in this Amendment, all other terms and provisions of the Agreement, as previously amended, shall remain in full force and effect.

Town of Mashpee

M3 Ventures, Inc.

\_\_\_\_\_  
Rodney C. Collins  
Town Manager  
January \_\_\_\_\_, 2021

\_\_\_\_\_  
Jonathan Herlihy  
President  
January \_\_\_\_\_, 2021

# Triple M's Host Community Agreement Recreational & Medical

## 1) Recreational:

- a) First Year
  - i. 3% of Gross Revenue
  - ii. \$200,000 Advance Payment at Commencement of Sales
  - iii. End of 12 Months balance of 3% less the \$200,000 advance
- b) Second, Third, Fourth and Fifth Years
  - i. 3% of Gross Revenue
- c) Local Option
  - i. 3% of Gross Sales
- d) Education and Prevention Programs
  - i. \$25,000 annual donation

## 2) Medical: Estimated 2021 3% of Gross Sales = \$150,000

- a) 2020 = \$106,090
- b) 2019 = \$103,000
- c) 2018 = \$100,000
- d) 2017 = \$ 40,000
- e) 2016 = \$ 20,000

## AMENDMENT NO. 1 TO THE HOST COMMUNITY AGREEMENT

THE MASHPEE HOST COMMUNITY AGREEMENT (the "Agreement") dated August 26, 2015 by and between Medical Marijuana of Massachusetts, Inc. (now known as M3 Ventures, Inc. d/b/a Triple M Mashpee), a Massachusetts non-profit corporation ("MMM") and the Town of Mashpee, Massachusetts ("Mashpee"), a municipality in the Commonwealth is hereby amended as follows.

Appendix A to Mashpee Community Host Agreement shall be amended to include the following new paragraph 3:

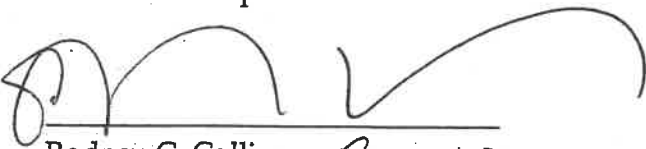
"3. Pursuant to the Special Permit authorizing Triple M to operate a registered marijuana dispensary for medical marijuana sales, Triple M shall ensure that a traffic light is installed at the intersection of Echo Road and Route 130. Said installation shall be completed no later than May 31, 2020. Triple M shall either contract directly with such vendor(s) as may be required to design, permit and install such traffic light, at its sole expense, or it shall reimburse Mashpee for all costs it incurs in connection with the procurement of outside services or use of Town staff necessary to design, permit and install such traffic light. In either event, Triple M shall be solely responsible for all costs and expenses necessary for the installation of said traffic light.

If, prior to the Company's installation of said traffic light at the intersection of Echo Road and Route 130, the Town Manager and/or the Police Chief determine that operation of the Establishment has caused or is substantially contributing to unsafe or inconvenient vehicular or pedestrian traffic conditions in the vicinity of the Establishment, the Town Manager or Police Chief may request, and the Company shall implement, at its sole cost such traffic mitigation or control measures, including, but not limited to, use of detail officers, implementation of pre-scheduled customer appointments, or such other reasonable measures as may be required to minimize such traffic impacts."


Except as expressly set forth in this Amendment, all other provisions of the Agreement shall remain in full force and effect in accordance with its original terms.

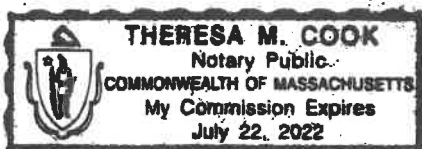
Town of Mashpee

M3 Ventures, Inc.

  
Rodney C. Collins  
Town Manager  
April 10<sup>th</sup>, 2019

*Reviewed By BOS  
4/8/2019*

  
Jonathan Herlihy  
President  
April 10<sup>th</sup>, 2019



*Theresa M. Cook  
July 22, 2022*

**MASHPEE HOST COMMUNITY**  
**AGREEMENT**

THIS MASHPEE HOST COMMUNITY AGREEMENT (the "**Agreement**") is made as of August ~~26~~<sup>25</sup> 2015 (the "**Execution Date**") by and between Medical Marijuana of Massachusetts, Inc., a Massachusetts non-profit corporation ("**MMM**") and the Town of Mashpee, Massachusetts ("**Mashpee**"), a municipality in the Commonwealth.

**RECITALS**

- A. MMM has been incorporated under Chapter 180 of the Massachusetts General Laws to provide marijuana for medical use to patients of MMM; and
- B. MMM desires to establish and operate a marijuana for medical use retail dispensary in Mashpee (the "**Dispensary**") in compliance with all laws of the Commonwealth and Town of Mashpee and the terms outlined in Appendix A; and
- C. The Massachusetts Department of Public Health ("**DPH**") has informed MMM that it is being reviewed as a provisional licensee to operate a Registered Marijuana Dispensary ("**RMD**"), and when MMM receives its final Certificate of Registration to operate an RMD from DPH, MMM will have the authority to operate its Dispensary; and
- D. MMM desires to support community initiatives and interests in Mashpee to express its appreciation for the community support it has received to operate an RMD in Mashpee.

ACCORDINGLY, the parties for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Host Community Donations. Based on MMM receiving a final Certificate of Registration to operate an RMD in Mashpee, during the Term of this Agreement (as defined in Section 5), MMM shall make the following Host Community Donations to Mashpee as follows:

- (a) Calendar Year 2016: On or before December 31, 2016, MMM shall donate to Mashpee Twenty Thousand Dollars (\$20,000).
- (b) Calendar Year 2017: On or before December 31, 2017, MMM shall donate to Mashpee Forty Thousand Dollars (\$40,000).
- (c) Calendar Year 2018: On or before December 31, 2018, MMM shall donate to Mashpee One Hundred Thousand Dollars (\$100,000) ("**Escalator Base**").
- (d) Every Calendar Year After 2018: On or before December 31 of each calendar year after 2018, the Host Community Donation will be adjusted annually by the product obtained by multiplying the Escalator Base by three percent (3%), which resulting amount will serve as the Escalator Base for the following calendar year. By way of

example, for calendar year 2019, the Host Community Donation owed on or before December 31, 2018 will equal One Hundred Three Thousand Dollars (\$103,000) (\$100,000 x 3%). For calendar year 2020, the Host Community Donation owed on or before December 31, 2020 will equal One Thousand Three Hundred Ninety Dollars (\$1,390) (\$103,000 x 3%).

The Host Community Donations shall be made payable to Mashpee as directed by the Town Manager.

2. Charitable Foundation Donations. MMM intends to create and fund a charitable foundation ("**Foundation**"), the purpose of which will be to support (a) research pertaining to the medical efficacy of medical marijuana, and (b) local community initiatives for Plymouth, Mashpee and a municipality to support a third RMD location to be determined ("**Third RMD Location**"). MMM will donate funds to the Foundation in such amounts as it determines from time to time. The Foundation's Board of Directors shall have the sole power and authority to determine how to allocate the disbursement of the Foundation's funds among research initiatives and community initiatives that the Board of Directors selects. The Foundation's Board of Directors will be comprised of 7 individuals: the Town Manager of Plymouth (or her designee), the Town Manager of Mashpee (or his designee), the Chief Executive (or designee) of the town or city of the Third RMD Location, the Director of Community Outreach: Plymouth, the Director of Community Outreach: Mashpee, the Director of Community Outreach: Third RMD Location, and an individual appointed by MMM. Actions of the Board of Directors will require a vote of the majority of all of the Board of Directors.
3. Real Estate Taxes. At all times during the Term of this Agreement, real estate taxes for the property at which the Dispensary is operated will be paid either directly by MMM or by its landlord and MMM will not seek a non-profit exemption from paying such taxes.
4. Re-Opener. In the event that either (1) the Mashpee Town Manager discovers that another municipality in the Commonwealth of Massachusetts ("**Other Municipality**") has entered into a host community agreement with an RMD that contains financial terms that are superior to what MMM agrees to provide Mashpee pursuant to this Agreement (taking into consideration an RMD that generates a similar amount of patient sales as the Dispensary), or (2) the sale of marijuana becomes legalized in the Commonwealth of Massachusetts for recreational sale and use and Mashpee's zoning laws permit MMM to sell marijuana for recreational use at its Mashpee Dispensary location and MMM obtains a special permit, if so required by Mashpee's then current zoning laws, to sell marijuana for recreational use, then the parties will reopen and negotiate an amendment to this Agreement.
5. Term and Termination.
  - (a) The term of this Agreement shall commence on the date DPH issues a final Certificate of Registration to MMM to operate an RMD in Mashpee and shall remain in effect until DPH revokes MMM's Certificate of Registration to operate an RMD in Mashpee, unless sooner terminated pursuant to Section 5(b) or 5(c).
  - (b) This Agreement shall terminate immediately in the event that Mashpee obtains

approval to charge a local excise tax on revenue relating to the sale of marijuana for medical use or marijuana.

- (c) MMM may terminate this Agreement immediately upon the occurrence of any of the following events with regard to MMM: (i) the making of a general assignment for the benefit of creditors; (ii) the filing of a voluntary petition or the commencement of any proceeding by either party for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, composition or extension; or (iii) the filing of any involuntary petition or the commencement of any proceeding by or against either party for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, composition or extension, which such petition or proceeding is not dismissed within ninety (90) days of the date on which it is filed or commenced.

6. Notices. Any notices to be given hereunder by either party to the other shall be deemed to be received by the intended recipient (a) when delivered personally, (b) the day following delivery to a nationally recognized overnight courier service with proof of delivery, or (c) three (3) days after mailing by certified mail, postage prepaid with return receipt requested. Notice to MMM shall be delivered to the following address: Medical Marijuana of Massachusetts, Inc., Attn: President, 9 Collins Avenue, PO Box 1650, Plymouth, MA 02362. Notice to Mashpee shall be delivered to the following address: Rodney Collins, Mashpee Town Manager, Mashpee Town Hall, 16 Great Neck Road North, MA 02649.

7. Entire Agreement. This Agreement (including Appendix A) supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter of this Agreement. This Agreement (including Appendix A) may not be changed verbally, and may only be amended by an agreement in writing signed by both parties.

8. No Rights in Third Parties. This Agreement is not intended to, nor shall it be construed to, create any rights in any third parties.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

10. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect, unless to do so would result in either party not receiving the benefit of its bargain.

11. Interpretation of Syntax. All references made and pronouns used herein shall be construed in the singular or plural, and in such gender, as the sense and circumstances require.

12. Successors. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective heirs, executors, administrators and assigns.

13. Non-Assignment. Neither party may assign this Agreement without the prior written consent of the other party.

14. Counterparts; Signatures. This Agreement may be signed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement. The parties hereto and all third parties may rely upon machine copies of signatures to this Agreement to the same extent as manually signed original signatures.

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF the parties hereto have caused this Mashpee Host Community Agreement to be duly executed as of the Execution Date set forth above.

TOWN OF MASHPEE

MEDICAL MARIJUANA OF  
MASSACHUSETTS, INC.

By: 

Name: Rodney Collins  
Its: Town Manager

8/26/15

By: 

Name: Jonathan Herlihy  
Its: President

AS AUTHORIZED BY  
VOTE OF BOARD OF  
SUPERVISORS ON 8/24/2015



## Appendix A to Mashpee Community Host Agreement

In addition to all legal requirements imposed on MMM by the Commonwealth and Mashpee for MMM to sell marijuana for medical use in Mashpee and the terms and conditions contained in the Agreement, MMM agrees to the following:

1. MMM's current operating procedure provides that MMM will not store any marijuana or marijuana infused product overnight at the Mashpee RMD. Instead, each night, any remaining marijuana and/or marijuana infused product not sold will be delivered back to MMM's cultivation facility in the Town of Plymouth ("**Cultivation Facility**"), and each morning MMM will restock the Mashpee RMD with a delivery of marijuana and marijuana infused product from the Cultivation Facility. In the event that MMM decides in the future that it would prefer to store the marijuana and/or marijuana infused product on-site at the Mashpee RMD, it will notify Mashpee's Town Manager and obtain approval from Mashpee's Town Manager prior to changing its current operating procedure outlined in this Section 1 of Appendix A.
2. MMM's exterior signage will not include a reference to its corporate name (e.g., "Medical Marijuana of Massachusetts, Inc."). Instead, MMM's exterior signage will be comprised solely of its corporate logo and the address of the Mashpee RMD location.

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

This Host Community Agreement (the "Agreement") entered into this 10<sup>th</sup> day of April, 2019 by and between the Town of Mashpee, acting by and through its Town Manager, with a principal address of 16 Great Road North, Mashpee Massachusetts 02649 (hereinafter the "Town") and M3 Ventures, Inc. (d/b/a Triple M Mashpee) a Massachusetts not-for-profit corporation with a principal office address of 9 Collins Avenue, Plymouth, Massachusetts 02362 (hereinafter "Company").

WHEREAS, Company wishes to locate a licensed Retail Marijuana Establishment in the Town at 29 Echo Road (hereinafter the "Establishment") in accordance with Chapter 55 of the Acts of 2017 (the "Act"), G.L. c. 94G, and regulations promulgated by the Cannabis Control Commission ("CCC") pursuant thereto, and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable regulations, as such may be amended;

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

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

WHEREAS, the parties intend by this Agreement to satisfy the provisions of 935 CMR 500, et seq. and of G.L. c. 94G § 3(d), as established in the Act, applicable to the operation of the establishment 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, infrastructure, law enforcement, inspectional services, permitting services, administrative services and public health services, in addition to potential additional unforeseen impacts upon the Town. Accordingly, in order to mitigate the financial impact upon the Town and use of Town resources, the Company agrees to annually pay a community impact fee to the Town, in the amounts and under the terms provided herein (the "Annual Payments").

## **2. Annual Payment**

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

- a. Company shall make Annual Payments in an amount equal to three percent (3%) of gross revenue from Adult-Use 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 Two Hundred Thousand (\$200,000) upon commencement of sales at the retail Establishment in Town. The second payment shall be the balance of the three percent of gross sales less the initial Two Hundred Thousand (\$200,000) payment. The balance of the Annual Payment shall be due no later than twelve (12) months after the opening date (the "Opening Date").
- b. In the second, third, fourth and fifth years of operation: 3% of the gross sales of Adult-Use 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 may hold the Annual Payments in a separate account, to be expended by the Town without further appropriation pursuant to G.L. c. 44, § 53A, or otherwise in trust, for the purposes of addressing the potential health, safety, and other effects or impacts of the Establishment on the Town on municipal programs, services, personnel, and facilities. Otherwise, said Annual Payments shall be deposited into the General Fund. While the purpose of the Annual Payments is to assist the Town in addressing any public health, safety, and other effects or impacts the Establishment may have on the Town and on municipal programs, services, personnel, and facilities, the Town may expend the Annual Payments at its sole and absolute discretion. Notwithstanding the Annual Payments, nothing shall prevent the Company from making additional donations from time to time to causes that will support the Town, including but not limited to local drug abuse prevention/treatment/education programs.

#### **4. Other Payments**

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

It is, further, acknowledged by the Company that in the event the Town adopts, by local option, the additional local 3% tax on the retail sale of marijuana for adult use pursuant to G.L. c. 64N, § 3, as of the effective date of said tax, said tax shall be paid as a local tax in addition to any other payments stipulated herein.

#### **5. Education and Prevention Programs**

The Company, in addition to any other payments specified herein, shall annually contribute to a non-profit entity or entities approved by the Board of Selectmen in an amount no less than Twenty-Five Thousand Dollars (\$25,000) 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 its intentions with the Town, acting through its Town Manager and the Town Manager's designees 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<sup>st</sup>, which shall include certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement, in addition to a copy of its annual filing as a non-profit, if any, to the Massachusetts Office of Attorney General. Upon request, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent, allowed by law) as it is required by the Commonwealth to obtain and maintain a license for the Establishment. Company shall provide the Town with evidence that the financial records submitted to the Town are the same documents provided to and used as the basis for determination of sales tax payments to the Massachusetts Department of Revenue.

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

#### **7. Re-Opener/Review**

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

#### **8. Local Taxes**

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

#### **9. Community Support and 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.

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**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 105 CMR 725.030 relative to Registered Medical Marijuana Dispensary Agents, or such other state regulations, as the case may be, of the person proposed to act as on-site Administrator of the Establishment. The submittal shall include authorization and all fees necessary to perform a criminal history (CORI) check or similar background check. The Town, through its Town Manager, shall consider such information for approval within thirty (30) days following submittal to determine, in consultation with the Mashpee Police Chief, if the person proposed is of suitable character to act as on-site Administrator.

**d. Educational Programs**

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

**e. Traffic Mitigation**

If, prior to the Company's installation of a traffic light at the intersection of Echo Road and Route 130, the Town Manager and/or the Police Chief shall determine that operation of the Establishment has caused or is substantially contributing to unsafe or inconvenient vehicular or pedestrian traffic conditions in the vicinity of the Establishment, said Town Manager or Police Chief may request, and the Company shall implement, at its sole cost, such traffic mitigation or control measures, including, but not limited to, use of detail officers, implementation of pre-scheduled customer appointments, or other such reasonable measures as may be required to minimize such traffic impacts.

**10. Support**

The Town agrees to submit to the CCC, or such other state licensing or monitoring authority, as the case may be, certification of compliance with applicable local bylaws relating to the Company's application for a License to operate the Establishment, where such compliance has been properly met, but 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. Security**

- a. Company shall maintain security at the Establishment at least in accordance with the security plan presented to the Town and Approved by the CCC, or such other state licensing or monitoring authority, as the case may be. In addition, the Company shall at all times comply with all applicable laws and regulations regarding the operations of the Establishment and the security thereof. Such compliance shall include, but will not be limited to: providing hours of operation; after-hours contact information and access to surveillance operations; and requiring 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, 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 communication with the Police Department of any suspicious activities at or in the immediate vicinity of the Establishment, and with regard to any anti-diversion procedures.
- d. To the extent requested by the Town's Police Department, the Company shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the Establishment. Such plan shall include, but is not limited to, (i) training the Company employees to be aware of, observe, and report any unusual behavior in authorized visitors or other Company employees that may indicate the potential for diversion; and (ii) utilizing seed-to-sale tracking software to closely track all inventory at the Establishment.

- e. Company shall promptly report the discovery of 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 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-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 other way loses or has its License revoked by the Commonwealth, this Agreement shall become null and void; however, the Company will be responsible for the prorated portion of the Annual Payment due as under section 2 c. above. The Town may terminate this Agreement at any time.



#### **15. Failure to Locate and/or Relocation**

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

#### **16. Governing Law**

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

#### **17. Amendments/Waiver**

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

#### **18. Severability**

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

#### **19. Successors/Assigns**

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

## **20. Headings**

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

## **21. Counterparts**

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

## **22. Signatures**

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

## **23. Entire Agreement**

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

## **24. Notices**

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

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

To Company:                Jonathan Herlihy  
   M3 Ventures, Inc.  
   9 Collins Avenue  
   Plymouth, MA 02362

## **25. Retention of Regulatory Authority**

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

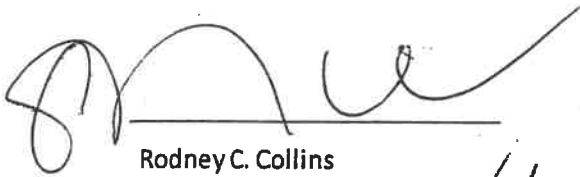
## 26. Third Parties

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

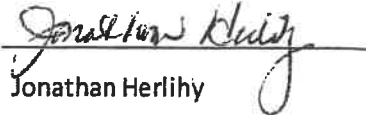
In witness whereof, the parties have hereafter set faith their hand as of the date first above written.

TOWN OF MASHPEE,

M3 VENTURES, INC.



Rodney C. Collins



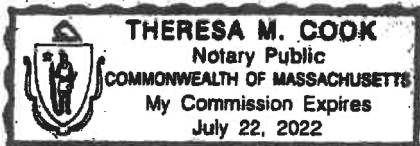
Jonathan Herlihy

*RATIFIED BY TOS 4/8/2019*

## COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this 10 day of April, 2019, before me, the undersigned Notary Public, personally appeared the above-name Rodney C. Collins, proved to me by satisfactory evidence of identification, being (check whichever applies): \_\_\_\_\_ driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness know to me who knows the above signatory, or ☒ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.



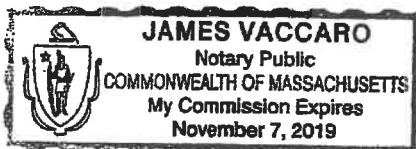
Notary Public

My Commission Expires: July 22, 2022

## COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this 9 day of April, 2019, before me, the undersigned Notary Public, personally appeared the above-name Jonathan Herlihy, proved to me by satisfactory evidence of identification, being (check whichever applies): ☒ driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness know to me who knows the above signatory, or ☒ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.



Notary Public

My Commission Expires: 11-7-19

Rodney C. Collins  
Town Manager  
508-539-1401  
rccollins@mashpeema.gov




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

**MEMORANDUM**

Date: January 7, 2021

To: Chair John Cotton and the Honorable Members of the Board of Selectmen

From: Town Manager Rodney C. Collins 

Reference: Appointment of David Morris as Building Commissioner

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As the appointing authority, I am recommending that the Board of Selectmen certify and confirm the appointment of David Morris as Building Commissioner for the Town of Mashpee, effective January 12, 2021.

This individual was interviewed with a pool of candidates on December 3, 2020 by a panel consisting of the Assistant Town Manager, the Human Resources Director and the Town Planner. I conducted an Appointing Authority interview on December 10, 2020 and felt the candidate met the qualifications necessary to perform the job of Building Commissioner and was suitable for employment. Mr. Morris is a certified Building Commissioner.

Mr. Morris was employed by the Town of Sandwich and the Town of Wareham. After a conditional offer of employment, a background check was conducted. Mr. Morris was cleared for appointment. Based upon this individual's knowledge, skills and abilities, I am confident that Mr. Morris is fit to perform the essential functions of Building Commissioner. I affirm that all Town policies and procedures were adhered to. Therefore, I am recommending that the Board of Selectmen certify the hiring process. I further seek the Board confirm the appointment of Mr. Morris to the position because this is a department head position.

**Attachments:**

Job Description  
Job Posting (in-house)  
Job Advertisement

**TOWN OF MASHPEE POSITION APPOINTMENT/REAPPOINTMENT REQUEST**

Effective: September 1, 2016

JOB TITLE: Building Commissioner DEPARTMENT: Building  
EMPLOYEE: David Morris UNION/UNIT: LTUNA Unit B

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

LABOR GRADE: N/A STEP: 1 RATE OF PAY: \$39.23 Per Hour  
\$1,569.20 Per Week \$81,548.40 Per Year/Base

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

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

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

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

[Signature]  
Human Resources Director Signature

12-30-2020  
Date

I request this appointment/promotion to be effective on: January 12, 2021

\_\_\_\_\_  
Appointing Authority Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Town Manager Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

# BUILDING COMMISSIONER

The Town of Mashpee seeks candidates for the position of Building Commissioner. This is a full time position, 40 hours/week, Monday through Friday, 7:30am – 3:30pm; \$81,598.40 - \$89,107.20/year (pending funding at the October Town Meeting) to commensurate with experience.

This position performs administrative, supervisory and inspection work related to the enforcement and interpretation of the state building code, the local zoning bylaws, the state zoning act, architectural access board requirements, Cape Cod Commission, and all other applicable regulations. Works under the administrative direction of the Town Manager and is responsible to the appointing authority as it relates to the enforcement of the state building code, the state zoning act and such other related areas authorized from them. Performs highly responsible duties of a technical nature requiring considerable judgment in the application, interpretation, and enforcement of all building codes, zoning bylaws and various other applicable regulations. Requires a thorough understanding of municipal operations as well as pertinent federal, state and local laws and by-laws. Supervises all Site Plan Review activities, acts as the Chairman of Site Plan Review. Required to attend Zoning Board of Appeals meetings. May be required to work beyond normal business hours. Required to attend evening/night meetings and/or respond to emergencies on a 24/7 basis.

High School diploma or equivalent. In accordance with Massachusetts General Laws Chapter 143, S3 and 780 CMR, certification as a Building Commissioner or qualified for conditional appointment under the law which requires at least five years experience in the supervision of building construction or design or a 4 year undergraduate degree in a field relating to building construction or design. Three (3) to five (5) years experience in a leadership role. Current unrestricted Construction Supervisor's license required. In addition, such person shall have a general knowledge of the quality and strength of building materials; a general knowledge of the accepted requirements for building construction, fire prevention, light, ventilation, safe exits and the requirements of section thirteen A of Chapter 22 and the rules and regulations promulgated pursuant thereto pertaining to accessible design standards; and a general knowledge of other equipment and materials essential for safety, comfort, and convenience of the occupants of a building or structure; or any equivalent combination of education, training or experience which demonstrates possession of the required knowledge, skills and abilities necessary to perform the essential functions of the job. Building Commissioner certification required within eighteen (18) months of appointment.

Interested candidates must submit a fully completed original Town of Mashpee employment application (available on our website, [www.mashpeema.gov](http://www.mashpeema.gov)), resume and cover letter to Human Resources Director Kimberly Landry, Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA 02649. The original application must be received by no later than **4:30pm on Monday, September 28, 2020**.

The Town of Mashpee is an EEO/AA Employer  
Applications from Women and Minorities are Encouraged

**Posted: September 18, 2020**

**IN-HOUSE POSTING**  
**LIUNA Local 1249 Administrator's Unit B**

**BUILDING COMMISSIONER**

The Town of Mashpee seeks candidates for the position of Building Commissioner. This is a full time position, 40 hours/week, Monday through Friday, 7:30am – 3:30pm; \$81,598.40 - \$89,107.20/year (pending funding at the October Town Meeting) to commensurate with experience.

This position performs administrative, supervisory and inspection work related to the enforcement and interpretation of the state building code, the local zoning bylaws, the state zoning act, architectural access board requirements, Cape Cod Commission, and all other applicable regulations. Works under the administrative direction of the Town Manager and is responsible to the appointing authority as it relates to the enforcement of the state building code, the state zoning act and such other related areas authorized from them. Performs highly responsible duties of a technical nature requiring considerable judgment in the application, interpretation, and enforcement of all building codes, zoning bylaws and various other applicable regulations. Requires a thorough understanding of municipal operations as well as pertinent federal, state and local laws and by-laws. Supervises all Site Plan Review activities, acts as the Chairman of Site Plan Review. Required to attend Zoning Board of Appeals meetings. May be required to work beyond normal business hours. Required to attend evening/night meetings and/or respond to emergencies on a 24/7 basis.

High School diploma or equivalent. In accordance with Massachusetts General Laws Chapter 143, S3 and 780 CMR, certification as a Building Commissioner or qualified for conditional appointment under the law which requires at least five years experience in the supervision of building construction or design or a 4 year undergraduate degree in a field relating to building construction or design. Three (3) to five (5) years experience in a leadership role. Current unrestricted Construction Supervisor's license required. In addition, such person shall have a general knowledge of the quality and strength of building materials; a general knowledge of the accepted requirements for building construction; fire prevention, light, ventilation, safe exits and the requirements of section thirteen A of Chapter 22 and the rules and regulations promulgated pursuant thereto pertaining to accessible design standards; and a general knowledge of other equipment and materials essential for safety, comfort, and convenience of the occupants of a building or structure; or any equivalent combination of education, training or experience which demonstrates possession of the required knowledge, skills and abilities necessary to perform the essential functions of the job. Building Commissioner certification required within eighteen (18) months of appointment.

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The Town of Mashpee is an EEO/AA Employer  
Applications from Women and Minorities are Encouraged

**Posted: September 18, 2020**

**BUILDING COMMISSIONER – JOB DESCRIPTION**  
**BUILDING DEPARTMENT**  
**TOWN OF MASHPEE, MASSACHUSETTS**

**SUMMARY**

Administrative, supervisory and inspection work related to the enforcement and interpretation of the state building code, the local zoning bylaws, the state zoning act, architectural access board requirements, Cape Cod Commission, and all other applicable regulations; all other related work as required. Works under the administrative direction of the Town Manager and is responsible to the appointing authority as it relates to the enforcement of the state building code, the state zoning act and such other related areas authorized from them.

Performs highly responsible duties of a technical nature requiring considerable judgment in the application, interpretation, and enforcement of all building codes, zoning bylaws and various other applicable regulations. Requires a thorough understanding of municipal operations as well as pertinent federal, state and local laws and by-laws. Supervises all Site Plan Review activities, acts as the Chairman of Site Plan Review.

**SUPERVISION**

*Supervision Received:* Works under the general direction of the Town Manager, statutory and other legal requirements and in cooperation with the various land use regulatory boards, their staff representatives and agents to achieve department goals and objectives. The position is subject to review and evaluation according to state certification requirements and according to the Town's personnel policies and procedures.

*Supervision Given:* Oversees and directs the operations of the Building Department. Supervises all inspectors and clerical personnel within the Building Department. Consistent with statutory and bylaw requirements, and best management practices, coordinates and provides for the coordination of land use planning, environmental management, and construction/development review and enforcement; reviews and evaluates the performance of employees who report directly to this position according to the Town's personnel policies and procedures.

**JOB ENVIRONMENT**

Work is conducted in an office setting, on construction sites, in buildings and generally in other areas of town as needed.

Conducts sensitive investigations involving non-compliance with zoning and determines whether or not to file criminal or civil charges based on findings.

Operates a computer, copy machine, camcorder, camera, sensitive inspection related equipment and automobile.



Exposure to hazards includes hazardous materials, entering partly constructed buildings, entering condemned buildings, exposure to fiberglass insulation, exposure to asbestos, and exposure to lead paint as well as other environmental hazards and working in all weather conditions

Has access to department related confidential information such as bid proposals and personnel records.

Has constant contact with all other town departments, the public, federal, state, and local agencies and officials, permit applicants, and local businesses and developers. As Department Head, is called upon to resolve the more difficult complaints. Requires strong interpersonal skills to explain and enforce laws, regulations, and department policies and procedures. Must be able to enforce regulations firmly and impartially.

May be required to work beyond normal business hours. Required to attend evening/night meetings and/or respond to emergencies on a 24/7 basis.

### **ESSENTIAL FUNCTIONS**

*[The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.]*

1. Plans, directs, coordinates and administers the activities of the Building Department which includes the activities of the Plumbing, Gas, Electrical, and Local Building Inspectors, Site Plan Review, and Plan Review; supervises and assigns work to all professional and support staff; consults with public officials on departmental matters needing approval.
2. Prepares the annual budget, annual Town Report and monthly reports for the department and recommends priorities to the Town Manager.
3. Responsible for the maintenance and retention of department permits, records and correspondence.
4. Inspects commercial buildings and alterations to commercial buildings under construction and upon completion to monitor compliance with code requirements and approved plans; inspects safety conditions of existing buildings; inspects places of assembly and public buildings annually.
5. Confers with builders, architects, engineers, property owners, attorneys and the general public regarding construction, requirements and other related matters. Issues certificates of inspection and occupancy, notices of violations and stop work orders.

6. Reviews plans for building construction or alteration to determine compliance with state codes, local zoning bylaws and other applicable regulations; issues building permits; administers building permit issuance process involving review of building permit applications by the development departments; seeks to resolve issues raised by the review process; maintains associated logs and inspection records.
7. Chairs the Site Plan Review process which involves coordinating and running interdepartmental public meetings on all commercial development proposals, and making a final decision on the project after considering the advice of the committee members.
8. Responds orally and in writing to inquiries from property owners, banks, real estate firms and the public; explains building code regulations and bylaw provisions; explains procedures and assists applicants in completing required forms; discusses construction methods and materials with building professionals in order to ensure compliance with applicable codes and regulations.
9. Evaluates building permit applications for structures on pre-existing nonconforming lots and renders determinations on permit approvals pursuant to the Massachusetts Zoning Act. Provides verbal and/or written reports to the Zoning Board of Appeals for requests that may require written findings, variances, or special permits.
10. Participates in the coordinated review process with various town boards including the Planning Board, Board of Health, the Conservation Commission and Board of Appeals. Required to attend Board of Appeals hearings.
11. Provides expert opinions at Zoning Board hearings, Cape Cod Commission hearings, Court trials, and occasional Board of Selectmen hearings when requested.
12. Must effectively represent the department and the Town of Mashpee in annual Town Meetings and meetings with governmental agencies, community groups and various businesses, professional, and regulatory organization and in meeting with individuals.
13. Must have the ability to work in stressful situations.
14. Must use tact, initiative, prudence and independent judgment within general policy, procedural and legal guidelines.
15. Establishes, maintains and fosters positive and harmonious working relationships with those contacted in the course of work.
16. Maintains assigned vehicle in a neat and orderly manner consistent with sanitary requirements and job expectations established by proper authority. Reports any damage or inadequacies as required.

17. Maintains confidentiality of department records and information on a "need to know basis."

18. Performs similar or related work as required or as situation dictates.

### **ERRORS AND OMISSIONS**

Errors or omissions, inadequate coordination, untimely work, inaccuracies, or actions and inactions beyond one's delegated scope of authority may result in technical flaws triggering assumed decisions, may produce extra work, may impose injurious financial loss or have other legal ramifications. Errors could result in damage to property, endanger to public safety and cause adverse public relations.

### **MINIMUM QUALIFICATIONS**

**Education, Training and Experience:** High School diploma or equivalent. In accordance with Massachusetts General Laws Chapter 143, S3 and 780 CMR, certification as a Building Commissioner or qualified for conditional appointment under the law which requires at least five years experience in the supervision of building construction or design or a 4 year undergraduate degree in a field relating to building construction or design. Three (3) to five (5) years experience in a leadership role. Current unrestricted Construction Supervisor's license required. In addition, such person shall have a general knowledge of the quality and strength of building materials; a general knowledge of the accepted requirements for building construction, fire prevention, light, ventilation, safe exits and the requirements of section thirteen A of Chapter 22 and the rules and regulations promulgated pursuant thereto pertaining to accessible design standards; and a general knowledge of other equipment and materials essential for safety, comfort, and convenience of the occupants of a building or structure; or any equivalent combination of education, training or experience which demonstrates possession of the required knowledge, skills and abilities necessary to perform the essential functions of the job. Building Commissioner certification required within eighteen (18) months of appointment.

#### **Knowledge, Skills and Abilities:**

***Knowledge:*** Thorough knowledge of the materials and methods of building construction and of the state building code, local zoning bylaws, and other applicable rules and regulations. General knowledge of health codes, planning concerns, engineering issues, fire safety concerns and conservation issues as they relate to site plan review and the requirements a commercial construction project applicant will be required to comply with.

***Skills:*** Strong administrative and supervisory skills. Proficiency in the use of computers including word processing, spreadsheets, database management, electronic mail and other current information technology and applications. Must possess skill in operating a keyboard at an efficient speed. Must be capable of reporting to work punctually and dependable in attendance.

***Abilities:*** Ability to organize and assign work to subordinate personnel and evaluate their performance. Ability to communicate effectively in written and oral form. Ability to present

information orally at annual Town Meetings, Public hearings, council hearings, Cape Cod Commission hearings, Architectural Access Board hearings, hearings and court sessions on a variety of issues as needed. Ability to understand line item budgeting, as well as special project budgeting, and budgeting by functional classification. The ability to work in stressful situations.

Physical Requirements: This position requires frequent light to moderate physical effort while performing inspections. Must be able to access all areas and levels of a construction site, and is frequently required to spend several hours walking or standing. While performing the duties of this position, is regularly required to use hands to finger, handle, feel, or operate objects, tools, or controls and reach with hands and arms. Performance of the essential functions may also require to climb or balance, stoop, kneel, crouch or crawl, and smell. Frequently required to lift and/or move items up to 30 pounds. Specific vision abilities required by this position include close vision, distance vision, color vision, depth perception, and the ability to adjust focus. Must be able to hear normal sounds, distinguish sound as voice patterns and communicate through human speech using understandable American English.

Special Requirements: Must be able to demonstrate, through references or otherwise, the ability to assign priorities to varied work demands, independently and effectively accomplish detailed work requirements, and provide high levels of courteous service. Must possess and maintain a valid Commonwealth of Massachusetts driver's license (Class D) to operate a motor vehicle. Valid unrestricted Construction Supervisor's license required. Must successfully be able to complete a comprehensive background investigation and criminal record check. Must be able to successfully pass a six month probationary period. Must be able to provide proof of eligibility to work in the United States.

[This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.]

Adopted: September 3, 2020

Pages: (5) Five



# *Town of Mashpee*

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

## **MEMORANDUM**

**Date:** January 6, 2021

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

**FROM:** Terrie M. Cook, Administrative Assistant

**RE:** Appointment of Christopher R. Nelson II, R. Michael Segroves, and Jennifer McLarnon to the  
Mashpee Cable and Advanced Technology Committee

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### Description

Discussion and approval of the appointment of the following to the Mashpee Cable and Advanced Technology Committee (MCAT):

Christopher Nelson (Term Expires June 30, 2023)

R. Michael Segroves (Term Expires June 30, 2022)

Jennifer McLarnon (Term Expires June 30, 2022)

### Background

At their meeting on Tuesday, January 5, 2021, the Mashpee Cable and Advanced Technology Committee interviewed and voted to recommend that the Board of Selectmen appoint Christopher R. Nelson II, R. Michael Segroves and Jennifer McLarnon to the MCAT Board as members at large.

### Recommendation

For your reference enclosed is correspondence from the MCAT Chair Dan Riley and the letters of interest/resumes of the candidates.

## Terrie Cook

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**From:** Dan Riley <  
**Sent:** Tuesday, January 5, 2021 1:55 PM  
**To:** Terrie Cook  
**Subject:** MCAT New Members

**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.

Terrie,

As a result of our meeting today, the MCAT unanimously recommends to the Board of Selectmen that the 3 new candidates; Jennifer McLarnon, Mike Segroves and Christopher Nelson should be approved for membership.

Thank you for considering this recommendation,

Dan Riley

## Terrie Cook

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**From:** Christopher Nelson  
**Sent:** Monday, December 14, 2020 2:58 PM  
**To:** Terrie Cook  
**Subject:** Mashpee Cable & Advanced Technology Advisory Board (MCAT)  
**Attachments:** Christopher R NelsonII.pdf

**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.

Dear Mrs. Cook and members of the Mashpee Board of Selectmen,

My name is Christopher Nelson, and I send this letter of interest to join the Mashpee Cable & Advanced Technology Advisory Board (MCAT).

Technology today is core to the success of a community. With the current health climate and the advance of the COVID-19 Pandemic, the need to have quality high-speed broadband available for all residents cannot be understated. Further, the need for systems that can accurately and quickly provide updates to the residents of Mashpee in times of emergency are a great concern. Schools, local businesses, and those of us working from home rely on these systems, and we have to ensure that everyone have quality and affordable access to them, regardless if a pandemic rages, or if we are simply trying to ensure the communities needs are met in the best of times.

It is the responsibility of the members of a community to use their own expertise in ways that can enhance their fellow residents' lives, and I feel qualified to aid on this subject. I have familiarity with multiple facets of various cable and technology systems, including the HFC (Hybrid Fiber-Coaxial) network that services Mashpee and other surrounding towns, as well as comfort working with other entities such as OpenCape. I've also worked in television and video production, event planning, and multiple other technologies that will serve me well in this position.

Please find my resumé attached.

Thank you for your consideration,

Christopher R. Nelson II

Mashpee, MA  
02649

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## CHRISTOPHER R. NELSON II

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### OBJECTIVE

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Join the Mashpee Cable and Advanced  
Technology Advisory Board

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### CORRESPONDING SKILLS

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Deep understanding of multiple  
technology platforms

Experience in deploying video and  
audio systems

Experience in television production  
and technology

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## EXPERIENCE

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### SAVANT

2011 – Present

*Root Cause Analysis Engineer*

- Design test processes for critical failures and possible recalls. Facilitate communication both internally and externally to ensure that we sustain an excellent relationship with our integration partners, as well as automation specialists through public portal and internal communication systems.
- Research updates to global technologies and apply them to designing next generation Savant hardware & software.
- Provide engineering level support for field representatives and Savant technical assistance teams.
- Identify and resolve worldwide equipment malfunctions, working with manufacturers or field representatives as necessary to plan for global system restoration.
- Design and review contract enhancements to next generation Savant products, improving overall function and performance.
- Work with partners to provide seamless integration in fiberoptic, telecom, security, RTSP, SDVoE, and other important backbone technologies.

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## EDUCATION

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### ASSOCIATES OF ARTS

Cape Cod Community College - 2018



## Terrie Cook

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**From:** R Micheal Segroves  
**Sent:** Saturday, December 19, 2020 11:32 AM  
**To:** Terrie Cook  
**Subject:** Mashpee Cable & AdvancedTechnology Advisory Board

**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.

Ms. Cook,

Please consider my application for membership on the Town of Mashpee's MCAT Board. I moved to Mashpee 2 years ago, from York, ME. During the thirteen years that I lived in York I was a member of the York County Cable TV Commission from 2008 - 2013 and served as a member of the Board of Directors of the Town of York Public Library from 2009 -2014.

Since moving to Mashpee, I've served as Chairman of the Southport Condominium Owners Association's Communications & Technology Committee, since it's start in November of 2019. As part of that committee, I've built and operate the Association's resident website. The CAT Committee oversee's the publications of two monthly online magazines for the communities residents and publishes a weekly new newsletter for the community. The committee also advises the Southport Board of Directors on technology issues, ranging from restructuring and management of the community center's network and WiFi installations to improving the acoustics of the community center's Ballroom.

Prior to retiring In 2006 I worked in the computer and technology industry. I served in technology marketing and senior management positions for companies ranging from MicroAmerica Distributing Co., the first national distributor of personal computer products, to Microsoft and Palm.

If you need any additional information you can contact me by email at \_\_\_\_\_ or by phone at \_\_\_\_\_  
or my cellphone,

Sincerely,

Mike Segroves

Mashpee, MA 02649

**Jennifer McLarnon M.S., C.A.E.S., M.Ed.**  
**Vision-Driven Innovator | Privacy and Security Leader | Greater Boston**

2020 DEC 30 AM 11:22

December 13, 2020

The Office of the Board of Selectmen  
Mashpee Town Hall  
16 Great Neck Road North  
Mashpee, MA 02649

Please accept this letter to be considered to serve as a member of the Mashpee Cable & Advanced Technology Advisory Board (MCAT).

I am an information technology leader with a unique combination of expertise implementing security programs and policies as well as overseeing the delivery of technology services in an organization. I also have over 13 years of teaching experience and hold master's degrees in Curriculum and Instruction, Ed Leadership and Cybersecurity, Governance and Policy. As an employee, I am recognized for my high responsiveness, attentiveness, and direct approach to solving problems and maximizing desired outcomes. I led the transformation of the academic enterprise to facilitate remote learning during COVID-19 and have orchestrated a nation-wide cybersecurity conference with industry leaders.

My knowledge and real-world experience in cybersecurity, implementing security programs, processes, policies and applications in an organization, along with my first-hand experience promoting a culture that values privacy, cyber and data security, would allow me to contribute to the board. In addition, I am a recent graduate of a cyber program and understand the current cyber and data risk landscape and data regulations.

My knowledge and experiences make me an ideal fit for this position. The opportunity to serve will allow me to continue contributing to the field while supporting the mission and vision of the Town of Mashpee.

I would be happy to speak with you in more detail about my qualifications in a direct interview. I look forward to hearing back from you.

Sincerely,



Jennifer McLarnon

**Jennifer McLarnon M.S., C.A.E.S., M.Ed.**  
**Vision-Driven Innovator | Privacy and Security Leader | Greater Boston**

Dedicated and loyal information technology leader providing vision, strategic planning, and IT solutions that integrate organizational goals, strengthen the enterprise, increase revenue, and build a culture that values privacy and security. Collaborative leader with the exceptional ability to coach and motivate teams to deliver results that exceed expectations. Relationship builder focused on transforming organizational cultures. Skilled at communicating technical concepts to non-technical audiences. Trusted advisor for change management, business continuity, and risk management. Deeply committed to diversity, social equity, and belonging.

**PROFESSIONAL EXPERIENCE**

**Boston College High School, Boston, MA**

07/2020 - Present

*Chief Information Officer*

Promoted to set the shared vision with senior leadership to enhance security, performance, and the execution of capital and operational plans within the enterprise

- Increased revenue and savings to meet strategic goals and bolster operations in partnership with school leadership
- Improved the protection of company assets by building a security architecture
- Mitigated risk factors within the enterprise, including the management of business continuity, disaster recovery, cyber incidents, identity access management, and security awareness training
- Produced IT policies and procedures to ensure the availability, integrity, and confidentiality of data, and detect and prevent network intrusions
- Manage incident response team, forensics, communications, and tabletop exercises
- Service: Enterprise Risk Management Task Force Member

*Director of Technology*

08/2017 - 06/2020

Set the vision for the technology department, managing a team and technical and capital budgets of over \$1 million to ensure resources are allocated to meet emerging trends in the industry and the efficiency and design of service delivery

- Leveraged technology to support advancement in the school's academic programs through discussions with senior leadership
- Developed a Technology Strategic Plan to evaluate, acquire, install and maintain the information and communications technology software to support instructional and business needs
- Improved the cybersecurity profile by 25% within 12 months using the CIS Critical Security Controls and program roadmap
- Assure the security and validity of data and information through the development of security policies and procedures
- Developed strategic partnerships, negotiated contracts, and managed vendor relationships
- Implemented cost-effective enterprise systems and applications across the organization to enhance security and performance, including OneLogin, Box, Spirion, XMedius, Papercut, JAMF
- Established Knowledge Base (KB) documentation of best practices to enhance communication and uphold standards and procedures
- Generated over \$20,000 in revenue by orchestrating a national cybersecurity conference for school leaders
- Collaborated with the global Jesuit Schools Secondary and Higher Education Network to develop a shared services model for IT services, security, and delivery

*Dean of Instructional Technology*

07/2015 - 08/2017

Promoted the use of 21st Century technology tools to support student learning

- Orchestrated and facilitated training for faculty and staff
- Introduced and implemented the Canvas Learning Management System to 130 faculty and 1500+ students in a 7-12 school environment
- Established an Academic Journal for Boston College High School
- Increased parent engagement by developing programming, designing web content, and leveraging social media

- Service: *Manager*, Makerspace and *Chair*, Technology Committee

McLarnon, Page 2

#### *Middle School Science Teacher/Advisor*

09/2007 - 06/2015

Taught courses including science and computers

- Implemented curriculum, constructing lesson plans, labs and assessments, assessing and providing timely feedback, implementing technology and maintaining appropriate classroom behavior and climate
- Service: *Chair*, Diversity, Social Equity, and Inclusion Committee

#### **Seekonk High School**, Seekonk, MA

03/1998 - 09/2001

#### *Secondary Science Teacher*

Taught courses including Geophysical Science, Chemistry, Physics, and Marine Biology

- Service: *Coach*, Field Hockey and Softball and *Chair*, Climate Committee

### **EDUCATION**

**Boston College**, Chestnut Hill, MA

*M.S., Cybersecurity Governance & Policy*

*C.A.E.S., Educational Leadership*

*M.Ed., Curriculum & Instruction, Science-Geology*

*B.S., Environmental Geoscience*

### **CERTIFICATION**

CBCP, Disaster Recovery Institute

In Progress

### **HONORS AND AWARDS**

Member, Seekonk High School, Athletic Hall of Fame

Microsoft Innovative Educator Expert

### **SELECTED PRESENTATIONS**

*iAssess: Using iPads for Formative and Summative Assessment*. Oral presentation delivered at the AISNE Conference, Boston, MA, October 2013.

*File Sharing, Productivity and Paperless Classroom*. Oral presentation delivered at the MassCUE Conference, Boston, MA, October 2013.

*Using iPads to Increase Scientific Literacy*. Oral presentation delivered at the NSTA National Conference, Boston, MA, April 2014.

*Using Virtual Classroom Exchanges to Develop Global Connections and Personal Relationships*. Oral presentation delivered at the AISNE Teaching Conference, October 2016.

### **PROFESSIONAL AFFILIATIONS**

ISACA Information Systems Audit and Control Association

SheLeads Tech Global ISACA Initiative

OCEG Open Compliance & Ethics Group

### **COMMUNITY ENGAGEMENT**

Advisory Board, Winslow Technology Group

Mentor, WiCyS

### **SKILLS**

**Industry Knowledge:** Business Continuity, Cost Control, Technology Integration, Professional Development, Training, Policy Direction, Procedure Development, Budget Preparation, Administration and Forecasting, Industry Research, Project Management, Operational Effectiveness, Security Frameworks, Incident Response, Governance, Risk and Compliance, Cyber Security, Service Delivery

**Technology:** Microsoft O365, Google, JAMF, Sophos, Spirion, PaperCut, AD, Canvas, S2, Milestone, Common Operating Systems