

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

MASHPEE TOWN CLERK

JUN 04 2021

RECEIVED BY: Sm

Broadcast Live on Local Cable Channel 18

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

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

PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

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

APPOINTMENTS & HEARINGS

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

COMMUNICATIONS & CORRESPONDENCE

OLD BUSINESS

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

NEW BUSINESS

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

LIAISON REPORTS

TOWN MANAGER UPDATES

ADDITIONAL TOPICS

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

EXECUTIVE SESSION

ADJOURNMENT

**AGENDA
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- *Town Manager Rodney Collins*: Review of Amendment No. 1 to Agreement for Operation of Mashpee Transfer Station: ("License to Use Additional Composting Area"): *Gotta Do Contracting, LLC*
- *DPW Director Catherine Laurent*:
 - Discussion and Approval of Orders of Taking Easements: Route 151 Corridor Improvement Project
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COMMUNICATIONS & CORRESPONDENCE

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LIAISON REPORTS

TOWN MANAGER UPDATES

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EXECUTIVE SESSION

ADJOURNMENT

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BOARD OF SELECTMEN
MONDAY, MAY 24, 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.mashpee.ma.gov/channel-18>

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

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

MINUTES

Approval of the following: Monday, April 26, 2021 and Monday, May 3, 2021 Regular Sessions

APPOINTMENTS & HEARINGS

- Public Comment: ****Call in Number (508) 539-1400 extension 8585****
- 6:35 pm Public Hearing: Road Taking – Chestnut Street, Cedar Street, Devon Street, Ash Street, Hawthorne Street, Gina's Way
- 6:40 pm Public Hearing: Road Taking – Cove Road
- 6:45 pm Public Hearing: Road Taking – Oldham Circle
- Discussion of Pickleball Courts: *Earnest Barrows*
- Discussion and Approval of the Following Special Event Applications, Temporary Sign Permits, One-Day Liquor Licenses:
 - Racewire Annual Beach and Back Half Marathon and 5K: Sunday, August 29, 2021: 7:30 am – 1 pm: *John Adams*
 - MHS Class of 2021 Beach Day: South Cape Beach, Thursday, June 3, 2021: 11 am – 3 pm: *Nicole Depford*
 - Head of the Ponds Regatta: Attaquin Park, Saturday, September 11, 2021: 5:30 – 10 am: *Alan Robinson*

COMMUNICATIONS & CORRESPONDENCE

OLD BUSINESS

1. Update, Discussion and Possible Action Relative to COVID-19
2. Update, Discussion and Possible Action Relative to Wastewater Project(s)
3. Update on Comcast Contract Renewal Negotiations
4. Discussion and Approval of Board of Selectmen Representative to the Mashpee Commons Three-Party Development Agreement for the Proposed Expansion of Mashpee Commons.

NEW BUSINESS

1. Discussion and Approval of Race Amity Day Proclamation
2. Discussion and Approval of Adoption of Statement with Regard to Inclusion and Diversity
3. Discussion and Position on the Proposed Multi-Purpose Machine Gun Range at Joint Base Cape Cod
4. Discussion and Approval of Letter of Support of the Chatham Coast Guard Station
5. Discussion Relative to the Grant Process: *Town Manager Rodney Collins*

LIAISON REPORTS

TOWN MANAGER UPDATES

ADDITIONAL TOPICS

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

REORGANIZATION OF THE BOARD:

Nomination and Election of Chair, Vice-Chair and Clerk

EXECUTIVE SESSION

Discuss Strategy with Respect to Litigation Relative to an Employee Worker's Compensation Claim When an Open Meeting may have a Detrimental Effect on the Litigating Position of the Town and the Chair so Declares. (G.L. c. 30A, §21 (a) (3)).

ADJOURNMENT

Board of Selectmen
Minutes
May 24, 2021

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, April 26, 2021 and Monday, May 3, 2021 Regular Sessions:

**Motion made by Selectman Gottlieb to approve the Regular Session minutes of;
Monday, April 26, 2021 and Monday, May 3, 2021 as presented.**

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**

APPOINTMENTS & HEARINGS

Public Comment:

Sandra Silva 50 Davis Road, Falmouth, a member of the Coalition for Social Justice and an environmental activist advocating for the protection of Cape Cod voiced concern on the proposed machine gun range project at Camp Edwards on Joint Base Cape Cod. The 15,000-acre reserve at the base protects the largest aquifer on Cape Cod. The demand for water has increased dramatically, and it is necessary to protect the drinking water resources including the fragile habitat, the pine barrens and grasslands. The Upper Cape Water Supply Reserve at Joint Base Cape Cod is land to be restricted to protect water resources, the environment and wildlife habitat.

Ms. Silva indicated the current proposal would clear-cut 170 acres with 1/3rd of the water supply reserve to be designated as a machine gun firing zone. In concern to the social and economic effect as well as the protection of the Cape's largest aquifer Ms. Silva requested the Board of Selectmen voice concern to the Environmental Management Commission, and urge the JBCC to find more suitable solutions.

Mashpee resident Lynne Barbee echoed the comments of Ms. Silva and urged BOS to take a position in opposition to the gun range as it would have long term impact on the community. Ms. Barbee also commented on the proposed Mashpee Commons expansion project citing there has been very little opportunity for public comment. Ms. Barbee indicated there is no need to rush for the October Town Meeting for a project that would require more public input on this proposal.

A letter of concern regarding the Mashpee Commons project from Karen Faulker was duly noted and would be retained on file in the Office of the Town Manager/Board of Selectmen.

Board of Selectmen
Minutes
May 24, 2021

APPOINTMENTS & HEARINGS

Public Hearing: Road Taking – Chestnut Street, Cedar Street, Devon Street, Ash Street, Hawthorne Street, Gina’s Way:

The Board of Selectmen opened the Public Hearing to discuss the private to public road conversion of Chestnut Street, Cedar Street, Devon Street (partial), Ash Street (partial), Hawthorne Street (partial) and Gina’s Way as shown on plans prepared by Cape & Islands Engineering dated January 28, 2021. Copies of the plan are available in the Office of the Town Manager/Board of Selectmen.

In accordance with posting procedures, the Hearing notice was read aloud into the record. Catherine Laurent, Director of Public Works was present to discuss the private to public road conversion of the referenced streets.

The estimated betterment cost is \$311,010, a cost of \$20,734 to be borne by the (15) property owners. If residents plan to move forward with the road conversion a second petition signed by at least 50% plus 1 of the affected property owners must be received by July 12, 2021 in order to be placed on the October Town Meeting warrant or by February 14, 2022 to be placed on the May Town Meeting warrant.

It was noted this road taking was petitioned by at least 50% plus 1 of the affected property owners.

Mark Harding a resident of Devon Street noted the numbers on the plans are not clear. In reviewing the easements’, it appears he may lose most of his front yard. For clarification the Director of Public Works indicated the right of way was included in the layout when the neighborhood was developed. It is the purview of the Town to take the entire width of the easement when accepting a road conversion. If the road taking is accepted by the residents, the Town at this time does not intend to take the entire 40’ width, but it would provide for use in the future if it is so required.

Ms. Laurent indicated there was a question from a resident of Gina’s Way regarding the taking of the road. The road itself extends as a paper street to Quinaquisset Avenue. The petitioners would be required to be in agreement to include this portion of the road. Some paving would be required although it is not significant to the road taking project.

There was also a question related to the road conversion as it relates to the potential for sewerage. It was disclosed the road taking project is not included in Phase I of the clean water/wastewater plan. The subject roadway is likely to be included in Phase II projections. If the project is delayed for 4-6 years it would offset the construction estimate. This is a decision of the neighborhood.

Neil Barney of 4 Ash Street asked why the Town would propose to widen Devon Street to 40’ and only 30’ on Ash Street when an easement is required to be 20’. Ms. Laurent responded by stating the Town would be taking the existing right of way which extends beyond 20’ to accommodate drainage and other requirements. This is the easement that is required by the Town. The actual road surface would be 22’. Mr. Barney noted that one tenth of his property would be appropriated by the Town with the taking.

Road taking project estimates are generally high. The project shall not exceed the estimate. If the project results in a higher cost, the Town assumes the difference. There are no street lights included in this project assumption.

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May 24, 2021

Public Hearing: Road Taking – Chestnut Street, Cedar Street, Devon Street, Ash Street, Hawthorne Street, Gina's Way: (continued)

Being no further comment the Board motioned as follows;

Motion made by Selectman Sherman to close the Public Hearing.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

If the applicants desire to move forward with the road taking necessary paperwork for the second petition can be obtained through the Office of the Town Manager/Board of Selectmen.

Public Hearing: Road Taking – Cove Road:

The Board of Selectmen opened the Public Hearing to discuss the private to public road conversion of Cove Road as prepared by Cape & Islands Engineering dated March 5, 2021. Copies of the plan are available in the Office of the Town Manager/Board of Selectmen. The Hearing notice was read into the record to conform to posting requirements. Catherine Laurent, Director of Public Works was present to discuss the private to public road conversion of the referenced streets.

The estimated betterment cost is \$229,398.75, a cost of \$19,116.57 to be borne by the (12) property owners. If residents plan to move forward with the road conversion a second petition signed by at least 50% plus 1 of the affected property owners must be received by July 12, 2021 in order to be placed on the October Town Meeting warrant or by February 14, 2022 to be placed on the May Town Meeting warrant.

It was noted this road taking was petitioned by at least 50% plus 1 of the affected property owners.

William Petrone a resident of 75 Cove Road stated the road type in his opinion is public. The road as it currently exists is paved and ends at a cul de sac. A portion of this road is unpaved. Why would he want to be involved in fixing the unpaved portion of the road to allow the public to drive past his home?

Ms. Laurent responded by stating the road in its entirety is private. To bring the road to Town standards it is necessary to prepare the road, conduct drainage requirements and widen as necessary for safety response. The petition requires a minimum of 50% plus 1 of the affected property owners to modify the project and to move the project forward to Town Meeting.

For clarification purposes it was disclosed the unpaved section of Cove Road lies within the Town of Sandwich.

Stephanie Rhea of 59 Cove Road noted the former owner of the property is listed on the plan. Ms. Rhea stated the project as outlined would disrupt a portion of her property that has been improved by landscape. The Public Works Director indicated the section of the road in this area is a wider width. With the exception of drainage within the right of way, work should be minimal. Generally, plant material is not replaced by the Town, but can be moved and replanted if necessary.

Board of Selectmen
Minutes
May 24, 2021

Public Hearing: Road Taking – Cove Road: (continued)

Comments from 59 Cove Road conveyed the paved road was formally a cul de sac. If the road was taken it may cause increased traffic in the neighborhood. For clarification it was disclosed the petition for the road taking was brought to the Town by the residents. For the project to move forward 50% plus 1 of the affected property owners must present a second petition to move the project forward to Town Meeting for approval.

A Cove Road residents commented on the misconception with regards to this project stating it is not about paving the unpaved section, it is about bringing the road to Mashpee standards by code to allow the road to be plowed and to correct drainage deficiencies. This project is for the Mashpee portion of the road, and not the dirt road which lies in the Town of Sandwich.

Specifics on the plan and the requirements for road takings can be obtained through the Office of the Town Manager/Board of Selectmen. In closing it was revealed the cul de sac is proposed to be removed under the plan. In the original subdivision plan the cul de sac was intended to be temporary. Under the new plan the cul de sac property would revert back to the property owners.

Motion made by Selectman Gottlieb to close the Public Hearing.

Motion seconded by Selectman Sherman.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Public Hearing: Road Taking – Oldham Circle:

The Board of Selectmen opened the Public Hearing to discuss the private to public road conversion of Oldham Circle as prepared by Cape & Islands Engineering dated December 20, 2021. Copies of the plan are available in the Office of the Town Manager/Board of Selectmen.

In accordance with posting procedures, the Hearing notice was read aloud into the record. Catherine Laurent, Director of Public Works was present to discuss the private to public road conversion of the referenced streets.

The estimated betterment cost is \$387,906.75, a cost of \$55,415.25 to be borne by the (7) property owners. If residents plan to move forward with the road conversion a second petition signed by at least 50% plus 1 of the affected property owners must be received by July 12, 2021 in order to be placed on the October Town Meeting warrant or by February 14, 2022 to be placed on the May Town Meeting warrant.

There was no public comment. It was disclosed the cost estimate is high as the series of retaining walls on the south side need to be replaced with drainage systems installed. This was not intended to be long term.

Motion made by Selectman Gottlieb to close the Public Hearing.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Board of Selectmen
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May 24, 2021

APPOINTMENTS & HEARINGS

Discussion of Pickleball Courts: Earnest Barrows:

Ernest Barrows discussed his ongoing concern regarding the Pickleball Courts. Mr. Barrows indicated the noise level has not changed. It has been nearly three years, and the noise is getting louder. He suggested the Town consider enclosing the courts to mitigate the sound.

The Board of Selectmen in dismay indicated the Town has been receptive to the concerns of Mr. Barrows, and has made several good faith attempts to mitigate the sound emanating from the Pickleball Courts. This includes the installation of a sound barrier, increasing the vegetation buffer and reducing the hours of operation.

The mitigation measures were obtained from a study in the Town of Punta Gorda, Florida referenced by Mr. Barrows to assist in the mitigation of the sound. The Town's Recreation Director has been involved in the improvements to lessen the noise impacts to the neighbor of reference. It was agreed results of the study and documents associated to the improvements would be forwarded to Mr. Barrows for additional review.

It was noted there was a recent incident of fireworks in the neighborhood. Mr. Barrows did not offer comment with respect to this regard.

Discussion and Approval of the Following Special Event Applications, Temporary Sign Permits, One-Day Liquor Licenses:

Racewire Annual Beach and Back Half Marathon and 5K: Sunday, August 29, 2021: 7:30 am – 1 pm: John Adams:

The Board of Selectmen met with John Adams to review the Special Event Application, Temporary Sign Permit and One Day Liquor License for the Annual Beach and Back Half Marathon and 5k hosted by Racewire. The event is planned on Sunday, August 29, 2021 from 7:30 a.m. to 1:00 p.m.

The marathon will begin and end at the intersection of Donna's Lane and Great Neck Road South. Mile marker signs 23"x36" would be placed along the race route. A post-race celebration will follow the conclusion of the race at Mashpee Commons. It is estimated that 1,000 runners will participate in this event.

All necessary approvals have been obtained from regulatory officials for the 4th annual event.

Motion made by Selectman Gottlieb to approve the Special Event Application of Racewire to include a Temporary Sign Permit and One Day Liquor License for the Annual Beach and Back Half Marathon and 5k as presented.

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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May 24, 2021

APPOINTMENTS & HEARINGS

MHS Class of 2021 Beach Day: South Cape Beach, Thursday, June 3, 2021: 11 am – 3 pm: Nicole Depford:

The Board of Selectmen met with Nicole Depford to review the Special Event Application for the Mashpee High School Class of 2021 Beach Day scheduled to be held on Thursday, June 3, 2021 from 11:00 a.m. to 3:00 p.m. on the Town side of South Cape Beach.

The application has been approved by the regulatory officials for this special event. It was noted the beach is not officially opened for the 2021 season.

Motion made by Selectman Gottlieb to approve the Special Event Application of the Mashpee High School Class of 2021 for the Beach Day as referenced.

Motion seconded by Selectman Weeden.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Head of the Ponds Regatta: Attaquin Park, Saturday, September 11, 2021: 5:30 – 10 am: Alan Robinson:

A Special Event application was received from Alan Robinson for the 2021 Head of the Ponds Regatta hosted by All-American Rowing. This is a second annual event proposed to be held on Saturday, September 11, 2021 with a rain date of September 12, 2021 from 5:30 a.m. to 10:00 a.m. at Mashpee-Wakey Pond and Attaquin Park.

It is expected that 60 sailors would attend the invitation only event limiting entries to experienced scullers with head racing experience. The elite rowing camp is led by three-time Olympian Jim Dietz and Mark Wilson.

Motion made by Selectman Gottlieb to approve the Special Event Application for the 2021 Annual Head of the Ponds Regatta.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

COMMUNICATIONS & CORRESPONDENCE

Comment regarding Election Process: Members of Mashpee Boards and Committees tend to make the Town of Mashpee the best it can be. However, this past election process was extremely toxic and offensive with candidates operating for self-interest. Those wishing to run on their merits are requested to be mature and respectful of other opinions and beliefs. Toxic behaviors if they continue would deteriorate the Town's election process bringing forth less citizens willing to vote and less candidates offering their service.

Board of Selectmen
Minutes
May 24, 2021

OLD BUSINESS

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

As per Governor Charles D. Baker's executive order, the State of Emergency will end on June 15, 2021.

With limited exceptions, all COVID-19 restrictions will be rescinded in Massachusetts on May 29, 2021. All businesses will be able to open in full capacity with gathering limits no longer in effect. Although there is a facing covering advisory, fully vaccinated individuals are not required to use facial masks with the exception of certain circumstances such as indoor public locations such as supermarkets and shopping malls.

Town Manager Rodney C. Collins indicated the Mashpee Town Hall will re-open to the public on Tuesday, June 1, 2021. Those entering the Mashpee Town Hall will be requested to social distance and wear facial coverings until at least June 15, 2021. Health data is continually under review.

Questions or comments may be directed to the Town Manager.

With regards to outdoor dining, it was recommended the Town offer support to the local business community by requesting an extension of outdoor dining provisions for local restaurants. During the pandemic special permission was given for outdoor dining until August 16, 2021. It was agreed it was important to convey to the legislative delegation the Town's support to extend the outdoor dining at least through October and to consider outdoor dining as a future option.

Motion made by Selectman Gottlieb to convey this concern to Governor Charles D. Baker, and request an extension for outdoor dining.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

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

It was announced the new Town Engineer is scheduled to start work on June 7, 2021. A small introduction reception will be held at the Mashpee Town Hall, coffee and light refreshments.

Town Manager Rodney C. Collins and the Board of Selectmen expressed sincere appreciation to Selectman Andrew R. Gottlieb for his initiatives to assist the Town in moving forward with the clean water initiative. Other Cape towns are taking similar strides for advancement in this area.

The professionalism of the Communications Consultant was deemed worthy to educate and to clearly inform the voters on the actions regarding the clean water plan. A well-informed public makes a difference. It was agreed the consultant would be included in future action plans.

Selectman Andrew R. Gottlieb will be donating the domain "Clean Water" to the Town of Mashpee.

Board of Selectmen
Minutes
May 24, 2021

OLD BUSINESS

Update on Comcast Contract Renewal Negotiations:

A tentative meeting is scheduled to be held on Wednesday, June 02, 2021 at 3 p.m.

Discussion and Approval of Board of Selectmen Representative to the Mashpee Commons Three-Party Development Agreement for the Proposed Expansion of Mashpee Commons:

Motion made by Selectman Sherman to nominate Selectman John J. Cotton as the Selectmen Representative to the Mashpee Commons Three-Party Development Agreement for the Proposed Expansion of Mashpee Commons.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Clarification would be obtained regarding the voting status of this designation.

NEW BUSINESS

Discussion and Approval of Race Amity Day Proclamation:

The Board of Selectmen met with Teresa Donovan to review the Proclamation naming June 13, 2021 as Race Amity Day in the Town of Mashpee. Ms. Donovan indicated that a family event is planned on June 13, 2021. Information on the event will be brought to the Board of Selectmen for approval at their next meeting.

Motion made by Selectman Gottlieb to accept the Proclamation naming June 13, 2021 as Race Amity Day in the Town of Mashpee.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Discussion and Approval of Adoption of Statement with Regard to Inclusion and Diversity:

Motion made by Selectman Gottlieb to adopt the statement of the Mashpee Inclusion and Diversity Committee (MIDC) to ensure the Town is a safe and welcoming community that embraces diversity, equity and inclusion.

Motion seconded by Selectman Weeden.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Board of Selectmen
Minutes
May 24, 2021

NEW BUSINESS

Discussion and Position on the Proposed Multi-Purpose Machine Gun Range at Joint Base Cape Cod:

The Board of Selectmen reviewed communication received from Congressman Keating's office dated April 9, 2021 requesting additional action prior to the construction of the proposed Multi-Purpose Machine Gun Range at Camp Edwards on Joint Base Cape Cod.

In addition, correspondence was reviewed from the Association to Preserve Cape Cod dated September 1, 2020 questioning the thoroughness of the Environmental Assessment and the findings of No Significant Impact on the environment. The Environmental Management Committee is expected to take action on this matter in mid-July.

Selectman Andrew R. Gottlieb in concern for the protection of the Cape's water supply recommended the Board take a position in opposition to the Multi-Purpose Machine Gun Range as proposed citing the project does not meet the standard required by State law. If the resource of drinking water is lost, it cannot be regained.

Concern was voiced with regards to the lack of public engagement. The proposed \$11.5 million Multi-Purpose Machine Gun Range project would require 170 acres of tree removal with 5,000 acres designated as Surface Danger Zones with no containment or recovery systems allowing a 1% ammunition escape. There is concern as the unrecovered metals would eventually seep into the ground water causing contamination.

Discussion followed with regards to drafting a proposed letter of concern which would include environmental impacts, noise and the lack of information regarding the proposed location. The Board motioned as follows agreeing to review the draft letter at their next meeting.

Motion made by Selectman Gottlieb to draft a letter of concern to the Environmental Management Committee of the current Multi-Machine Gun Range proposal in absence to the lack of information regarding location, the environmental impacts and noise concerns.

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

Board of Selectmen
Minutes
May 24, 2021

NEW BUSINESS

Discussion and Approval of Letter of Support of the Chatham Coast Guard Station:

The Board of Selectmen discussed the concerns of the Town of Chatham regarding the Coast Guard's decision to downgrade the operational capabilities and resources of the Small Boat Station, Chatham. This includes the status from Surf Station to Heavy Weather Station and the replacement of the surf capable 42-foot Near-shore Lifeboats with 45-foot Response Boat Medium limited to 8' seas and 30 knots of wind, no surf. It was agreed the Town of Mashpee would support the Town of Chatham.

Motion made by Selectman Gottlieb to authorize the Town Manager to submit the draft letter to Admiral Allan on behalf of the Board of Selectmen with respect to this concern.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Discussion Relative to the Grant Process: Town Manager Rodney Collins:

Town Manager Rodney C. Collins in consultation with the Director of Recreation reviewed the possibility of offering a one-time prorated payment for supervised remote learning Kids Klub Child Care employees earning less than the minimum wage. The minimum wage is \$15.50 per hour. Early education and child care services are deemed essential for return-to-work parents. Funding would derive from the Enterprise Fund, tuition-based revenue of the Kids Klub program.

Discussion followed regarding the consideration to grant fund employees with salaries under \$50,000 annually. This would be a one-time grant, part of the COVID-19 Relief reimbursement program specifically designated for child care workers. There is no direct cost to the Mashpee tax payer, and the grant would not affect the tax rate.

Motion made by Selectman Sherman to approve the one-time grant for the Kids Klub Child Care employees earning \$50,000 or less in annual income.

Motion seconded by Selectman Weeden.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

LIAISON REPORTS

EDIC: The EDIC recently met with Affordable Housing Committee and will be seeking funding from the Affordable Housing Trust to develop 108 Commercial Street for workforce housing.

Town Seal Committee: The Town Seal Committee is moving forward with designs for the new Town Seal.

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TOWN MANAGER UPDATES

Red Brook Road: The Department of Public Works is expected to meet with Conservation to address the environmental matter on Red Brook Road at the Town line. In the long term, Mashpee may be partnering with the Town of Falmouth with a grant to rectify this issue.

Memorial Day Ceremony: The Memorial Day Ceremony will be scheduled as planned on Monday, May 31, 2021 at 10:00 a.m. The service will be held at the Community Park gazebo with gatherings at the Veterans Memorial Garden.

Mosquito Control: The Town is moving forward with aerial wide mosquito spraying. There is no health reason to opt out of this program.

Fireworks: The Board of Selectmen unanimously agreed to host the annual fireworks display on July 1, 2021 (rain date is July 2, 2021) at the Mashpee Middle-High School in celebration of the 4th of July. Funds are in place. This is the date of the annual community picnic. There are no vendors or entertainment this year due to the pandemic.

REORGANIZATION OF THE BOARD:

Nomination and Election of Chair, Vice-Chair and Clerk:

The Board of Selectmen expressed sincere appreciation to Selectman John J. Cotton who served as Chairman of the Board of Selectmen during the past year under extremely challenging circumstances. His professionalism and positive attitude assisted the Town of Mashpee in moving progressively forward in a steadfast manner.

Selectman Cotton opened the nomination process for the purpose of reorganization.

Motion made by Selectman Gottlieb to nominate Selectman Carol A. Sherman to serve as Chairman of the Board of Selectmen.

The nomination was seconded by Selectman Weeden.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Motion made by Selectman Sherman to nominate Selectman David W. Weeden to serve as Vice-Chairman of the Board of Selectmen.

The nomination was seconded by Selectman Gottlieb.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

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NEW BUSINESS

REORGANIZATION OF THE BOARD:

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

Motion made by Selectman Sherman to nominate Selectman Andrew R. Gottlieb to serve as Clerk of the Board of Selectmen.

The nomination was seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Town Manager Rodney C. Collins expressed appreciation to the Board of Selectmen for their unwavering during a time of many uncertainties charting a strong course in the right direction for the benefit of the Town of Mashpee and its citizens.

EXECUTIVE SESSION

ADJOURNMENT

Discuss Strategy with Respect to Litigation Relative to an Employee Worker's Compensation Claim When an Open Meeting may have a Detrimental Effect on the Litigating Position of the Town and the Chair so Declares. (G.L. c. 30A, §21 (a) (3)):

Motion made by Selectman Gottlieb to adjourn at 8:56 p.m. to convene in Executive Session pursuant to G.L. c. 30A, §21 (a)(3) to discuss strategy with respect to litigation relating to an employee worker's compensation claim upon the Chair's declaration than an open meting may have a detrimental effect on the litigating position of the Town.

The Board will not reconvene in Open Session.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Respectfully submitted,

Kathleen M. Soares
Secretary to the Board of Selectmen

AGENDA
BOARD OF SELECTMEN
MONDAY, MAY 24, 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.mashpee.ma.gov/channel-18>

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

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

MINUTES

Approval of the following: Monday, April 26, 2021 and Monday, May 3, 2021 Regular Sessions

APPOINTMENTS & HEARINGS

- Public Comment: ****Call in Number (508) 539-1400 extension 8585****
- 6:35 pm Public Hearing: Road Taking – Chestnut Street, Cedar Street, Devon Street, Ash Street, Hawthorne Street, Gina's Way
- 6:40 pm Public Hearing: Road Taking – Cove Road
- 6:45 pm Public Hearing: Road Taking – Oldham Circle
- Discussion of Pickleball Courts: *Earnest Barrows*
- Discussion and Approval of the Following Special Event Applications, Temporary Sign Permits, One-Day Liquor Licenses:
 - Racewire Annual Beach and Back Half Marathon and 5K: Sunday, August 29, 2021: 7:30 am – 1 pm: *John Adams*
 - MHS Class of 2021 Beach Day: South Cape Beach, Thursday, June 3, 2021: 11 am – 3 pm: *Nicole Depford*
 - Head of the Ponds Regatta: Attaquin Park, Saturday, September 11, 2021: 5:30 – 10 am: *Alan Robinson*

COMMUNICATIONS & CORRESPONDENCE

OLD BUSINESS

1. Update, Discussion and Possible Action Relative to COVID-19
2. Update, Discussion and Possible Action Relative to Wastewater Project(s)
3. Update on Comcast Contract Renewal Negotiations
4. Discussion and Approval of Board of Selectmen Representative to the Mashpee Commons Three-Party Development Agreement for the Proposed Expansion of Mashpee Commons.

NEW BUSINESS

1. Discussion and Approval of Race Amity Day Proclamation
2. Discussion and Approval of Adoption of Statement with Regard to Inclusion and Diversity
3. Discussion and Position on the Proposed Multi-Purpose Machine Gun Range at Joint Base Cape Cod
4. Discussion and Approval of Letter of Support of the Chatham Coast Guard Station
5. Discussion Relative to the Grant Process: *Town Manager Rodney Collins*

LIAISON REPORTS

TOWN MANAGER UPDATES

ADDITIONAL TOPICS

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

REORGANIZATION OF THE BOARD:

Nomination and Election of Chair, Vice-Chair and Clerk

EXECUTIVE SESSION

Discuss Strategy with Respect to Litigation Relative to an Employee Worker's Compensation Claim When an Open Meeting may have a Detrimental Effect on the Litigating Position of the Town and the Chair so Declares. (G.L. c. 30A, §21 (a) (3)).

ADJOURNMENT

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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, April 26, 2021 and Monday, May 3, 2021 Regular Sessions:

**Motion made by Selectman Gottlieb to approve the Regular Session minutes of;
Monday, April 26, 2021 and Monday, May 3, 2021 as presented.**

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Cotton, yes

Selectman O'Hara, yes

Selectman Sherman, yes

Selectman Gottlieb, yes

Selectman Weeden, yes

Opposed, none

APPOINTMENTS & HEARINGS

Public Comment:

Sandra Silva 50 Davis Road, Falmouth, a member of the Coalition for Social Justice and an environmental activist advocating for the protection of Cape Cod voiced concern on the proposed machine gun range project at Camp Edwards on Joint Base Cape Cod. The 15,000-acre reserve at the base protects the largest aquifer on Cape Cod. The demand for water has increased dramatically, and it is necessary to protect the drinking water resources including the fragile habitat, the pine barrens and grasslands. The Upper Cape Water Supply Reserve at Joint Base Cape Cod is land to be restricted to protect water resources, the environment and wildlife habitat.

Ms. Silva indicated the current proposal would clear-cut 170 acres with 1/3rd of the water supply reserve to be designated as a machine gun firing zone. In concern to the social and economic effect as well as the protection of the Cape's largest aquifer Ms. Silva requested the Board of Selectmen voice concern to the Environmental Management Commission, and urge the JBCC to find more suitable solutions.

Mashpee resident Lynne Barbee echoed the comments of Ms. Silva and urged BOS to take a position in opposition to the gun range as it would have long term impact on the community. Ms. Barbee also commented on the proposed Mashpee Commons expansion project citing there has been very little opportunity for public comment. Ms. Barbee indicated there is no need to rush for the October Town Meeting for a project that would require more public input on this proposal.

A letter of concern regarding the Mashpee Commons project from Karen Faulker was duly noted and would be retained on file in the Office of the Town Manager/Board of Selectmen.

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APPOINTMENTS & HEARINGS

Public Hearing: Road Taking – Chestnut Street, Cedar Street, Devon Street, Ash Street, Hawthorne Street, Gina's Way:

The Board of Selectmen opened the Public Hearing to discuss the private to public road conversion of Chestnut Street, Cedar Street, Devon Street (partial), Ash Street (partial), Hawthorne Street (partial) and Gina's Way as shown on plans prepared by Cape & Islands Engineering dated January 28, 2021. Copies of the plan are available in the Office of the Town Manager/Board of Selectmen.

In accordance with posting procedures, the Hearing notice was read aloud into the record. Catherine Laurent, Director of Public Works was present to discuss the private to public road conversion of the referenced streets.

The estimated betterment cost is \$311,010, a cost of \$20,734 to be borne by the (15) property owners. If residents plan to move forward with the road conversion a second petition signed by at least 50% plus 1 of the affected property owners must be received by July 12, 2021 in order to be placed on the October Town Meeting warrant or by February 14, 2022 to be placed on the May Town Meeting warrant.

It was noted this road taking was petitioned by at least 50% plus 1 of the affected property owners.

Mark Harding a resident of Devon Street noted the numbers on the plans are not clear. In reviewing the easements', it appears he may lose most of his front yard. For clarification the Director of Public Works indicated the right of way was included in the layout when the neighborhood was developed. It is the purview of the Town to take the entire width of the easement when accepting a road conversion. If the road taking is accepted by the residents, the Town at this time does not intend to take the entire 40' width, but it would provide for use in the future if it is so required.

Ms. Laurent indicated there was a question from a resident of Gina's Way regarding the taking of the road. The road itself extends as a paper street to Quinaquisset Avenue. The petitioners would be required to be in agreement to include this portion of the road. Some paving would be required although it is not significant to the road taking project.

There was also a question related to the road conversion as it relates to the potential for sewerage. It was disclosed the road taking project is not included in Phase I of the clean water/wastewater plan. The subject roadway is likely to be included in Phase II projections. If the project is delayed for 4-6 years it would offset the construction estimate. This is a decision of the neighborhood.

Neil Barney of 4 Ash Street asked why the Town would propose to widen Devon Street to 40' and only 30' on Ash Street when an easement is required to be 20'. Ms. Laurent responded by stating the Town would be taking the existing right of way which extends beyond 20' to accommodate drainage and other requirements. This is the easement that is required by the Town. The actual road surface would be 22'. Mr. Barney noted that one tenth of his property would be appropriated by the Town with the taking.

Road taking project estimates are generally high. The project shall not exceed the estimate. If the project results in a higher cost, the Town assumes the difference. There are no street lights included in this project assumption.

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Public Hearing: Road Taking – Chestnut Street, Cedar Street, Devon Street, Ash Street, Hawthorne Street, Gina's Way: (continued)

Being no further comment the Board motioned as follows;

Motion made by Selectman Sherman to close the Public Hearing.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

If the applicants desire to move forward with the road taking necessary paperwork for the second petition can be obtained through the Office of the Town Manager/Board of Selectmen.

Public Hearing: Road Taking – Cove Road:

The Board of Selectmen opened the Public Hearing to discuss the private to public road conversion of Cove Road as prepared by Cape & Islands Engineering dated March 5, 2021. Copies of the plan are available in the Office of the Town Manager/Board of Selectmen. The Hearing notice was read into the record to conform to posting requirements. Catherine Laurent, Director of Public Works was present to discuss the private to public road conversion of the referenced streets.

The estimated betterment cost is \$229,398.75, a cost of \$19,116.57 to be borne by the (12) property owners. If residents plan to move forward with the road conversion a second petition signed by at least 50% plus 1 of the affected property owners must be received by July 12, 2021 in order to be placed on the October Town Meeting warrant or by February 14, 2022 to be placed on the May Town Meeting warrant.

It was noted this road taking was petitioned by at least 50% plus 1 of the affected property owners.

William Petrone a resident of 75 Cove Road stated the road type in his opinion is public. The road as it currently exists is paved and ends at a cul de sac. A portion of this road is unpaved. Why would he want to be involved in fixing the unpaved portion of the road to allow the public to drive past his home?

Ms. Laurent responded by stating the road in its entirety is private. To bring the road to Town standards it is necessary to prepare the road, conduct drainage requirements and widen as necessary for safety response. The petition requires a minimum of 50% plus 1 of the affected property owners to modify the project and to move the project forward to Town Meeting.

For clarification purposes it was disclosed the unpaved section of Cove Road lies within the Town of Sandwich.

Stephanie Rhea of 59 Cove Road noted the former owner of the property is listed on the plan. Ms. Rhea stated the project as outlined would disrupt a portion of her property that has been improved by landscape. The Public Works Director indicated the section of the road in this area is a wider width. With the exception of drainage within the right of way, work should be minimal. Generally, plant material is not replaced by the Town, but can be moved and replanted if necessary.

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Public Hearing: Road Taking – Cove Road: (continued)

Comments from 59 Cove Road conveyed the paved road was formally a cul de sac. If the road was taken it may cause increased traffic in the neighborhood. For clarification it was disclosed the petition for the road taking was brought to the Town by the residents. For the project to move forward 50% plus 1 of the affected property owners must present a second petition to move the project forward to Town Meeting for approval.

A Cove Road residents commented on the misconception with regards to this project stating it is not about paving the unpaved section, it is about bringing the road to Mashpee standards by code to allow the road to be plowed and to correct drainage deficiencies. This project is for the Mashpee portion of the road, and not the dirt road which lies in the Town of Sandwich.

Specifics on the plan and the requirements for road takings can be obtained through the Office of the Town Manager/Board of Selectmen. In closing it was revealed the cul de sac is proposed to be removed under the plan. In the original subdivision plan the cul de sac was intended to be temporary. Under the new plan the cul de sac property would revert back to the property owners.

Motion made by Selectman Gottlieb to close the Public Hearing.

Motion seconded by Selectman Sherman.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Public Hearing: Road Taking – Oldham Circle:

The Board of Selectmen opened the Public Hearing to discuss the private to public road conversion of Oldham Circle as prepared by Cape & Islands Engineering dated December 20, 2021. Copies of the plan are available in the Office of the Town Manager/Board of Selectmen.

In accordance with posting procedures, the Hearing notice was read aloud into the record. Catherine Laurent, Director of Public Works was present to discuss the private to public road conversion of the referenced streets.

The estimated betterment cost is \$387,906.75, a cost of \$55,415.25 to be borne by the (7) property owners. If residents plan to move forward with the road conversion a second petition signed by at least 50% plus 1 of the affected property owners must be received by July 12, 2021 in order to be placed on the October Town Meeting warrant or by February 14, 2022 to be placed on the May Town Meeting warrant.

There was no public comment. It was disclosed the cost estimate is high as the series of retaining walls on the south side need to be replaced with drainage systems installed. This was not intended to be long term.

Motion made by Selectman Gottlieb to close the Public Hearing.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

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APPOINTMENTS & HEARINGS

Discussion of Pickleball Courts: Earnest Barrows:

Ernest Barrows discussed his ongoing concern regarding the Pickleball Courts. Mr. Barrows indicated the noise level has not changed. It has been nearly three years, and the noise is getting louder. He suggested the Town consider enclosing the courts to mitigate the sound.

The Board of Selectmen in dismay indicated the Town has been receptive to the concerns of Mr. Barrows, and has made several good faith attempts to mitigate the sound emanating from the Pickleball Courts. This includes the installation of a sound barrier, increasing the vegetation buffer and reducing the hours of operation.

The mitigation measures were obtained from a study in the Town of Punta Gorda, Florida referenced by Mr. Barrows to assist in the mitigation of the sound. The Town's Recreation Director has been involved in the improvements to lessen the noise impacts to the neighbor of reference. It was agreed results of the study and documents associated to the improvements would be forwarded to Mr. Barrows for additional review.

It was noted there was a recent incident of fireworks in the neighborhood. Mr. Barrows did not offer comment with respect to this regard.

Discussion and Approval of the Following Special Event Applications, Temporary Sign Permits, One-Day Liquor Licenses:

Racewire Annual Beach and Back Half Marathon and 5K: Sunday, August 29, 2021: 7:30 am – 1 pm: John Adams:

The Board of Selectmen met with John Adams to review the Special Event Application, Temporary Sign Permit and One Day Liquor License for the Annual Beach and Back Half Marathon and 5k hosted by Racewire. The event is planned on Sunday, August 29, 2021 from 7:30 a.m. to 1:00 p.m.

The marathon will begin and end at the intersection of Donna's Lane and Great Neck Road South. Mile marker signs 23"x36" would be placed along the race route. A post-race celebration will follow the conclusion of the race at Mashpee Commons. It is estimated that 1,000 runners will participate in this event.

All necessary approvals have been obtained from regulatory officials for the 4th annual event.

Motion made by Selectman Gottlieb to approve the Special Event Application of Racewire to include a Temporary Sign Permit and One Day Liquor License for the Annual Beach and Back Half Marathon and 5k as presented.

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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APPOINTMENTS & HEARINGS

MHS Class of 2021 Beach Day: South Cape Beach, Thursday, June 3, 2021: 11 am – 3 pm: Nicole Depford:

The Board of Selectmen met with Nicole Depford to review the Special Event Application for the Mashpee High School Class of 2021 Beach Day scheduled to be held on Thursday, June 3, 2021 from 11:00 a.m. to 3:00 p.m. on the Town side of South Cape Beach.

The application has been approved by the regulatory officials for this special event. It was noted the beach is not officially opened for the 2021 season.

Motion made by Selectman Gottlieb to approve the Special Event Application of the Mashpee High School Class of 2021 for the Beach Day as referenced.

Motion seconded by Selectman Weeden.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Head of the Ponds Regatta: Attaquin Park, Saturday, September 11, 2021: 5:30 – 10 am: Alan Robinson:

A Special Event application was received from Alan Robinson for the 2021 Head of the Ponds Regatta hosted by All-American Rowing. This is a second annual event proposed to be held on Saturday, September 11, 2021 with a rain date of September 12, 2021 from 5:30 a.m. to 10:00 a.m. at Mashpee-Wakey Pond and Attaquin Park.

It is expected that 60 sailors would attend the invitation only event limiting entries to experienced scullers with head racing experience. The elite rowing camp is led by three-time Olympian Jim Dietz and Mark Wilson.

Motion made by Selectman Gottlieb to approve the Special Event Application for the 2021 Annual Head of the Ponds Regatta.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

COMMUNICATIONS & CORRESPONDENCE

Comment regarding Election Process: Members of Mashpee Boards and Committees tend to make the Town of Mashpee the best it can be. However, this past election process was extremely toxic and offensive with candidates operating for self-interest. Those wishing to run on their merits are requested to be mature and respectful of other opinions and beliefs. Toxic behaviors if they continue would deteriorate the Town's election process bringing forth less citizens willing to vote and less candidates offering their service.

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OLD BUSINESS

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

As per Governor Charles D. Baker's executive order, the State of Emergency will end on June 15, 2021.

With limited exceptions, all COVID-19 restrictions will be rescinded in Massachusetts on May 29, 2021. All businesses will be able to open in full capacity with gathering limits no longer in effect. Although there is a facing covering advisory, fully vaccinated individuals are not required to use facial masks with the exception of certain circumstances such as indoor public locations such as supermarkets and shopping malls.

Town Manager Rodney C. Collins indicated the Mashpee Town Hall will re-open to the public on Tuesday, June 1, 2021. Those entering the Mashpee Town Hall will be requested to social distance and wear facial coverings until at least June 15, 2021. Health data is continually under review.

Questions or comments may be directed to the Town Manager.

With regards to outdoor dining, it was recommended the Town offer support to the local business community by requesting an extension of outdoor dining provisions for local restaurants. During the pandemic special permission was given for outdoor dining until August 16, 2021. It was agreed it was important to convey to the legislative delegation the Town's support to extend the outdoor dining at least through October and to consider outdoor dining as a future option.

Motion made by Selectman Gottlieb to convey this concern to Governor Charles D. Baker, and request an extension for outdoor dining.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

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

It was announced the new Town Engineer is scheduled to start work on June 7, 2021. A small introduction reception will be held at the Mashpee Town Hall, coffee and light refreshments.

Town Manager Rodney C. Collins and the Board of Selectmen expressed sincere appreciation to Selectman Andrew R. Gottlieb for his initiatives to assist the Town in moving forward with the clean water initiative. Other Cape towns are taking similar strides for advancement in this area.

The professionalism of the Communications Consultant was deemed worthy to educate and to clearly inform the voters on the actions regarding the clean water plan. A well-informed public makes a difference. It was agreed the consultant would be included in future action plans.

Selectman Andrew R. Gottlieb will be donating the domain "Clean Water" to the Town of Mashpee.

Board of Selectmen
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OLD BUSINESS

Update on Comcast Contract Renewal Negotiations:

A tentative meeting is scheduled to be held on Wednesday, June 02, 2021 at 3 p.m.

Discussion and Approval of Board of Selectmen Representative to the Mashpee Commons Three-Party Development Agreement for the Proposed Expansion of Mashpee Commons:

Motion made by Selectman Sherman to nominate Selectman John J. Cotton as the Selectmen Representative to the Mashpee Commons Three-Party Development Agreement for the Proposed Expansion of Mashpee Commons.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Clarification would be obtained regarding the voting status of this designation.

NEW BUSINESS

Discussion and Approval of Race Amity Day Proclamation:

The Board of Selectmen met with Teresa Donovan to review the Proclamation naming June 13, 2021 as Race Amity Day in the Town of Mashpee. Ms. Donovan indicated that a family event is planned on June 13, 2021. Information on the event will be brought to the Board of Selectmen for approval at their next meeting.

Motion made by Selectman Gottlieb to accept the Proclamation naming June 13, 2021 as Race Amity Day in the Town of Mashpee.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Discussion and Approval of Adoption of Statement with Regard to Inclusion and Diversity:

Motion made by Selectman Gottlieb to adopt the statement of the Mashpee Inclusion and Diversity Committee (MIDC) to ensure the Town is a safe and welcoming community that embraces diversity, equity and inclusion.

Motion seconded by Selectman Weeden.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

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NEW BUSINESS

Discussion and Position on the Proposed Multi-Purpose Machine Gun Range at Joint Base Cape Cod:

The Board of Selectmen reviewed communication received from Congressman Keating's office dated April 9, 2021 requesting additional action prior to the construction of the proposed Multi-Purpose Machine Gun Range at Camp Edwards on Joint Base Cape Cod.

In addition, correspondence was reviewed from the Association to Preserve Cape Cod dated September 1, 2020 questioning the thoroughness of the Environmental Assessment and the findings of No Significant Impact on the environment. The Environmental Management Committee is expected to take action on this matter in mid-July.

Selectman Andrew R. Gottlieb in concern for the protection of the Cape's water supply recommended the Board take a position in opposition to the Multi-Purpose Machine Gun Range as proposed citing the project does not meet the standard required by State law. If the resource of drinking water is lost, it cannot be regained.

Concern was voiced with regards to the lack of public engagement. The proposed \$11.5 million Multi-Purpose Machine Gun Range project would require 170 acres of tree removal with 5,000 acres designated as Surface Danger Zones with no containment or recovery systems allowing a 1% ammunition escape. There is concern as the unrecovered metals would eventually seep into the ground water causing contamination.

Discussion followed with regards to drafting a proposed letter of concern which would include environmental impacts, noise and the lack of information regarding the proposed location. The Board motioned as follows agreeing to review the draft letter at their next meeting.

Motion made by Selectman Gottlieb to draft a letter of concern to the Environmental Management Committee of the current Multi-Machine Gun Range proposal in absence to the lack of information regarding location, the environmental impacts and noise concerns.

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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NEW BUSINESS

Discussion and Approval of Letter of Support of the Chatham Coast Guard Station:

The Board of Selectmen discussed the concerns of the Town of Chatham regarding the Coast Guard's decision to downgrade the operational capabilities and resources of the Small Boat Station, Chatham. This includes the status from Surf Station to Heavy Weather Station and the replacement of the surf capable 42-foot Near-shore Lifeboats with 45-foot Response Boat Medium limited to 8' seas and 30 knots of wind, no surf. It was agreed the Town of Mashpee would support the Town of Chatham.

Motion made by Selectman Gottlieb to authorize the Town Manager to submit the draft letter to Admiral Allan on behalf of the Board of Selectmen with respect to this concern.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Discussion Relative to the Grant Process: Town Manager Rodney Collins:

Town Manager Rodney C. Collins in consultation with the Director of Recreation reviewed the possibility of offering a one-time prorated payment for supervised remote learning Kids Klub Child Care employees earning less than the minimum wage. The minimum wage is \$15.50 per hour. Early education and child care services are deemed essential for return-to-work parents. Funding would derive from the Enterprise Fund, tuition-based revenue of the Kids Klub program.

Discussion followed regarding the consideration to grant fund employees with salaries under \$50,000 annually. This would be a one-time grant, part of the COVID-19 Relief reimbursement program specifically designated for child care workers. There is no direct cost to the Mashpee tax payer, and the grant would not affect the tax rate:

Motion made by Selectman Sherman to approve the one-time grant for the Kids Klub Child Care employees earning \$50,000 or less in annual income.

Motion seconded by Selectman Weeden.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

LIAISON REPORTS

EDIC: The EDIC recently met with Affordable Housing Committee and will be seeking funding from the Affordable Housing Trust to develop 108 Commercial Street for workforce housing.

Town Seal Committee: The Town Seal Committee is moving forward with designs for the new Town Seal.

Board of Selectmen
Minutes
May 24, 2021

TOWN MANAGER UPDATES

Red Brook Road: The Department of Public Works is expected to meet with Conservation to address the environmental matter on Red Brook Road at the Town line. In the long term, Mashpee may be partnering with the Town of Falmouth with a grant to rectify this issue.

Memorial Day Ceremony: The Memorial Day Ceremony will be scheduled as planned on Monday, May 31, 2021 at 10:00 a.m. The service will be held at the Community Park gazebo with gatherings at the Veterans Memorial Garden.

Mosquito Control: The Town is moving forward with aerial wide mosquito spraying. There is no health reason to opt out of this program.

Fireworks: The Board of Selectmen unanimously agreed to host the annual fireworks display on July 1, 2021 (rain date is July 2, 2021) at the Mashpee Middle-High School in celebration of the 4th of July. Funds are in place. This is the date of the annual community picnic. There are no vendors or entertainment this year due to the pandemic.

REORGANIZATION OF THE BOARD:

Nomination and Election of Chair, Vice-Chair and Clerk:

The Board of Selectmen expressed sincere appreciation to Selectman John J. Cotton who served as Chairman of the Board of Selectmen during the past year under extremely challenging circumstances. His professionalism and positive attitude assisted the Town of Mashpee in moving progressively forward in a steadfast manner.

Selectman Cotton opened the nomination process for the purpose of reorganization.

Motion made by Selectman Gottlieb to nominate Selectman Carol A. Sherman to serve as Chairman of the Board of Selectmen.

The nomination was seconded by Selectman Weeden.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Motion made by Selectman Sherman to nominate Selectman David W. Weeden to serve as Vice-Chairman of the Board of Selectmen.

The nomination was seconded by Selectman Gottlieb.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Board of Selectmen
Minutes
May 24, 2021

NEW BUSINESS

REORGANIZATION OF THE BOARD:

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

Motion made by Selectman Sherman to nominate Selectman Andrew R. Gottlieb to serve as Clerk of the Board of Selectmen.

The nomination was seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Town Manager Rodney C. Collins expressed appreciation to the Board of Selectmen for their unwavering during a time of many uncertainties charting a strong course in the right direction for the benefit of the Town of Mashpee and its citizens.

EXECUTIVE SESSION

ADJOURNMENT

Discuss Strategy with Respect to Litigation Relative to an Employee Worker's Compensation Claim When an Open Meeting may have a Detrimental Effect on the Litigating Position of the Town and the Chair so Declares. (G.L. c. 30A, §21 (a) (3)):

Motion made by Selectman Gottlieb to adjourn at 8:56 p.m. to convene in Executive Session pursuant to G.L. c. 30A, §21 (a)(3) to discuss strategy with respect to litigation relating to an employee worker's compensation claim upon the Chair's declaration than an open meting may have a detrimental effect on the litigating position of the Town.

The Board will not reconvene in Open Session.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

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

Respectfully submitted,

Kathleen M. Soares
Secretary to the Board of Selectmen

Board of Selectmen
Minutes
May 24, 2021

ADJOURNMENT

Motion made by Selectman Gottlieb to adjourn at 9:03 p.m.

Motion seconded by Selectman Sherman.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Cotton, yes

Selectman O'Hara, yes

Selectman Sherman, yes

Selectman Gottlieb, yes

Selectman Weeden, yes

Opposed, none

Respectfully submitted,

Kathleen M. Soares

Secretary to the Board of Selectmen



TOWN OF MASHPEE


OFFICE OF SELECTMEN

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

MEMORANDUM

Date: May 3, 2021

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

From: Stephanie A. Coleman, Administrative Secretary 

Re: Liquor License Amendment Application – New Seabury Resources Management, Inc.

Description

Discussion and approval of the License Amendment Application of New Seabury Resources Management, Inc. for a Change of Corporate Name from New Seabury Resources Management, Inc. to NS Beach Club LLC. The application for this type of amendment does not require a public hearing.

Background

Attached for your review are the Liquor License Amendment Applications for New Seabury Resources Management, Inc. dba The Lure, Popponesset Inn, New Seabury Country Club and New Seabury Athletic Club and Pool. The applicant is requesting a Change of Corporate Name from New Seabury Resources Management, Inc. to NS Beach Club LLC.



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

APPLICATION FOR AMENDMENT-Change of Business Entity Information 2021 MAY 26 PM 9:13

☒ **Change of Corporate Name**

☐ **Change of DBA**

- DOR Certificate of Good Standing (Req. for Chg of Corp Name only)
- DUA Certificate of Compliance (Req. for Chg of Corp Name only)
- Change of Corporate Name/DBA Application
- Vote of the Entity
- Payment Receipt (Req. for Chg of Corp Name only)
- Business Structure Documents
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

☐ **Change of Corporate Structure**

- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Corporate Structure Application
- Vote of the Entity
- Payment Receipt
- Business Structure Documents
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

1. BUSINESS ENTITY INFORMATION

Entity Name

Municipality

ABCC License Number

New Seabury Resources Management, Inc

Mashpee

00081-RS-0670

Please provide a narrative overview of the transaction(s) being applied for.

Change in corporate name from New Seabury Resources Management, Inc. to NS Beach Club LLC

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. CHANGES TO BUSINESS ENTITY INFORMATION

2a. Change of Corporate Name

Last-Approved Corporate Name:

New Seabury Resources Management, Inc

Requested New Corporate Name:

NS Beach Club LLC

Last-Approved DBA:

Requested New DBA:

2b. Change of DBA

2c. Change of Corporate Structure

LLC, Corporation, Sole Proprietor, etc

Last-Approved Corporate Structure

Requested New Corporate Structure

Signature:

Date:

3/14/21

Title:

President

APPLICANT'S STATEMENT

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

of NS Beach Club LLC
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:

5/14/21

Title:

President

CORPORATE VOTE

The Board of Directors or LLC Managers of

NS Beach Club LLC

Entity Name

duly voted to apply to the Licensing Authority of

Mashpee

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

05/12/2021

Date of Meeting

For the following transactions (Check all that apply):

- ☒ Change Corporate Name
☐ Change Corporate Structure (i.e. Corp / LLC)
☐ Change of DBA
☐ 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

Sue Hoover

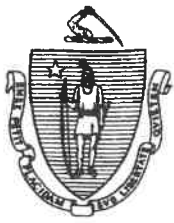
(Print Name)

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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

APPLICATION FOR AMENDMENT-Change of Business Entity Information

DO NOT MAKE PAYMENT OR COMPLETE THIS FORM FOR CHANGE OF DBA AMENDMENT
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)

00081-RS-0670

ENTITY/ LICENSEE NAME New Seabury Resources Management, Inc

ADDRESS 22 Seaneast 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 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 checked="" 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/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
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

OPERATING AGREEMENT

OF

NS BEACH CLUB LLC


This Operating Agreement is made on the date set forth below by the undersigned member pursuant to and in accordance with the Delaware Limited Liability Company Act (the "Act").

1. Formation; Name. The limited liability company (the "Company") was formed on August 9, 2011 upon the filing of the certificate of limited liability Company in the office of the Secretary of State of the State of Delaware in accordance with the Act. The name of the Company is "NS BEACH CLUB LLC" and all business shall be conducted under that name.
2. Purpose. The purpose for which the Company has been formed is to engage in any lawful act or activity which the member may from time to time determine.
3. Registered Office and Registered Agent. The registered office of the Company in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. The name and address of the registered agent for service of process on the Company in the State of Delaware is the Corporation Service Company at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.
4. Admission. Upon execution and delivery of this Operating Agreement, American Entertainment Properties Corp., a Delaware corporation, is admitted as the initial member (the "Member") of the Company. The Member shall not be required to make any capital contribution to the Company but may make capital contributions from time to time.
5. Resignation of the Member. The Member may resign from the Company at any time.
6. Management of the Company. The business and affairs of the Company shall be conducted by the member. The Member hereby appoints the persons listed on Schedule I as the initial officers of the Company, to perform any function that the Member is authorized to perform (including, without limitation, executing any instrument, agreement or document that the Member is authorized to execute). Such execution shall be deemed to constitute a proper approval of the same by the Member. The Member may at any time appoint one or more managers to conduct the business and affairs of the Company and may dismiss a manager or managers at any time. In addition, any manager may resign at any time for any reason.
7. Assignment of Interest. The Member may assign all or any portion of its membership interest in the Company to any person ("Assignee"). Each Assignee shall become a Member of the Company upon the occurrence of such assignment and shall have all of the rights and powers and shall be subject to all of the duties and obligations of a Member from and after the time of such assignment.
8. Title to Property. Title to any property (whether real, personal or mixed) owned by or leased to the Company shall be held in the name of the Company, or in the name of any nominee the Member may in its discretion designate.

9. Profits and Losses. All profits and losses of the Company shall be allocated to the Member. The Member shall not be liable for any debts or losses of the Company beyond the aggregate amount of its capital contribution, except as otherwise required by law. The company shall be treated as a disregarded entity for income tax purposes.
10. Distributions. At such times as determined by the Member, the Member shall cause the Company to distribute to the Member any cash or property held by it which is neither reasonably necessary for the operation of the Company nor in violation of the Act. The Member shall be liable to the Company for distributions made pursuant to this Section 10 only to the extent now or hereafter provided by the Act.
11. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the occurrence of an event of dissolution of the Company under the Act.
12. Amendment. This Operating Agreement may be amended only in writing.
13. Application of Delaware Law. This Operating Agreement and the application of interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Delaware, and specifically the Act.
14. Taxable Year. The taxable year of the Company shall be the calendar year.
15. No Third Party Beneficiaries. No person, other than the Member, shall have any rights hereunder.
-
16. Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

IN WITNESS WHEREOF, the undersigned has caused the execution of this Operating Agreement of NS BEACH CLUB LLC as of this 9th day of August 2011.

AMERICAN ENTERTAINMENT PROPERTIES CORP.



Dominick Ragone, Chief Financial Officer

SCHEDULE I

OFFICERS

<u>Name</u>	<u>Title</u>
Bruce Osterhoudt	Manager; President
Alan D. Reese	Manager; Vice President
Wayne L. Spencer	Manager; Vice President; Controller and Secretary
Stephen T. Brennan	Manager; Vice President of Resort

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"NEW SEABURY BEACH CLUB LLC", A DELAWARE LIMITED LIABILITY COMPANY,


WITH AND INTO "NS BEACH CLUB LLC" UNDER THE NAME OF "NS BEACH CLUB LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTY-FIRST DAY OF OCTOBER, A.D. 2011, AT 3:51 O'CLOCK P.M.

5022400 8100M

111151424

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9126526

DATE: 10-31-11

**STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC LIMITED LIABILITY COMPANIES**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Act, the undersigned limited liability company executed the following Certificate of Merger:

FIRST: The name of the surviving limited liability company is

NS BEACH CLUB LLC

and the name of the limited liability company being merged into this surviving limited liability company is NEW SEABURY BEACH CLUB LLC

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent limited liability companies.

THIRD: The name of the surviving limited liability company is

NS BEACH CLUB LLC

FOURTH: The merger is to become effective on OCTOBER 31, 2011

FIFTH: The Agreement of Merger is on file at 445 HAMILTON AVENUE,
SUITE 1210, WHITE PLAINS, NY 10601

the place of business of the surviving limited liability company.

SIXTH: A copy of the Agreement of Merger will be furnished by the surviving limited liability company on request, without cost, to any member of the constituent limited liability companies.

IN WITNESS WHEREOF, said surviving limited liability company has caused this certificate to be signed by an authorized person, the 31ST day of OCTOBER, A.D., 2011.

By: 

Authorized Person

Name: Bruce Osterhoudt

Print or Type

Title: President

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 #: bdb68d61-1bf2-4d59-87cc-6d60afa3378a

Description	Applicant, License, or Registration Number	Amount
FILING FEES-RETAIL	New Seabury Resources Management Inc	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Total Amount Paid: \$204.70

Date Paid: 5/13/2021 4:21:17 PM EDT

Payment On Behalf Of

License Number or Business Name:
New Seabury Resources Management, Inc

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Christopher

Last Name:
CARD

Address:

City:
JUPITER

State:
FL

Zip Code:
33458

Email Address:



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

APPLICATION FOR AMENDMENT-Change of Business Entity Information 2021 MAY 26 AM 9:11

☒ **Change of Corporate Name**

☐ **Change of DBA**

- DOR Certificate of Good Standing (Req. for Chg of Corp Name only)
- DUA Certificate of Compliance (Req. for Chg of Corp Name only)
- Change of Corporate Name/DBA Application
- Vote of the Entity
- Payment Receipt (Req. for Chg of Corp Name only)
- Business Structure Documents
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

☐ **Change of Corporate Structure**

- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Corporate Structure Application
- Vote of the Entity
- Payment Receipt
- Business Structure Documents
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

1. BUSINESS ENTITY INFORMATION

Entity Name

New Seabury Resources Management, Inc

Municipality

Mashpee

ABCC License Number

000003-RS-0670

Please provide a narrative overview of the transaction(s) being applied for.

Change in corporate name from New Seabury Resources Management, Inc to NS Beach Club LLC

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

2. CHANGES TO BUSINESS ENTITY INFORMATION

2a. Change of Corporate Name

Last-Approved Corporate Name:

New Seabury Resources Management, Inc

Requested New Corporate Name:

NS Beach Club LLC

2b. Change of DBA

Last-Approved DBA:

Requested New DBA:

2c. Change of Corporate Structure

Last-Approved Corporate Structure

Requested New Corporate Structure

LLC, Corporation, Sole Proprietor, etc

Signature:

[Handwritten Signature]

Date:

5/14/21

Title:

President

APPLICANT'S STATEMENT

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

of NS Beach Club LLC
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;
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- (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:

5/14/21

Title:

President

CORPORATE VOTE

The Board of Directors or LLC Managers of

NS Beach Club LLC

Entity Name

duly voted to apply to the Licensing Authority of

Mashpee

City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

05/12/2021

Date of Meeting

For the following transactions (Check all that apply):

- ☒ Change Corporate Name
- ☐ Change Corporate Structure (i.e. Corp / LLC)
- ☐ Change of DBA
- ☐ Other

"VOTED: To authorize

Christopher D. Card

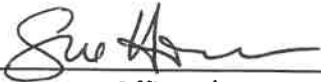
Name of Person

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,

For Corporations ONLY

A true copy attest,



Corporate Officer /LLC Manager Signature

Corporation Clerk's Signature

Sue Hoover

(Print Name)

(Print Name)



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

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

APPLICATION FOR AMENDMENT-Change of Business Entity Information

DO NOT MAKE PAYMENT OR COMPLETE THIS FORM FOR CHANGE OF DBA AMENDMENT
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)

00003-RS-0670

ENTITY/ LICENSEE NAME New Seabury Resources Management, Inc.

ADDRESS 22 Seaneast 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 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 checked="" 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/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
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**

OPERATING AGREEMENT
OF
NS BEACH CLUB LLC


This Operating Agreement is made on the date set forth below by the undersigned member pursuant to and in accordance with the Delaware Limited Liability Company Act (the "Act").

1. Formation; Name. The limited liability company (the "Company") was formed on August 9, 2011 upon the filing of the certificate of limited liability Company in the office of the Secretary of State of the State of Delaware in accordance with the Act. The name of the Company is "NS BEACH CLUB LLC" and all business shall be conducted under that name.
2. Purpose. The purpose for which the Company has been formed is to engage in any lawful act or activity which the member may from time to time determine.
3. Registered Office and Registered Agent. The registered office of the Company in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. The name and address of the registered agent for service of process on the Company in the State of Delaware is the Corporation Service Company at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.
4. Admission. Upon execution and delivery of this Operating Agreement, American Entertainment Properties Corp., a Delaware corporation, is admitted as the initial member (the "Member") of the Company. The Member shall not be required to make any capital contribution to the Company but may make capital contributions from time to time.
5. Resignation of the Member. The Member may resign from the Company at any time.
6. Management of the Company. The business and affairs of the Company shall be conducted by the member. The Member hereby appoints the persons listed on Schedule I as the initial officers of the Company, to perform any function that the Member is authorized to perform (including, without limitation, executing any instrument, agreement or document that the Member is authorized to execute). Such execution shall be deemed to constitute a proper approval of the same by the Member. The Member may at any time appoint one or more managers to conduct the business and affairs of the Company and may dismiss a manager or managers at any time. In addition, any manager may resign at any time for any reason.
7. Assignment of Interest. The Member may assign all or any portion of its membership interest in the Company to any person ("Assignee"). Each Assignee shall become a Member of the Company upon the occurrence of such assignment and shall have all of the rights and powers and shall be subject to all of the duties and obligations of a Member from and after the time of such assignment.
8. Title to Property. Title to any property (whether real, personal or mixed) owned by or leased to the Company shall be held in the name of the Company, or in the name of any nominee the Member may in its discretion designate.

9. Profits and Losses. All profits and losses of the Company shall be allocated to the Member. The Member shall not be liable for any debts or losses of the Company beyond the aggregate amount of its capital contribution, except as otherwise required by law. The company shall be treated as a disregarded entity for income tax purposes.
10. Distributions. At such times as determined by the Member, the Member shall cause the Company to distribute to the Member any cash or property held by it which is neither reasonably necessary for the operation of the Company nor in violation of the Act. The Member shall be liable to the Company for distributions made pursuant to this Section 10 only to the extent now or hereafter provided by the Act.
11. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the occurrence of an event of dissolution of the Company under the Act.
12. Amendment. This Operating Agreement may be amended only in writing.
13. Application of Delaware Law. This Operating Agreement and the application of interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Delaware, and specifically the Act.
14. Taxable Year. The taxable year of the Company shall be the calendar year.
15. No Third Party Beneficiaries. No person, other than the Member, shall have any rights hereunder.
-
16. Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

IN WITNESS WHEREOF, the undersigned has caused the execution of this Operating Agreement of NS BEACH CLUB LLC as of this 9th day of August 2011.

AMERICAN ENTERTAINMENT PROPERTIES CORP.



Dominick Ragone, Chief Financial Officer

SCHEDULE I

OFFICERS

Name

Title

Bruce Osterhoudt

Manager; President

Alan D. Reese

Manager; Vice President

Wayne L. Spencer

Manager; Vice President; Controller and Secretary

Stephen T. Brennan

Manager; Vice President of Resort

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"NEW SEABURY BEACH CLUB LLC", A DELAWARE LIMITED LIABILITY COMPANY,

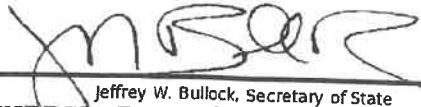
WITH AND INTO "NS BEACH CLUB LLC" UNDER THE NAME OF "NS BEACH CLUB LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTY-FIRST DAY OF OCTOBER, A.D. 2011, AT 3:51 O'CLOCK P.M.

5022400 8100M

111151424

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9126526

DATE: 10-31-11

**STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC LIMITED LIABILITY COMPANIES**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Act, the undersigned limited liability company executed the following Certificate of Merger:

FIRST: The name of the surviving limited liability company is

NS BEACH CLUB LLC

and the name of the limited liability company being merged into this surviving limited liability company is NEW SEABURY BEACH CLUB LLC

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent limited liability companies.

THIRD: The name of the surviving limited liability company is

NS BEACH CLUB LLC

FOURTH: The merger is to become effective on OCTOBER 31, 2011

FIFTH: The Agreement of Merger is on file at 445 HAMILTON AVENUE,
SUITE 1210, WHITE PLAINS, NY 10601

the place of business of the surviving limited liability company.

SIXTH: A copy of the Agreement of Merger will be furnished by the surviving limited liability company on request, without cost, to any member of the constituent limited liability companies.

IN WITNESS WHEREOF, said surviving limited liability company has caused this certificate to be signed by an authorized person, the 31ST day of OCTOBER, A.D., 2011.

By: 

Authorized Person

Name: Bruce Osterhoudt

Print or Type

Title: President

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 #: cf8d128c-4649-4651-8e27-3ad996fc939c

Description	Applicant, License or Registration Number	
FILING FEES-RETAIL	New Seabury Resources Management Inc.	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Total Amount Paid: \$204.70

Date Paid: 5/13/2021 4:01:03 PM EDT

Payment On Behalf Of

License Number or Business Name:

New Seabury Resources Management, Inc.

Fee Type:

FILING FEES-RETAIL

Billing Information

First Name:

Christopher

Last Name:

CARD

Address:

City:

JUPITER

State:

FL

Zip Code:

33458

Email Address:



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

APPLICATION FOR AMENDMENT-Change of Business Entity/Information 2021 MAY 26 AM 9:14

☒ **Change of Corporate Name**

☐ **Change of DBA**

- DOR Certificate of Good Standing (Req. for Chg of Corp Name only)
- DUA Certificate of Compliance (Req. for Chg of Corp Name only)
- Change of Corporate Name/DBA Application
- Vote of the Entity
- Payment Receipt (Req. for Chg of Corp Name only)
- Business Structure Documents
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

☐ **Change of Corporate Structure**

- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Corporate Structure Application
- Vote of the Entity
- Payment Receipt
- Business Structure Documents
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

1. BUSINESS ENTITY INFORMATION

Entity Name

Municipality

ABCC License Number

New Seabury Resources Management, Inc

Mashpee

0051-HT-0670

Please provide a narrative overview of the transaction(s) being applied for.

Change in corporate name from New Seabury Resources Management, Inc. to NS Beach Club LLC

APPLICATION CONTACT

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

Name

Title

Email

Phone

Alyson Anketell

admininstrator

2. CHANGES TO BUSINESS ENITIY INFORMATION

2a. Change of Corporate Name

Last-Approved Corporate Name:

New Seabury Resources Management, Inc

Requested New Corporate Name:

NS Beach Club LLC

Last-Approved DBA:

Requested New DBA:

2b. Change of DBA

2c. Change of Corporate Structure

Last-Approved Corporate Structure

Requested New Corporate Structure

LLC, Corporation, Sole Proprietor, etc

Signature:

Title:

Date:

5/14/21

President

APPLICANT'S STATEMENT

I, Christopher D. Card the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager
Authorized Signatory
of NS Beach Club LLC
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:

Christopher D. Card

Date:

5/14/21

Title:

President

CORPORATE VOTE

The Board of Directors or LLC Managers of

NS Beach Club LLC

Entity Name

duly voted to apply to the Licensing Authority of

Mashpee

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

05/12/2021

Date of Meeting

For the following transactions (Check all that apply):

- ☒ Change Corporate Name
☐ Change Corporate Structure (i.e. Corp / LLC)
☐ Change of DBA
☐ 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

Sue Hoover
(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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

APPLICATION FOR AMENDMENT-Change of Business Entity Information

DO NOT MAKE PAYMENT OR COMPLETE THIS FORM FOR CHANGE OF DBA AMENDMENT
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 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 checked="" 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/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other | | <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

OPERATING AGREEMENT
OF
NS BEACH CLUB LLC

This Operating Agreement is made on the date set forth below by the undersigned member pursuant to and in accordance with the Delaware Limited Liability Company Act (the "Act").

1. Formation; Name. The limited liability company (the "Company") was formed on August 9, 2011 upon the filing of the certificate of limited liability Company in the office of the Secretary of State of the State of Delaware in accordance with the Act. The name of the Company is "NS BEACH CLUB LLC" and all business shall be conducted under that name.
2. Purpose. The purpose for which the Company has been formed is to engage in any lawful act or activity which the member may from time to time determine.
3. Registered Office and Registered Agent. The registered office of the Company in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. The name and address of the registered agent for service of process on the Company in the State of Delaware is the Corporation Service Company at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.
4. Admission. Upon execution and delivery of this Operating Agreement, American Entertainment Properties Corp., a Delaware corporation, is admitted as the initial member (the "Member") of the Company. The Member shall not be required to make any capital contribution to the Company but may make capital contributions from time to time.
5. Resignation of the Member. The Member may resign from the Company at any time.
6. Management of the Company. The business and affairs of the Company shall be conducted by the member. The Member hereby appoints the persons listed on Schedule I as the initial officers of the Company, to perform any function that the Member is authorized to perform (including, without limitation, executing any instrument, agreement or document that the Member is authorized to execute). Such execution shall be deemed to constitute a proper approval of the same by the Member. The Member may at any time appoint one or more managers to conduct the business and affairs of the Company and may dismiss a manager or managers at any time. In addition, any manager may resign at any time for any reason.
7. Assignment of Interest. The Member may assign all or any portion of its membership interest in the Company to any person ("Assignee"). Each Assignee shall become a Member of the Company upon the occurrence of such assignment and shall have all of the rights and powers and shall be subject to all of the duties and obligations of a Member from and after the time of such assignment.
8. Title to Property. Title to any property (whether real, personal or mixed) owned by or leased to the Company shall be held in the name of the Company, or in the name of any nominee the Member may in its discretion designate.

9. Profits and Losses. All profits and losses of the Company shall be allocated to the Member. The Member shall not be liable for any debts or losses of the Company beyond the aggregate amount of its capital contribution, except as otherwise required by law. The company shall be treated as a disregarded entity for income tax purposes.
10. Distributions. At such times as determined by the Member, the Member shall cause the Company to distribute to the Member any cash or property held by it which is neither reasonably necessary for the operation of the Company nor in violation of the Act. The Member shall be liable to the Company for distributions made pursuant to this Section 10 only to the extent now or hereafter provided by the Act.
11. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the occurrence of an event of dissolution of the Company under the Act.
12. Amendment. This Operating Agreement may be amended only in writing.
13. Application of Delaware Law. This Operating Agreement and the application of interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Delaware, and specifically the Act.
14. Taxable Year. The taxable year of the Company shall be the calendar year.
15. No Third Party Beneficiaries. No person, other than the Member, shall have any rights hereunder.
16. Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

IN WITNESS WHEREOF, the undersigned has caused the execution of this Operating Agreement of NS BEACH CLUB LLC as of this 9th day of August 2011.

AMERICAN ENTERTAINMENT PROPERTIES CORP.



Dominick Ragone, Chief Financial Officer

SCHEDULE I

OFFICERS

<u>Name</u>	<u>Title</u>
Bruce Osterhoudt	Manager; President
Alan D. Reese	Manager; Vice President
Wayne L. Spencer	Manager; Vice President; Controller and Secretary
Stephen T. Brennan	Manager; Vice President of Resort

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"NEW SEABURY BEACH CLUB LLC", A DELAWARE LIMITED LIABILITY COMPANY,


WITH AND INTO "NS BEACH CLUB LLC" UNDER THE NAME OF "NS BEACH CLUB LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTY-FIRST DAY OF OCTOBER, A.D. 2011, AT 3:51 O'CLOCK P.M.

5022400 8100M

111151424

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9126526

DATE: 10-31-11

**STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC LIMITED LIABILITY COMPANIES**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Act, the undersigned limited liability company executed the following Certificate of Merger:

FIRST: The name of the surviving limited liability company is

NS BEACH CLUB LLC,

and the name of the limited liability company being merged into this surviving limited liability company is NEW SEABURY BEACH CLUB LLC.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent limited liability companies.

THIRD: The name of the surviving limited liability company is

NS BEACH CLUB LLC

FOURTH: The merger is to become effective on OCTOBER 31, 2011.

FIFTH: The Agreement of Merger is on file at 445 HAMILTON AVENUE,
SUITE 1210, WHITE PLAINS, NY 10601

the place of business of the surviving limited liability company.

SIXTH: A copy of the Agreement of Merger will be furnished by the surviving limited liability company on request, without cost, to any member of the constituent limited liability companies.

IN WITNESS WHEREOF, said surviving limited liability company has caused this certificate to be signed by an authorized person, the 31ST day of OCTOBER, A.D., 2011.

By: 

Authorized Person

Name: Bruce Osterhoudt

Print or Type

Title: President

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 #: c2b79380-0dc1-4332-986e-02b330d1b6d0

Description	Applicant, License or Registration Number	
FILING FEES-RETAIL	New Seabury Resources Management Inc	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Total Amount Paid: \$204.70

Date Paid: 5/13/2021 4:11:45 PM EDT

Payment On Behalf Of

License Number or Business Name:

New Seabury Resources Management, Inc

Fee Type:

FILING FEES-RETAIL

Billing Information

First Name:

Christopher

Last Name:

CARD

Address:

City:

JUPITER

State:

FL

Zip Code:

33458

Email Address:



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

APPLICATION FOR AMENDMENT-Change of Business Entity Information 2021 MAY 26 AM 9:13

☒ **Change of Corporate Name**

☐ **Change of DBA**

- DOR Certificate of Good Standing (Req. for Chg of Corp Name only)
- DUA Certificate of Compliance (Req. for Chg of Corp Name only)
- Change of Corporate Name/DBA Application
- Vote of the Entity
- Payment Receipt (Req. for Chg of Corp Name only)
- Business Structure Documents
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

☐ **Change of Corporate Structure**

- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Corporate Structure Application
- Vote of the Entity
- Payment Receipt
- Business Structure Documents
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
New Seabury Resources Management, Inc	Mashpee	03325-RS-0670

Please provide a narrative overview of the transaction(s) being applied for.

Change in corporate name from New Seabury Resources Management, Inc to NS Beach Club LLC

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		

2. CHANGES TO BUSINESS ENTITY INFORMATION

2a. Change of Corporate Name

Last-Approved Corporate Name:

New Seabury Resources Management, Inc

Requested New Corporate Name:

NS Beach Club LLC

2b. Change of DBA

Last-Approved DBA:

Requested New DBA:

2c. Change of Corporate Structure

LLC, Corporation, Sole Proprietor, etc

Last-Approved Corporate Structure

Requested New Corporate Structure

Signature:

[Handwritten Signature]

Date:

5/14/21

Title:

President

APPLICANT'S STATEMENT

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

of NS Beach Club LLC
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: 5/14/21

Title: President

CORPORATE VOTE

The Board of Directors or LLC Managers of

NS Beach Club LLC

Entity Name

duly voted to apply to the Licensing Authority of

Mashpee

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

05/12/2021

Date of Meeting

For the following transactions (Check all that apply):

- ☒ Change Corporate Name
☐ Change Corporate Structure (i.e. Corp / LLC)
☐ Change of DBA
☐ 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,

For Corporations ONLY

A true copy attest,



Corporate Officer /LLC Manager Signature

Sue Hoover

(Print Name)

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

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

APPLICATION FOR AMENDMENT-Change of Business Entity Information

DO NOT MAKE PAYMENT OR COMPLETE THIS FORM FOR CHANGE OF DBA AMENDMENT

**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)

03325-RS-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 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 checked="" 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/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other | | <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**

OPERATING AGREEMENT
OF
NS BEACH CLUB LLC

This Operating Agreement is made on the date set forth below by the undersigned member pursuant to and in accordance with the Delaware Limited Liability Company Act (the "Act").

1. Formation; Name. The limited liability company (the "Company") was formed on August 9, 2011 upon the filing of the certificate of limited liability Company in the office of the Secretary of State of the State of Delaware in accordance with the Act. The name of the Company is "NS BEACH CLUB LLC" and all business shall be conducted under that name.
2. Purpose. The purpose for which the Company has been formed is to engage in any lawful act or activity which the member may from time to time determine.
3. Registered Office and Registered Agent. The registered office of the Company in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. The name and address of the registered agent for service of process on the Company in the State of Delaware is the Corporation Service Company at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.
4. Admission. Upon execution and delivery of this Operating Agreement, American Entertainment Properties Corp., a Delaware corporation, is admitted as the initial member (the "Member") of the Company. The Member shall not be required to make any capital contribution to the Company but may make capital contributions from time to time.
5. Resignation of the Member. The Member may resign from the Company at any time.
6. Management of the Company. The business and affairs of the Company shall be conducted by the member. The Member hereby appoints the persons listed on Schedule I as the initial officers of the Company, to perform any function that the Member is authorized to perform (including, without limitation, executing any instrument, agreement or document that the Member is authorized to execute). Such execution shall be deemed to constitute a proper approval of the same by the Member. The Member may at any time appoint one or more managers to conduct the business and affairs of the Company and may dismiss a manager or managers at any time. In addition, any manager may resign at any time for any reason.
7. Assignment of Interest. The Member may assign all or any portion of its membership interest in the Company to any person ("Assignee"). Each Assignee shall become a Member of the Company upon the occurrence of such assignment and shall have all of the rights and powers and shall be subject to all of the duties and obligations of a Member from and after the time of such assignment.
8. Title to Property. Title to any property (whether real, personal or mixed) owned by or leased to the Company shall be held in the name of the Company, or in the name of any nominee the Member may in its discretion designate.

9. Profits and Losses. All profits and losses of the Company shall be allocated to the Member. The Member shall not be liable for any debts or losses of the Company beyond the aggregate amount of its capital contribution, except as otherwise required by law. The company shall be treated as a disregarded entity for income tax purposes.
10. Distributions. At such times as determined by the Member, the Member shall cause the Company to distribute to the Member any cash or property held by it which is neither reasonably necessary for the operation of the Company nor in violation of the Act. The Member shall be liable to the Company for distributions made pursuant to this Section 10 only to the extent now or hereafter provided by the Act.
11. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the occurrence of an event of dissolution of the Company under the Act.
12. Amendment. This Operating Agreement may be amended only in writing.
13. Application of Delaware Law. This Operating Agreement and the application of interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Delaware, and specifically the Act.
14. Taxable Year. The taxable year of the Company shall be the calendar year.
15. No Third Party Beneficiaries. No person, other than the Member, shall have any rights hereunder.
16. Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

IN WITNESS WHEREOF, the undersigned has caused the execution of this Operating Agreement of NS BEACH CLUB LLC as of this 9th day of August 2011.

AMERICAN ENTERTAINMENT PROPERTIES CORP.



Dominick Ragone, Chief Financial Officer

SCHEDULE I

OFFICERS

<u>Name</u>	<u>Title</u>
Bruce Osterhoudt	Manager; President
Alan D. Reese	Manager; Vice President
Wayne L. Spencer	Manager; Vice President; Controller and Secretary
Stephen T. Brennan	Manager; Vice President of Resort

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"NEW SEABURY BEACH CLUB LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "NS BEACH CLUB LLC" UNDER THE NAME OF "NS BEACH CLUB LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTY-FIRST DAY OF OCTOBER, A.D. 2011, AT 3:51 O'CLOCK P.M.

5022400 8100M

111151424

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9126526

DATE: 10-31-11

**STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC LIMITED LIABILITY COMPANIES**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Act, the undersigned limited liability company executed the following Certificate of Merger:

FIRST: The name of the surviving limited liability company is

NS BEACH CLUB LLC,

and the name of the limited liability company being merged into this surviving limited liability company is NEW SEABURY BEACH CLUB LLC.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent limited liability companies.

THIRD: The name of the surviving limited liability company is

NS BEACH CLUB LLC

FOURTH: The merger is to become effective on OCTOBER 31, 2011.

FIFTH: The Agreement of Merger is on file at 445 HAMILTON AVENUE, SUITE 1210, WHITE PLAINS, NY 10601

the place of business of the surviving limited liability company.

SIXTH: A copy of the Agreement of Merger will be furnished by the surviving limited liability company on request, without cost, to any member of the constituent limited liability companies.

IN WITNESS WHEREOF, said surviving limited liability company has caused this certificate to be signed by an authorized person, the 31ST day of OCTOBER, A.D., 2011.

By: 

Authorized Person

Name: Bruce Osterhoudt

Print or Type

Title: President

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 #: 54b00d5b-08de-42e1-9644-16e2b20650aa

Category	Applicant, License or Registration Name	
FILING FEES-RETAIL	New Seabury Resources Management Inc.	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Date Paid: 5/13/2021 3:33:19 PM EDT

Total Amount Paid: \$204.70

Payment On Behalf Of

License Number or Business Name:
New Seabury Resources Management Inc.

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 PUBLIC HEARING NOTICE

The Mashpee Board of Selectmen, acting as the Local Licensing Authority for the Town of Mashpee, will conduct a public hearing on the application of Cape & Island Distillers LLC dba Cape & Island Distillers, for a new Farmer Series Pouring Permit. The Premises is located at 10A Evergreen Circle, Mashpee MA 02649; premises is described as 1,500 square feet, with one (1) entrance, two (2) exits, and a seating capacity of sixty-four (64).

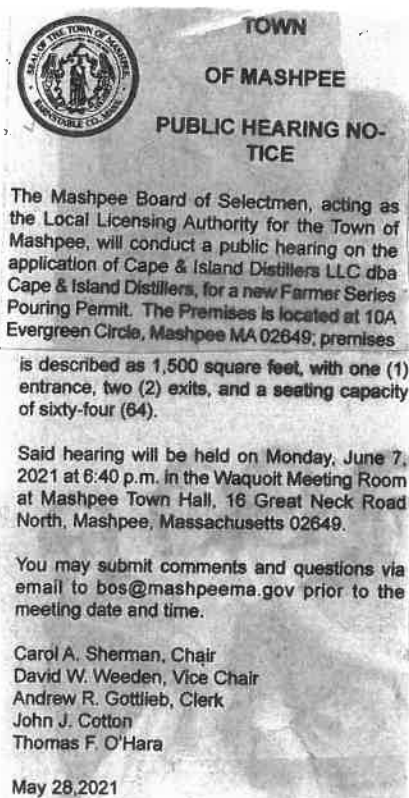
Said hearing will be held on Monday, June 7, 2021 at 6:40 p.m. in the Waquoit Meeting Room at Mashpee Town Hall, 16 Great Neck Road North, Mashpee, Massachusetts 02649.

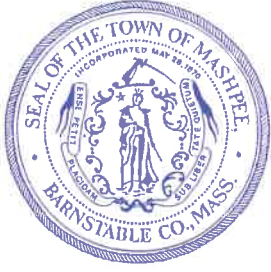
You may submit comments and questions via email to bos@mashpeema.gov prior to the meeting date and time.

Per Order of

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

Mashpee Board of Selectmen





TOWN OF MASHPEE

OFFICE OF SELECTMEN

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

MEMORANDUM

Date: June 3, 2021

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

From: Stephanie A. Coleman, Administrative Secretary

Re: New Liquor License Amendment Application - Cape & Island Distillers LLC

Description

Discussion and approval of the Liquor License Application of Cape & Island Distillers LLC dba Cape & Island Distillers, for a new Farmer Series Pouring Permit.

Background

Attached for your review are the Liquor License Application of Cape & Island Distillers LLC dba Cape & Island Distillers, for a new Farmer Series Pouring Permit. The Premises is located at 10A Evergreen Circle, Mashpee MA 02649; premises is described as 1,500 square feet, with one entrance, two exits, and a seating capacity of sixty-four.

Fryer & O'Brien, LLC
Attorneys at Law
P.O. Box 16
9 Whiting Road
Dover, Massachusetts, 02030
Telephone (508) 785-1505

Jonathan Fryer, Esq.

May 24, 2021

Stephanie Coleman
Town of Mashpee
16 Great Neck Road North,
Mashpee, MA 02649

RE: Cape & Islands Distillery – Pouring license

Ms. Coleman:

Here is my application for the Distillery pouring license. Please give me a call after you have reviewed same.

Thank you for your courtesy and cooperation.


Jonathan Fryer.



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

2021 MAY 26 AM 9:16

APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

TYPE

CATEGORY

CLASS

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Is this license application pursuant to special legislation?

☐ Yes ☒ No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name

FEIN

DBA

Manager of Record

Street Address

Phone

Email

Alternative Phone

Website

3. DESCRIPTION OF PREMISES

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

Total Square Footage:

Number of Entrances:

Seating Capacity:

Number of Floors

Number of Exits:

Occupancy Number:

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name:

Phone:

Title:

Email:

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure Date of Incorporation
 State of Incorporation Is the Corporation publicly traded? ☐ Yes ☒ No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises (Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB	Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Jonathan Fryer	Dover, MA 02030			Manager	55%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Andrew McCabe	Dover, MA 02030			Manager	45%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
						<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
						<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
						<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
						<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? ☐ Yes ☒ No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
Jonathan Fryer	Farmer/Distiller	Astraluna, LLC & Cape & Island Distill	Medfield & Mashpee
Andrew McCabe	Farmer/Distiller	Astraluna, LLC & Cape & Island Distill	Medfield & Mashpee

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒

If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name Magni Inc.

Landlord Phone 508-477-2400

Landlord Email

Landlord Address 10 Evergreen Circle (Route 130), Mashpee, Ma 02649

Lease Beginning Date 10/19/2019

Rent per Month \$1,500.00

Lease Ending Date 10/19/2024

Rent per Year \$18,000.00

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

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	
B. Purchase Price for Business Assets	
C. Other * (Please specify below)	\$50,000.00
D. Total Cost	\$50,000.00

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Jonathan Fryer	\$25,000.00
Andrew McCabe	\$25,000.00
Total:	\$50,000.00

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
	-0-		<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input checked="" type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

Savings

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ☐ Yes ☒ No

Please indicate what you are seeking to pledge (check all that apply) ☐ License ☐ Stock ☐ Inventory

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

☒ Yes ☐ No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?

☐ Yes ☒ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
1981	current	attorney	self	none

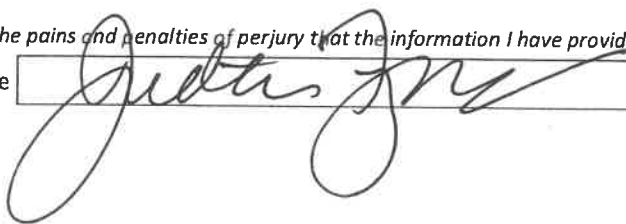
D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☒ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature



Date

5/21/21

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?

☐ Yes ☒ No

If yes, please fill out section 11.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

11A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone		
<input type="text"/>	<input type="text"/>	<input type="text"/>		
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☐ No

11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

LICENSE

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 11A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

11F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee?

Yes ☐ No ☐

b. Will the licensee retain control of the business finances?

Yes ☐ No ☐

c. Does the management entity handle the payroll for the business?

Yes ☐ No ☐

d. Management Term Begin Date

e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:

Title:

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

Date:

APPLICANT'S STATEMENT

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

of Cape & Islands Distillers LLC
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:

Jonathan Fryer

Date:

5/21/21

Title:

MANAGER

CORPORATE VOTE

The Board of Directors or LLC Managers of

Cape & Islands Distillers LLC

Entity Name

duly voted to apply to the Licensing Authority of

Mashpee

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

May 19, 2021

Date of Meeting

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> 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/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other | <input type="checkbox"/> Change of DBA | |

"VOTED: To authorize

Jonathan Fryer

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."

"VOTED: To appoint

Jonathan Fryer

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

Andrew McCabe

Corporate Officer /LLC Manager Signature

ANDREW MCCABE

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)



Commonwealth of Massachusetts
Office of the State Treasurer
Alcoholic Beverages Control Commission

FARMER-DISTILLERY LICENSE

M.G.L. c. 138, § 19E

This Farmer-Distillery License authorizes the following licensee to manufacture, and keep and expose for sale and to sell, distilled spirits:

Cape & Islands Distillers, LLC

11 Evergreen Circle #2
Mashpee, MA 02649

Approved by the Alcoholic Beverages Control Commission on April 12, 2021.

Jean M. Lorigio

Jean Lorigio, Chairman

Crystal Matthews

Crystal Matthews, Commissioner

Deborah A. Baglio

Deborah Baglio, Commissioner

License Number: **FD-LIC-000054**

Record Number: **2020-000004-FD-APP**

Capacity: **More Than 5K but Less Than 20K Gallons**

THIS LICENSE WILL EXPIRE DECEMBER 31, 2021 UNLESS REVOKED OR CANCELLED DURING THIS PERIOD
THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS PLACE WHERE IT CAN BE EASILY READ



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

October 2, 2020

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

CAPE AND ISLANDS DISTILLERS, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **December 9, 2013.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are:
ANDREW MCCABE, JONATHAN FRYER

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **ANDREW MCCABE, JONATHAN FRYER**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **ANDREW MCCABE, JONATHAN FRYER**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Annual Report

(General Laws, Chapter)

Identification Number:

Annual Report Filing Year: 2020

1.a. Exact name of the limited liability company: CAPE AND ISLANDS DISTILLERS, LLC

1.b. The exact name of the limited liability company *as amended*, is: CAPE AND ISLANDS DISTILLERS, LLC

2a. Location of its principal office:

No. and Street: 9 WHITING ROAD
 City or Town: DOVER State: MA Zip: 02030 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street:
 City or Town: DOVER State: MA Zip: 02030 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

THE DISTILLING AND BRANDING OF PREMIUM ALCOHOL.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: JONATHAN FRYER
 No. and Street:
 City or Town: DOVER State: MA Zip: 02030 Country: USA

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	ANDREW MCCABE	DOVER, MA 02030 USA
MANAGER	JONATHAN FRYER	DOVER, MA 02030 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

September 25, 2020 02:38 PM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in dark ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



JEAN M. LORIZIO, ESQ.
CHAIRMAN

Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150

CORI REQUEST FORM

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSE)</small>	54	LICENSEE NAME:	Cape & Islands Distillery LLC	CITY/TOWN:	Mashpee
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APPLICANT INFORMATION

LAST NAME:	Fryer	FIRST NAME:	Jonathan	MIDDLE NAME:	Paul			
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Boston, Massachusetts					
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	Francis	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts			
GENDER:	MALE	HEIGHT:	5	8	WEIGHT:	175	EYE COLOR:	Brown
CURRENT ADDRESS:								
CITY/TOWN:	Dover	STATE:	MA	ZIP:	02030			
FORMER ADDRESS:	None							
CITY/TOWN:		STATE:		ZIP:				

PRINT AND SIGN

PRINTED NAME:	Jonathan Fryer	APPLICANT/EMPLOYEE SIGNATURE:	
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NOTARY INFORMATION

On this	5/19/21	before me, the undersigned notary public, personally appeared	JONATHAN FRYER
(name of document signer), proved to me through satisfactory evidence of identification, which were		DRIVERS LICENSE	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.			
		NOTARY	

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

The DCI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an identity theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 560-4614.



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150

JEAN M. LORIZIO, ESQ.
CHAIRMAN

CORI REQUEST FORM

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	54	LICENSEE NAME:	Cape & Islands Distillery LLC	CITY/TOWN:	Mashpee
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APPLICANT INFORMATION

LAST NAME:	Mccabe	FIRST NAME:	Andrew	MIDDLE NAME:				
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Boston, Massachusetts					
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	Auger	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts			
GENDER:	MALE	HEIGHT:	5	10	WEIGHT:	175	EYE COLOR:	Brown
CURRENT ADDRESS:								
CITY/TOWN:	Dover	STATE:	MA	ZIP:	02030			
FORMER ADDRESS:	None							
CITY/TOWN:		STATE:		ZIP:				

PRINT AND SIGN

PRINTED NAME:	Andrew McCabe	APPLICANT/EMPLOYEE SIGNATURE:	
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NOTARY INFORMATION

On this 5/19/21 before me, the undersigned notary public, personally appeared ANDREW MCCABE
(name of document signer), proved to me through satisfactory evidence of identification, which were DRIVERS LICENSE
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI AUTHORIZED EMPLOYEE	

The DCI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 660-4614.

SUBLEASE AGREEMENT

This Commercial Sublease Agreement ("Lease") is made as of the "Execution Date" set forth on the signature page hereto, by and between Magni Inc. having a notice address of 10 Evergreen Circle, Mashpee, Massachusetts 02649 ("Landlord") and Cape & Islands Distillers, a Massachusetts limited liability company, having a notice address of 120 North Meadows Road, Medfield MA 02052 ("Tenant"). Tenant's Trade name is Cape & Island Distillers ("Trade Name").

Section 1. Basic Lease Terms. As used in this Lease, the following terms shall have the following meanings:

2. **Premises:** The approx. 1,500 square feet of space located at 10 Evergreen Circle, Mashpee MA 02649 and identified as Space B on Exhibit A to this Lease. The ceiling, the perimeter walls, and the floor, are all excluded from the "Premises", except for the inner surfaces thereof.
3. **Term Commencement Date:** The date that Tenant opens for business
4. **Rent Commencement Date:** The date that Tenant opens for business.
5. **Lease Year:** The first Lease Year shall be the period beginning on the Term Commencement Date and ending on the last day of the twelfth (12th) full calendar month following the Rent Commencement Date. The following Lease Years shall be the successive twelve (12) full calendar month periods thereafter.
6. **Term:** Five (5) Lease Years, beginning on the Term Commencement Date, plus any duly exercised Extension Term(s).
7. **Extension Option:** Tenant shall have the option to extend the Term for One (1) "Extension Term(s)" of five (5) years per option, provided Tenant gives at least twelve (12) months advance written notice of its exercise of the option, and provided Tenant is not in default.
8. **Permitted Use:** As a distillery, or any other similar use, and for no other purpose.
9. **Minimum Rent:**

<i>Initial Term</i>	<i>Minimum Rent</i>
Lease Year 1	\$12.00 sf (\$1,500.00 per month)
Lease Year 2	\$12.50 sf (\$1,562.50 per month)
Lease Year 3	\$13.00 sf (\$1,625.00 per month)
Lease Year 4	\$13.50 sf (\$1,687.50 per month)
Lease Year 5	\$14.00 sf (\$1,750.00 per month)
<i>Extension Term</i>	<i>Minimum Rent</i>
Lease Year 6	\$14.50 sf (\$1,812.50 per month)
Lease Year 7	\$15.00 sf (\$1,875.00 per month)
Lease Year 8	\$15.50 sf (\$1,937.50 per month)
Lease Year 9	\$16.00 sf (\$2,000.00 per month)
Lease Year 10	\$16.50 sf (\$2,062.50 per month)

10. Extra Charges: Snow plowing and landscaping maintenance \$150 per month
11. Marketing Fund: Intentionally deleted
12. Percentage Rent: Intentionally deleted
13. Security Deposit: \$3,000.00 to be delivered to Landlord on the Execution Date.
14. Guaranty: Intentionally deleted
15. Radius Restriction: Tenant agrees that during the Term of this Lease neither Tenant, nor any affiliate of Tenant, shall operate another similar facility within fifty (30) miles of 10 Evergreen Circle, Mashpee MA 02649.
16. Exclusive Rights: The Landlord shall not allow any other distillery on the premises.

Section 2. Premises. Landlord hereby leases the Premises to Tenant, for the Term, beginning on the Term Commencement Date. In connection with its use of the Premises, Tenant may use, on a non-exclusive basis, such "common areas" as are from time to time available for the common use of Tenant and other tenants. Landlord is delivering the Premises to Tenant as an open shell, without any representation or warranty from Landlord with regard to the condition of the Premises. There are no known defects. Landlord shall not be required to perform any work to the Premises to prepare for Tenant's occupancy. Tenant shall perform all work to prepare the Premises for the operation of Tenant's business, such work to be performed in accordance with the provisions of Section 6.2 hereof.

Section 3. Rent.

Section 3.1 General. Tenant shall pay the Minimum Rent as well as all Extra Charges. The rents and charges that are in addition to the Minimum Rent are referred to as the "Additional Rent". The Minimum Rent, together with the Additional Rent, is referred to as the "Rent". Beginning on the Rent Commencement Date, Tenant shall pay the Rent in monthly installments, in advance on the first (1st) day of each month. Notwithstanding the foregoing, (a) any items of Additional Rent that are not payable on a regular monthly basis shall be paid to Landlord within ten (10) days after demand, and (b) Percentage Rent shall be due on the tenth (10th) day of every month after the breakpoint for the applicable year has been reached. The Rent shall commence on the Rent Commencement Date. The Rent for any partial calendar month at the beginning or end of the Term of the Lease shall be prorated on a daily basis.

The Rent shall be payable to Landlord or, if Landlord shall so direct in writing, to Landlord's agent or nominee, at the office of Landlord or such place as Landlord may designate. Rent and any other sums due hereunder not paid when due shall bear interest at eight percent (8%) per annum from the due date until paid. Tenant shall also pay to Landlord a late fee of \$50.00 for any payment not paid within five (5) business days of the due date. Tenant shall pay the Rent without abatement, deduction, or setoff.

Section 3.3. Taxes. Intentionally deleted

Section 3.4. Common Area Maintenance Expenses. Intentionally deleted.

Section 4. Utilities and Trash Service. Landlord shall supply separately metered electric current, water, sewer, and other utilities to the Premises as per plans, and Tenant shall pay for all such separately metered utility services serving the Premises either directly to the utility provider or as part of the Additional Rent.

Landlord may measure and charge all utilities to Tenant by any reasonable method, including without limitation by meter or submeter, by allocating a per square foot cost for such utilities, or by other means not uncommon to the real estate industry. Landlord may require Tenant to pay for some or all utility services directly to the applicable utility provider, or Landlord may elect to pay for such utility services and require Tenant to pay Landlord in advance for the cost thereof, as estimated by Landlord. Landlord shall not be liable or responsible to Tenant for any loss, damage or expense which Tenant may sustain or incur: (i) if the quantity, character, or supply of utilities is changed or is no longer available or suitable for Tenant's requirements, or (ii) due to interruption of utilities, provided, however, that Landlord will use good faith efforts to cause the applicable utility service to be restored following any such interruption. Landlord reserves the right to interrupt, curtail, stop or suspend the furnishing of the services described herein, when necessary by reason of accident or emergency, or for repairs, alterations, replacements or improvements which are, in the reasonable judgment of Landlord, desirable or necessary to be made.

Provisions have been made by the Landlord for trash removal by a contractor, and Tenant agrees to use said contractor for its trash removal and to pay when due all charges at the rate established therefor from time to time, (at a current monthly rate of \$0.05 per square foot per month for retail establishments.) If the Tenant fails so to pay for trash removal, the Landlord shall have the same remedies (even if such payment is due to such contractor and not to the Landlord) as the Landlord has for nonpayment of rent hereunder. Nauset Disposal is currently the trash disposal company and may bill directly. All trash, refuse, and the like, shall be kept in covered containers, either within the Premises or in one of the dumpsters, at all times, and in no event stored outside of the same.

Section 5. Operation of Premises; Hazardous Materials; Compliance with Laws; Assignment and Subletting.

Section 5.1 General Requirements Regarding Operation of Premises. Tenant's use of the Premises is subject to the following: (a) Tenant shall conduct its operations in the Premises under its Trade Name specified herein, or the trade name of any permitted transferee in accordance with the provisions of Section 5.5 below, unless the Landlord shall otherwise consent in writing; (b) no auction, fire, going out of business sale, "lost our lease", or bankruptcy sales may be conducted within the Premises; (c) except as provided in Section 5.6, Tenant shall not use sidewalks adjacent to the Premises for any business purposes unless Tenant first obtains prior written consent from Landlord (and, in all events, any use of sidewalks areas shall conform to the terms of Section 5.6 below and Exhibit D); (d) Tenant shall receive and deliver goods and merchandise only in the manner, at such times, and in such areas, as may be designated by the Landlord and in all events in such a manner so as to not unreasonably interfere with the business and operations of the other tenants or occupants on the property; (e) Tenant shall not allow any noises or odors to be emitted from the Premises, and, without limiting the foregoing, in no event shall the Premises or Tenant's use thereof constitute a nuisance or menace to any other occupant or other persons on the property or in the area; (f) Tenant shall abide by all reasonable rules and regulations from time to time established by Landlord by written notice to Tenant with respect to the property (Tenant acknowledges receipt of the rules and regulations currently in effect, which are incorporated herein by this reference), which Landlord shall enforce in a non-discriminatory manner; (g) Tenant shall not do or permit anything to be done in or upon the Premises, which shall increase the rate of insurance on the Premises above the standard rate on said Premises; and Tenant further agrees that in the event it shall do any of the foregoing, it will promptly pay to Landlord on demand any such increase resulting therefrom, (j) Tenant shall use the Premises for the Permitted Use, and no other purpose; (k) Tenant shall keep the windows of the Premises clean and shall keep the same electrically lighted during such periods of time as Tenant's business is open and, in addition, during such other periods of time as shall be determined by Landlord, provided windows throughout a major portion of the property are kept lighted during such additional periods, and for this purpose Tenant shall install and maintain a mechanical time-clock; (l) no vending or video machines shall be installed at the Premises; (m) upon the request of Landlord, Tenant shall contract with a licensed pest control company acceptable to Landlord for regular pest inspections and termination services to be provided at the Premises; (n) Tenant shall at all times fully and adequately heat and/or air-condition (as the circumstances require) the Premises; (o) Landlord and Tenant shall use best efforts to advertise in a wide range of internet social media, including, at a minimum, Facebook.

Section 5.2 Continuous Operations. Intentionally deleted

Section 5.3 Hazardous Materials. Tenant shall not use, handle, store or dispose of any oil, petroleum products, or any other hazardous or toxic materials or wastes that pose a danger to health or property and are regulated by any laws (collectively, "Hazardous Materials") in or about the Premises, and Tenant hereby indemnifies and holds harmless Landlord from any and costs, losses, and damages of any nature whatsoever arising from Tenant's breach of the foregoing (this provision shall survive the termination of this Lease).

Section 5.4 Compliance with Laws. Tenant shall comply with all legal requirements related to the Premises and Tenant's use thereof. Without limiting the foregoing, Tenant shall comply with the Americans with Disabilities Act and any similar state or municipal legal requirements, provided that the foregoing shall not under any circumstances require Tenant to complete alterations to the Premises.

Section 5.5 (a) Assignment and Subletting. Except as otherwise provided herein, Tenant shall not sublease, assign, transfer, mortgage, or otherwise encumber this Lease or the Premises in any manner, or allow any other person or entity to occupy the Premises or any portion thereof, or transfer more than 50% of the voting control of Tenant in one or more transactions (separately and collectively the foregoing are referred to as a "Transfer"), without the prior written consent of Landlord, which shall not be unreasonably withheld conditioned or delayed. Without limiting the foregoing, in no event may Tenant assign, sublet, or otherwise transfer this Lease while Tenant is in an Event of Default under this Lease. Unless otherwise agreed by Landlord, no Transfer shall relieve Tenant or Guarantor of direct and primary, joint and several liability for the Tenant obligations under this Lease, nor shall Landlord's consent to any Transfer operate as a consent to any further Transfer. No assignee, subtenant, or other transferee shall use the Premises for anything other than the Permitted Use. Notwithstanding the foregoing, Landlord may condition its consent to any assignment, sublease, or other form of transfer upon the satisfaction of all or any of the following conditions: (i) the transferee shall be creditworthy in the judgment of Landlord; (ii) such transferee shall have a track record of responsible and reputable business dealings related to the conduct of the Permitted Use; (iii) if such transferee is an assignee then it shall assume in writing, in form acceptable to Landlord, all of Tenant's obligations hereunder and Tenant shall provide Landlord with a copy of such assumption/assignment document (but no such assumption shall relieve Tenant and Guarantor of their direct and primary, joint and several liability under this Lease); (iv) Tenant shall pay to Landlord, immediately upon receipt thereof, 50% of the difference between the rent received by the Tenant for such assignment or sublease and the Rent due under this Lease, after all expenses incurred by the Tenant in completing such assignment or sublease; and (v) such other terms and provisions as Landlord deems appropriate.

(b) Notwithstanding the provisions of Section 5.5(a), in the event that substantially all of the operations of the Tenant and its affiliates in Massachusetts are being transferred to another entity by way of merger, consolidation or sale of substantially all of the stock or assets of Tenant and its affiliates (each, a "Permitted Transfer"), Landlord's consent will not be required to an assignment of this Lease to said resulting or acquiring entity and the restrictions in Section 5.5(a) shall not apply, provided (and it shall be a condition of the validity of any such assignment) that: (i) such entity shall agree to be bound by all of the obligations of the Tenant hereunder, the obligations to pay the Rent and other charges provided for under this Lease, and the covenant against further assignment; (ii) the Tenant shall furnish the Landlord evidence regarding good reputation, financial ability and business experience relating to the uses permitted hereunder, including, but not limited to evidence that (a) such proposed assignee has a net worth at least equal to that of the Tenant and Guarantor herein named on the date of the execution hereof, (b) is acquiring such operations as a going business, (c) has the business experience and good reputation necessary to and will agree to conduct the business permitted hereunder in a manner consistent with the high quality of merchandising and marketing of the Tenant herein named, and (d) the proposed assignee and its particular use and operation of the Premises are consistent with standard business practices.

(c) Tenants obligations under this lease shall only continue as long as Magni Inc is the co-tenant in the premises and operates the proposed café and restaurant thereon.

Section 5.6 Use of Sidewalk Area and Patio. Tenant is hereby granted permission by Landlord to use the sidewalk area in front of the Premises (the "Sidewalk Area") for selling and seating purposes (see Section 5.1(c) above), or, if there is a patio area appurtenant to the Premises which Landlord intends to be used by Tenant for outdoor cafe seating in connection with the use of the Premises (a "Patio"), provided that such use shall comply with the terms and standards set forth in Exhibit D attached hereto.

Section 6. Repair and Maintenance; Alterations; Surrender

Section 6.1. Repair and Maintenance. Tenant agrees to maintain the Premises in the same condition as they are at the commencement of this Lease or as they may be put in during the Term of this Lease, reasonable wear and tear, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass (and other glass) and doors therein, and Tenant acknowledges that the Premises are now in good order and the glass whole and Tenant accepts the Premises in "as is" condition without any warranty or representation from Landlord. Tenant hereby acknowledges that it has examined the Premises. Landlord shall be responsible for the non-routine repair and maintenance (including replacement as and when necessary) of the HVAC system serving the Premises. Without limiting the foregoing, Tenant agrees to maintain a service contract with a reputable HVAC contractor, which contract shall provide for regular inspections of the HVAC system (at least twice annually). Tenant agrees to provide Landlord with copies of such contract. The Tenant shall not permit the Premises to be overloaded, damaged, stripped, or defaced, nor to suffer any waste. Landlord shall be responsible for the maintenance and repair of all elements of the property that do not constitute the Premises, including the exterior walls, the roof of the building in which the Premises is located, the common areas of the property, including parking areas and sidewalks, as well as all common utilities and HVAC not exclusively serving the Premises.

Section 6.2. Alterations. Tenant shall not make any alterations or additions to the Premises, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld conditioned or delayed so long as any proposed alterations do not affect the building's utilities or involve structural alterations. Any such allowed alterations shall be at Tenant's expense and shall be performed in a first class professional workmanlike manner in compliance with all applicable law. Any alterations or improvements made by the Tenant shall become the property of the Landlord at the termination of occupancy as provided herein and shall remain in the Premises undisturbed. Where furnished by or at the expense of Tenant, all movable property, furniture, furnishings and trade fixtures shall remain the property of Tenant and may be removed by Tenant prior to the expiration of the term or any earlier termination of the Lease. Notwithstanding the foregoing, if Landlord directs that any particular alterations shall be removed upon termination of the Lease, Tenant shall remove such alterations, furniture, fixtures or equipment added by Tenant and identified by Landlord to be removed, and Tenant shall repair any damage to the Premises arising from Tenant's removal of such items. In the event of the Tenant's failure to remove any of Tenant's property from the Premises, Landlord is hereby authorized, without liability to Tenant for loss or damage thereto, and at the sole risk of Tenant, and without notice to Tenant, to remove and store any of the property at Tenant's expense, and/or to sell the property not so removed and to apply the net proceeds of such sale to the payment of any sums due hereunder, or to destroy such property. This Section shall survive the termination of this Lease.

Section 6.3. Surrender. Upon the expiration or other termination of the Term of this Lease, Tenant shall peaceably quit and surrender to Landlord the Premises, in the condition required by this Lease, including without limitation Sections 6.1 and 6.2. This Section shall survive the termination of this Lease.

Section 7. Indemnity and Insurance

Section 7.1. Indemnity. To the maximum extent this agreement may be made effective according to law, except to the extent caused by the negligence of Landlord or those for whom Landlord is legally responsible, Tenant agrees to indemnify and save harmless the Landlord from and against all claims of whatever nature arising from any act, omission or negligence of the Tenant, or the Tenant's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused to any person, or to the property of any person occurring during the Term hereof, injury or damage occurring outside of the Premises, where such accident,

damage or injury results or is claimed to have resulted from an act or omission on the part of the Tenant or the Tenant's agents or employees. Landlord shall indemnify, defend and hold Tenant, its members, principals, beneficiaries, partners, officers, directors, employees and agents ("Tenant Related Parties") harmless against and from all damage or injury to persons or property which may be imposed upon, incurred by or asserted against Tenant or any of the Tenant Related Parties by any third-party and arising out of or in connection with negligence or willful misconduct of Landlord, except to the extent caused by the negligence of Tenant or those for whom Tenant is legally responsible. These indemnities and hold harmless agreements shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof. This provision shall survive the termination of this Lease.

Section 7.2. Assumption of Risk. Except for Landlord's indemnification obligation above, Tenant shall use and occupy the Premises and the common areas at its own risk. Landlord shall have no responsibility for any damage to Tenant's leasehold improvements, fixtures or other personal property except in the event that said loss or damage is directly and immediately caused by Landlord's gross negligence or willful misconduct. Without limiting the foregoing, but subject to Landlord's indemnification obligation above, in no event shall Landlord be responsible for any damage to, or loss of, Tenant's property due to burglary or theft (Tenant shall be solely responsible, at Tenant's sole cost and expense, for security for the Premises); nor shall Landlord be responsible for any damage, nuisance, interference or loss that may be occasioned by third parties, including persons occupying any other part of the property.

Section 7.3. Insurance. Tenant shall maintain at its expense: (a) commercial general liability insurance with respect to the Premises and the business operated by Tenant at 10 Evergreen Circle, Mashpee, MA 02649, having limits of not less than \$1,000,000 on a combined single limit per occurrence with a general aggregate limit of \$3,000,000 (taking into account umbrella coverage), and containing a contractual liability endorsement; (b) special form casualty insurance for the full replacement value of Tenant's fixtures, merchandise, equipment and other personal property, and all leasehold improvements made by Tenant; (c) worker's compensation insurance (in statutorily required amounts); (d) plate-glass/glass breakage insurance in commercially reasonable amounts; and (e) such other insurance, and such other amounts, as may be reasonably required by Landlord or its lender from time to time. Landlord, its lender, and Landlord's designees, shall be named as additional insureds under each insurance policy. Each policy shall include an endorsement stating that coverage cannot be terminated or reduced for any reason without prior written notice to Landlord in accordance with policy notice requirements. Prior to Tenant entering upon the Premises, and thereafter from time to time upon request from Landlord, Tenant shall provide Landlord with certificates of such insurance, and Tenant shall also provide Landlord with certificates of renewed or replacement insurance at least sixty (60) days prior to any expiration of its then current insurance. All insurance required of Tenant hereunder shall be effected under valid and enforceable policies issued by insurers of recognized responsibility. Landlord shall maintain commercially reasonable insurance coverage, including property insurance coverage sufficient to restore the property in the event of a casualty.

Section 7.4. Waiver of Subrogation. Landlord and Tenant and all parties claiming under them hereby mutually release and discharge each other from all claims and liabilities arising from, or caused by any hazard covered by insurance on the Premises, regardless of the cause of the damage or loss. Each party shall obtain from their insurers any waivers or special endorsements, if required by their insurer to evidence compliance with the aforementioned release.

Section 8. Landlord's Reserved Rights. Following reasonable prior notice to Tenant and in presence of Tenant (except in the event of emergency), Landlord and its agents may enter the Premises at reasonable times to make repairs and alterations and to show the Premises to others. In connection with such entries and work, Landlord shall use good faith efforts to minimize interference with Tenant's use of the Premises. Landlord may erect, use and maintain pipes, wires, ducts and conduits in and through the Premises, provided the same do not materially reduce the floor area, materially adversely affect the appearance thereof or materially adversely affect the visibility and accessibility of the Premises. In addition to the foregoing, Landlord reserves the right to make such changes, alterations, additions, improvements, repairs or replacements in or to the property (including the Premises) as it may deem necessary or desirable; provided, however, such work and such alterations

shall not permanently materially adversely affect Tenant's use of the Premises, materially adversely affect the appearance thereof or materially adversely affect the visibility and accessibility of the Premises or Premises signage. In the last six (6) months of the Term, Landlord or Landlord's agent may affix to any suitable part of the Premises a notice for letting or selling the Premises or property of which the Premises are a part and keep the same so affixed without hindrance or molestation.

Section 9. Casualty and Condemnation. If the Premises or any portion of the property shall be materially damaged or destroyed by fire or other casualty such that the Premises and/or the property is untenantable and the Landlord cannot be reasonably expected to repair such damage within one-hundred twenty (120) days, Landlord shall have the right to terminate this Lease upon notice to Tenant. If said right of termination is exercised, this Lease shall terminate as of the date of such damage or destruction. If the Premises are damaged by fire or other casualty and the Landlord cannot reasonably be expected to restore the premises within one hundred twenty (120) days of receipt of damage insurance proceeds therefor, Tenant shall have the right to terminate this Agreement upon twenty (20) days' notice to Landlord. If neither Landlord nor Tenant terminates this Lease pursuant to the foregoing terms, then Landlord shall restore or repair the Premises to the extent of insurance proceeds made available to Landlord and the rental otherwise payable under this Lease will abate in whole or in part proportionate to the space within the Premises which is unusable by Tenant from the date of the casualty to the completion of the restoration or repairs, provided that the Tenant's business is not open. In all cases of damage or destruction by fire or other casualty during the Term of this Lease, Tenant shall be liable and responsible for the removal of any remains of its property or other debris from the Premises. In the event of a condemnation, or deed in lieu thereof, of so much of the Premises as to render the Premises untenantable, this Lease shall automatically terminate. If such condemnation or deed in lieu thereof does not render the Premises untenantable, then this Lease shall continue, but Rent shall be abated in proportion to the space within the Premises that was rendered unusable. Landlord shall be entitled to the full amount of any condemnation proceeds, except to the extent of any separate award that may be made to Tenant, provided that such separate award does not diminish the amount made to Landlord.

For the purposes of Section 9, "untenantable" shall be defined to mean damage or destruction of the Premises to an extent that such damage or destruction prevents Tenant from conducting its business in the Premises, or so substantially impairs its ability to conduct its business in the Premises that Tenant elects to temporarily discontinue its business operation at the Premises.

Notwithstanding anything to the contrary contained in this Section 9, if the Premises are damaged as a result of Casualty to the extent that it is unreasonable to expect Tenant to continue to operate its business in the Premises, Tenant may temporarily close the Premises for business. If Tenant closes the Premises for business under these circumstances, all Rent shall abate until the earlier to occur of (a) the date Tenant reopens the Premises for business; or (b) twenty (20) days after the Premises are repaired or rebuilt by Landlord to the extent required herein.

Section 10. Event of Default; Landlord's Remedies.

Section 10.1. Tenant's Event of Default. Any one of the following shall be deemed to be an "Event of Default": (a) Tenant's failure to pay any monetary amount within five (5) business days of the due date thereof; (b) with respect to a non-monetary default under this Lease not otherwise addressed in this Section, failure of Tenant to cure the same within fifteen (15) days of Landlord's delivery of notice of such default (or such longer period which, by the nature of such default, may be necessary, provided Tenant shall have commenced the curing of such default within ten days of delivery of such default notice and shall be diligently prosecuting the same to completion, but in no event shall the cure period, including such extended cure period, exceed a total of forty five (45) days); (c) the commencement of any bankruptcy, insolvency, receivership or similar type of proceeding with respect to either Tenant or Guarantor.

Section 10.2. Landlord's Remedies. Upon the occurrence of any Event of Default, Landlord shall have the right to exercise any one or more of the following remedies: (a) upon such advance written notice

as may be required by law, Landlord may terminate this Lease, effective at such time as may be specified by notice to Tenant and recover possession of the Premises from Tenant, but, notwithstanding such termination, Tenant shall remain liable for any previously unpaid Rent and any other losses that Landlord may suffer by reason of such Event of Default, including without limitation the unamortized cost of performing the Landlord Work and of entering into this Lease, if any (collectively, the foregoing losses and damages are referred to as the "Current Damages"), as well as the difference, discounted to present value at the prime rate, of all future Rent (including Percentage Rent reasonably estimated based on Percentage Rent paid in prior years as described below) over the amount (net of reasonably anticipated reletting costs) that Landlord can reasonably expect to obtain from reletting for the same period, as reasonably determined by Landlord; (b) upon such advance written notice as may be required by law, Landlord may terminate Tenant's right to possession of the Premises without terminating this Lease, and, in addition to collecting from Tenant the Current Damages, thereafter bring separate actions against Tenant from time to time to collect any one or more future delinquent installments or payments of Rent due under this Lease, such collections to be offset by the amount (net of reletting costs) that Landlord actually collects from any replacement tenant (Landlord shall use reasonable efforts to relet the Premises; however, Landlord shall not be obligated to relet the Premises before leasing other portions of the property or Landlord's other buildings, and Landlord shall only be obligated to relet the Premises on commercially reasonable terms and conditions; furthermore, the excess, if any, of such net rent from replacement tenants over the Rent due hereunder shall belong to Landlord); (c) Landlord may perform any act or pay any sum, the nonperformance or nonpayment of which is or would be an Event of Default, and Tenant shall reimburse Landlord upon demand for any cost or expense incurred by Landlord in performing such act or paying such sum.

Exercise of any of the foregoing remedies shall not prevent the concurrent or subsequent exercise of any other remedy provided for herein or otherwise available to Landlord at law or in equity. In any action to enforce any provision of this Lease, Landlord shall be entitled to recover all reasonable costs and expenses, including reasonable attorneys' fees, incurred in connection with such action. Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Landlord and Tenant. For the purposes of this Section, it shall be deemed that Percentage Rent, for any period after any such default and entry by Landlord, would have been at a monthly rate thereafter equal to the average monthly Percentage Rent which Tenant was obligated to pay to Landlord under this Lease either: (i) from the commencement hereof to the date of such default; or (ii) during the last three (3) years prior to the date of such default, whichever is the greater.

Section 10.3. Landlord's Event of Default. Landlord shall not be in an "event of default" in the performance of any of Landlord's obligations hereunder unless and until Landlord shall have failed to perform such obligations within sixty (60) days (or such additional time as is reasonably required to correct any such failure to perform) after written notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation. Landlord's failure to perform such obligations shall permit Tenant to terminate this lease.

Section 11. Subordination. Tenant hereby agrees that this Lease and all of Tenant's right, title and interest hereunder shall be subject, subordinate and inferior to the lien of any and all mortgages of the Premises now on or hereafter to be placed on the Premises, and to any and all terms and conditions thereof. The subordination of this Lease to any such mortgage shall be automatic and self-operative, and no special instrument of subordination shall be necessary. Without limiting the foregoing, if Landlord requests that Tenant execute any document evidencing such subordination then Tenant shall do so within ten (10) days of such request, and any breach of such obligation shall be an automatic Event of Default hereunder, provided that any such instrument shall provide for non-disturbance of Tenant upon Tenant's compliance with the terms of this Lease, including payment of Rent. Tenant agrees that upon request by Landlord, it will execute such amendments to this Lease as Landlord's lender may reasonably require, provided hereunder no change shall be made to the Rent, the Term of the Lease, Tenant's Pro-rata Share or description of Premises. Landlord shall use reasonable efforts to obtain a commercially reasonable subordination, non-disturbance and attornment agreement with Landlord's mortgagee.

Section 12. Security Deposit. Landlord may, from time to time and without prejudice to any other remedy, use all or a part of the Security Deposit to perform any obligation Tenant fails to perform hereunder. In such event, Tenant shall replenish the full amount of the Security Deposit upon demand. If Landlord transfers the Security Deposit to Landlord's successor in interest hereunder, then Landlord thereafter shall have no further liability for the return of the Security Deposit. The Security Deposit shall be returned to Tenant thirty (30) days after the date Tenant has vacated the Premises and surrendered possession thereof to Landlord at the expiration of the Term or any extension thereof as provided herein and has paid Landlord all sums due and owing under this Lease. Tenant shall not be entitled to any interest on the Security Deposit.

Section 13. No Waiver. Failure on the part of Landlord to complain of any action or non-action on the part of Tenant, no matter how long the same may continue, shall never be deemed to be a waiver by Landlord of any of its rights hereunder. Landlord's consent to a particular action does not waive the requirement for consent to the same action, or a similar action, in the future. No payment by Tenant, or acceptance by the Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

Section 14. Notices. Notices under this Lease shall be in writing and shall be sent by certified mail, return receipt requested, or shall be delivered by reputable overnight courier (in the case of notices to Landlord, by reputable overnight courier that can deliver to a 10 Evergreen Circle, Mashpee MA 02649: (A) if intended for Landlord, at the address of Landlord set forth on the first page of this Lease (or to such other address or addresses as may from time to time hereafter be designated by the Landlord by like notice); and (B) if intended for Tenant, at the address of Tenant set forth on the first page of this Lease (or to such other address or addresses as may from time to time hereafter be designated by the Tenant by like notice). All such notices shall be effective when received (or receipt is refused) at the address stated herein.

Section 15. Limitation of Landlord's Liability. The covenants of Landlord contained in this Lease shall be binding upon Landlord (and Landlord's successors) only with respect to breaches occurring during Landlord's (and Landlord's successors') respective ownership of Landlord's interest hereunder. In addition, Tenant specifically agrees to look solely to Landlord's interest on the property for recovery of any judgment from Landlord; it being specifically agreed that neither Landlord nor any officer, employee, owner, affiliate, person or party claiming by, through, or under Landlord shall ever be personally liable for any such judgment. In no event shall Landlord ever be liable to Tenant for any indirect or consequential damages.

Section 16. Covenant of Quiet Enjoyment. Subject to Landlord's rights and remedies provided in this Lease in the event of any default by Tenant, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term, without hindrance from Landlord or any party claiming by, through, or under Landlord, but not otherwise, subject to the terms and conditions of this Lease.

Section 17. Force Majeure. Neither Landlord nor Tenant shall be liable for failure to perform any obligation under this Lease (other than failure to pay a monetary amount) in the event such party is prevented from so performing by strike, extraordinarily inclement weather or because of war or other emergency, or for any other such cause beyond such party's reasonable control (except that financial inability shall never be deemed to be beyond such party's reasonable control).

Section 18. Estoppel Certificate. From time to time, Tenant shall furnish to Landlord and any party designated by Landlord, within ten (10) days after Landlord has made a request therefor, a certificate signed by Tenant confirming and containing such factual certifications and representations as to this Lease as Landlord may reasonably request in writing, and Landlord and such designee shall be entitled to reply upon such certification. Failure to provide such certificate within such time period, time being of the essence, shall be an Event of Default if not cured with two (2) business days. From time to time, Landlord shall furnish to Tenant and any party designated by Tenant, within ten (10) days after Tenant has made a request therefor, a certificate signed by

Landlord confirming and containing such factual certifications and representations as to this Lease as Tenant may reasonably request in writing, and Tenant and such designee shall be entitled to reply upon such certification.

Section 19. Mechanics' Liens. Tenant shall immediately discharge of record (either by payment or by filing of the necessary bond, or otherwise) any mechanics', materialmen's, or other lien against the Premises, which liens may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies, or equipment alleged to have been furnished to or for Tenant on or around the Premises.

Section 20. Brokerage. Neither Landlord nor Tenant has dealt with any broker or agent in connection with the negotiation or execution of this Lease. Tenant and Landlord shall each indemnify the other against all costs, expenses, attorneys' fees, and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through, or under the indemnifying party.

Section 21. Landlord's Review Fees. If Tenant shall request the Landlord's consent or approval for any matter under this Lease, or request Landlord's joinder in any instrument pertaining to this Lease, Tenant shall promptly reimburse Landlord for the reasonable legal, engineering, and other applicable third party fees incurred by Landlord in processing such request, whether or not the Landlord grants such consent or agrees to join in such instrument, but in no event shall such reimbursement exceed \$2,000 without prior notice to Tenant and Tenant's authorization to incur fees in excess of such limit.

Section 22. Holding-Over. If Tenant holds over after the expiration of the Term of this Lease, then Tenant shall be deemed to be a tenant at sufferance, at a monthly Rent equal to one hundred fifty percent (150%) the Rent for the final month of the Term, and subject to all of the other provisions of this Lease. The foregoing shall not constitute consent for post-Term occupancy by Tenant, nor shall the acceptance of Rent under this Section be deemed a waiver of any rights of Landlord to remove Tenant from the Premises and/or obtain further damages.

Section 23. Parking. Landlord agrees that Tenant may during the Term hereof, with others, have the non-exclusive right to use the parking facilities of the property for the accommodation and parking of the automobiles of the Tenant, its officers, agents and employees, and its customers while shopping at the location, but Landlord shall have the right, to be exercised reasonably, to designate from time to time and to change from time to time, the location and direction of such parking lanes and facilities. Tenant agrees to cause its officers, agents, employees, contractors, licensees and concessionaires to park their cars only on such areas as the Landlord may from time to time designate as employee parking areas, and such employee parking areas may be located behind the building, provided the same shall be within a reasonable distance of the premises. The Tenant shall furnish to the Landlord, within five (5) days following the request of the Landlord therefor, the automobile license numbers of the vehicles customarily used by the Tenant and the Tenant's officers, agents, employees, contractors, licensees and concessionaires. If the Tenant or any officer, agent, employee, contractor, licensee or concessionaire of the Tenant shall park his or her car other than in designated employee parking areas, the Landlord shall have the right and privilege to have any such car towed away at the Tenant's expense and Tenant shall pay to Landlord the sum of Fifty Dollars (\$50.00) within five (5) days of submission of a bill therefor.

Section 24. Attorney's Fees. Intentionally deleted.

Section 25. Signage. Tenant shall not place on the exterior of the Premises (including, but without limitation, windows, doors, and entrance lobbies) any signs other than those signs (including the design, number and location of such signs and any replacements thereof) which shall first have been approved by the Landlord or the Landlord's architect. The signs desired by the Tenant shall be indicated in the Tenant's plans and specifications to be submitted to the Landlord's architect or engineer for approval; In addition to any other remedies available to Landlord pursuant to the provisions of Section 10.2 hereof, Tenant shall pay to Landlord the sum of Fifty Dollars (\$50.00) upon each violation by Tenant of the terms and provisions of this Section. All signage must comply with applicable legal requirements and approved by the Town of Mashpee. Tenant to have name on sign for Evergreen Circle as other Tenants located on street. Sign is placed on Lot B.

Section 26. Gift Card Program. Intentionally deleted.

Section 27. Miscellaneous Provisions. If any provision of this Lease or portion of such provision or the application thereof to any person or circumstance is for any reason held invalid or unenforceable, the remainder of the Lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby. The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease nor the intent of any provisions hereof. This Lease is made pursuant to, and shall be governed by, and construed in accordance with, the laws of the State in which the Premises is located. Tenant shall not record this Lease, provided that Landlord and Tenant shall record a Notice of Lease pursuant to G.L. c. 183, s. 4. Nothing herein contained shall be interpreted as creating a partnership or joint venture relationship between Landlord and Tenant, or any other legal relationship other than as Landlord and Tenant. If Tenant consists of more than one person or entity, then all covenants, obligations, and liabilities hereunder shall be the joint and several covenants, obligations, and liabilities of each such person and/or entity. Tenant shall keep the terms of this Lease confidential, except for disclosure to its attorneys, accountants, and other parties with a reasonable business purpose to know such information. The submission of any draft of this Lease to Tenant shall not be construed as an offer, and Tenant shall not have any rights under this Lease unless and until it has signed a copy of this Lease and delivered it to Landlord, and Landlord has signed a copy of this Lease and delivered it to Tenant. Any consent required of Landlord in any provision of this Lease may be withheld by Landlord in its sole discretion unless the provision requiring such consent specifically states that the Landlord shall not withhold such consent unreasonably. Subject to the terms of this Lease, this Lease shall be binding upon and inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant. This Lease may be executed in counterparts. Delivery of an executed counterpart of this Lease by telecopier or by ".pdf" e-mail shall be effective as delivery of an original executed counterpart.

Section 28. Exhibits. The following Exhibits are attached to this Lease and by this reference are incorporated herein: Exhibit A – Floor Plan of Premises; Exhibit C – Guaranty; Exhibit D – Provisions Regarding Use of Sidewalk Area and Patio;

(Signatures on next page)

JF.

Executed as an instrument under seal as of 4th OCTOBER, 2019 (the "Effective Date").

TENANT:

AstraLuna Brands

By: Cape & Island Distillers.

Its: Manager

By: 

Name: Jonathan Fryer

Title: Partner

LANDLORD:

Magni Inc.

By: Magni Inc.

Its manager

By: 

Name: Ian Aggerbeck

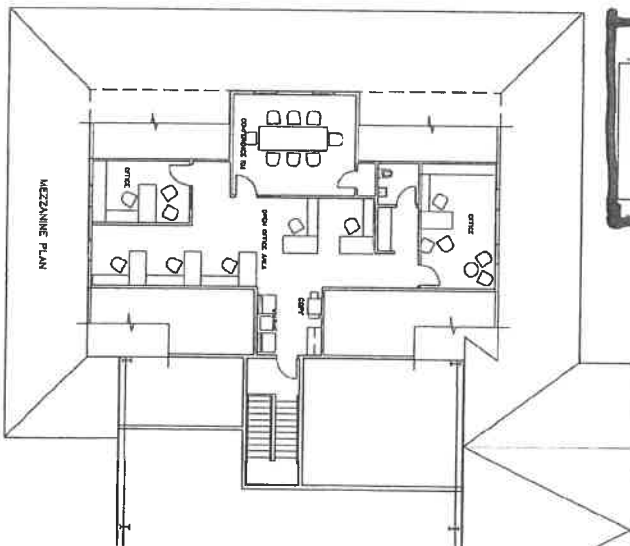
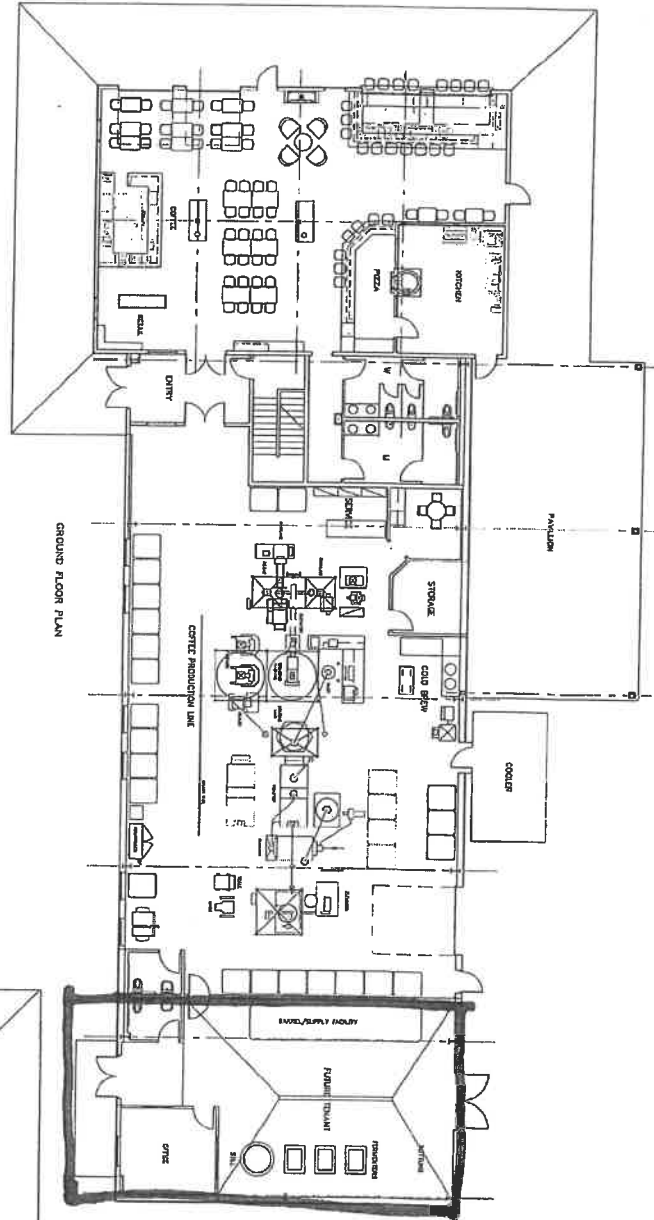
Title: Authorized Signatory

EXHIBIT A

FLOOR PLAN OF PREMISES

JF

EXHIBIT "A"

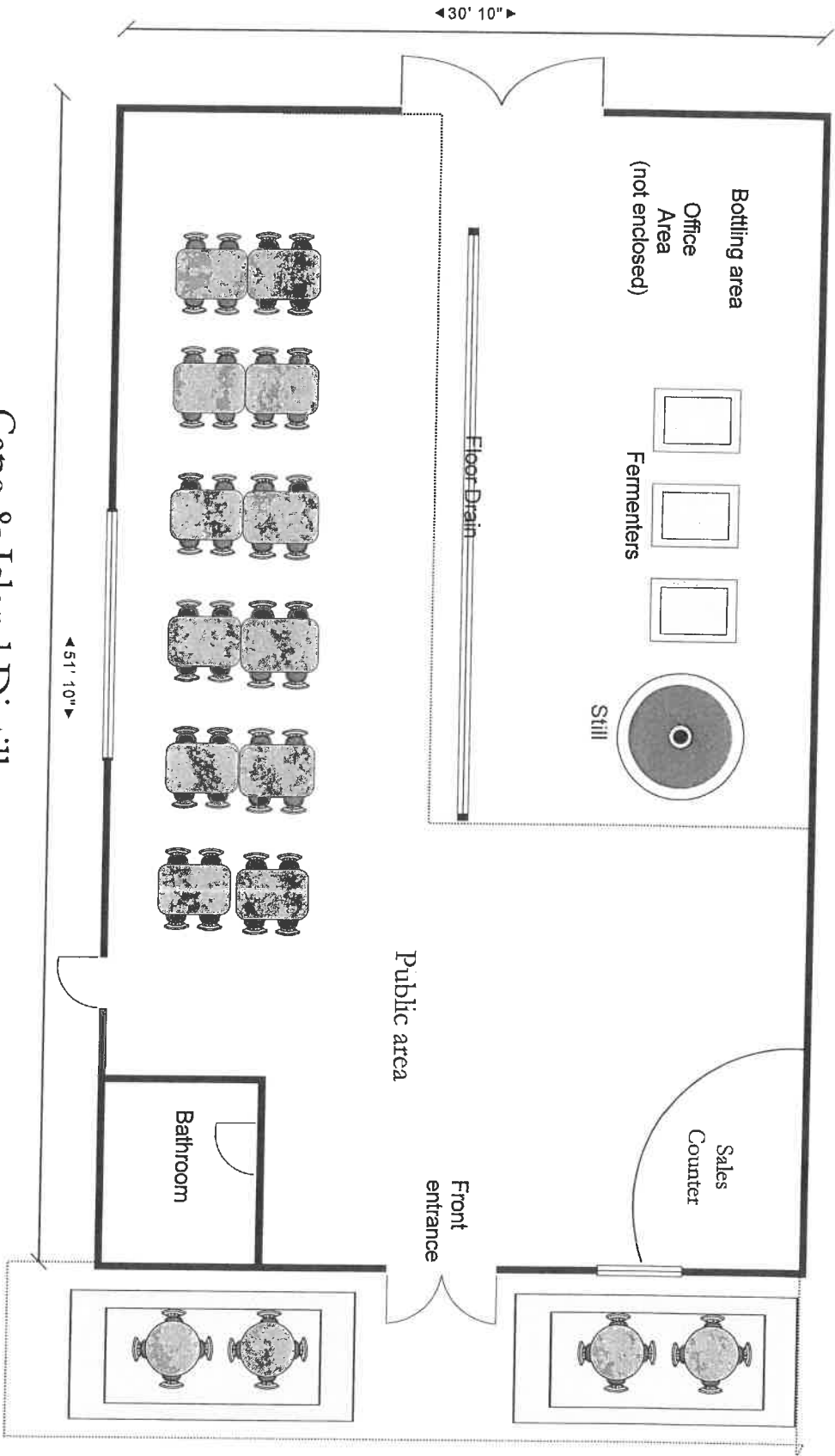


SPACE "B"

<p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> <tr> <td>1</td> <td>ISSUED FOR PERMIT</td> <td>4-24-97</td> </tr> </table>	NO.	DESCRIPTION	DATE	1	ISSUED FOR PERMIT	4-24-97	<p>DWG. INFO.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>DATE</td> <td>5-25-97</td> </tr> <tr> <td>SCALE</td> <td>1/8"=1'-0"</td> </tr> <tr> <td>DRAWN</td> <td>CAD</td> </tr> <tr> <td>CHECK</td> <td></td> </tr> <tr> <td>APPROVED</td> <td></td> </tr> </table>	DATE	5-25-97	SCALE	1/8"=1'-0"	DRAWN	CAD	CHECK		APPROVED		<p>PROPOSED NEW FACILITY FOR CAPE COD COFFEE 10 EVERGREEN CIRCLE MASHPEE, MASSACHUSETTS</p> <p><small>THIS DRAWING BECOMES THE PROPERTY OF CONSERV GROUP INCORPORATED. IT IS TO BE USED ONLY FOR THE PROJECT AND NOT TO BE REPRODUCED OR COPIED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF CONSERV GROUP INCORPORATED.</small></p>	<p>ConSery Group Incorporated 110 State Road, Suite 7 Sagamore Beach, MA 02562 Tel: 508-680-6555</p>
NO.	DESCRIPTION	DATE																	
1	ISSUED FOR PERMIT	4-24-97																	
DATE	5-25-97																		
SCALE	1/8"=1'-0"																		
DRAWN	CAD																		
CHECK																			
APPROVED																			

SHEET TITLE:
**EQUIPMENT/
 FURNITURE PLAN**

SHEET & JOB #:
 F-1
 #876



Cape & Island Distillers
Draft Floor Plan 5/21/21

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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



Transaction Processed Successfully.

INVOICE #: ac9a39bb-ee41-4be1-9ef1-d1c063ceeffa

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	#54 Cape & Islands Distillers LLC	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Date Paid: 5/22/2021 2:27:44 PM EDT

Total Amount Paid: \$204.70

Payment On Behalf Of

License Number or Business Name:
#54 Cape & Islands Distillers LLC

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Jonathan

Last Name:
Fryer

Address:

City:
Dover

State:
MA

Zip Code:
02030

Email Address:
i



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

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

APPLICATION FOR A NEW LICENSE

**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)

FD-LIC-000054

ENTITY/ LICENSEE NAME

Cape & Islands Distillers LLC

ADDRESS

10a Evergreen Circle

CITY/TOWN

Mashpee

STATE

MA

ZIP CODE

02649

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> 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/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other | | <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**

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

The Mashpee Board of Selectmen, acting as the Local Licensing Authority for the Town of Mashpee, will conduct a public hearing on Monday, June 7, 2021 at 6:45 p.m. in the Waquoit Meeting Room of Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA 02649.

The purpose of said hearing is to consider a modification to the entertainment license of Barnstable Pizza & Pasta Co Inc. dba Finally Dino's, located at 401 Nathan Ellis Highway, to allow for amplified music on the outdoor premises. The public is invited to attend, and to present any questions, comments, or concerns they may have pertaining to this license.

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

Per Order of

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

Mashpee Board of Selectmen



**TOWN OF MASHPEE
BOARD OF SELECTMEN
PUBLIC HEARING
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You may submit comments and questions via email to bos@mashpeema.gov prior to the meeting date and time.

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

May 28, 2021



TOWN OF MASHPEE

OFFICE OF SELECTMEN

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

MEMORANDUM

Date: June 3, 2021

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

From: Stephanie A. Coleman, Administrative Secretary

Re: Modification of Entertainment License – Barnstable Pizza & Pasta Co Inc. dba Finally
Dino's

Description

Discussion of the request to modify the entertainment license of Barnstable Pizza & Pasta Co Inc. dba Finally Dino's

Background

The Mashpee Board of Selectmen, acting as the Local Licensing Authority for the Town of Mashpee, will conduct a public hearing on Monday, June 7, 2021 at 6:45 p.m. in the Waquoit Meeting Room of Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA 02649.

The purpose of said hearing is to consider a modification to the entertainment license of Barnstable Pizza & Pasta Co Inc. dba Finally Dino's, located at 401 Nathan Ellis Highway, to allow for amplified music on the outdoor premises. The public is invited to attend, and to present any questions, comments, or concerns they may have pertaining to this license.

TO: John Cotton Chair Mashpee Board of Selectmen

FROM: CONSTANTINOS MITROKOSTAS Manager Barnstable Pizza &
Pasta Co Inc DBA Dino's Pizza / Dino's Sports Bar

RE: Modification of Outdoor Entertainment License

Chairman Cotton,

I am respectfully requesting to be placed on the Mashpee Board of Selectmen's Monday June 7, 2021 to seek a modification of the outdoor entertainment license at Dino's on Deck. The modification would be to be able to do amplified music.

Respectfully

Constantinos Mitrokostas

Manager BPPCoInc.

May 19, 2021

Permit No - WE-21-0001



THE COMMONWEALTH OF
MASSACHUSETTS
The Town Of Mashpee

Fee - \$700.00

This is to certify that

Barnstable Pizza & Pasta Co., Inc. d/b/a Finally Dino's

(Name)

401 NATHAN ELLIS HWY

(Address)

Weekday Entertainment

IS HEREBY GRANTED A

*TV, Live, Recorded music, dancing by patrons. Acoustic/non-amplified outdoor entertainment must cease at 10 PM. *Entertainment hosted on the licensed premises must be arranged/performed in accordance with the Covid-19 regulations. Opening of dance floors is prohibited. Recreational amenities may be used, provided patrons are not eating/drinking while playing and are wearing face coverings.*

This license is granted in conformity with the Statutes and ordinances relating thereto, and expires 12/31/21 unless sooner suspended or revoked.

Issue Date :

12/07/20

[Signature]
John J. Cotton (Chairman)

Thomas F. O'Hara (Vice-Chairman)

Carol A. Sherman (Clerk)

Andrew R. Gottlieb (Selectman)

David W. Weeden (Selectman)

THE COMMONWEALTH OF MASSACHUSETTS
Town OF Mashpee



LICENSE

For

PUBLIC ENTERTAINMENT ON SUNDAY

The Name of the Establishment is Barnstable Pizza & Pasta Co. Inc. dba Finally Dino's in or on the property at No.

401 Nathan Ellis Highway, Mashpee, MA 02649

(address)

The Licensee or Authorized representative, CONSTANTINOS MITROPOULOS

accordance with chapter 136 of the General Laws, as amended, hereby request a license for the following program or entertainment: _____ in _____

Proposed dancing or game, sport, fair, exposition, play, entertainment or public diversion

DATE	TIME	
1/1/21 - 12/31/21	11 am - 12 am	Live music, recorded music, dancing by patrons, DJ, coin operated devices. Outdoor entertainment restricted to acoustical music, must cease at 10 p.m. Patio must close at 10 p.m.

[Signature]
John J. Corroon

Hon. John J. Corroon Mayor/ Chairman of Board of Selectman, Town of Mashpee (City or Town)

Fees per occurrence (Individual Sunday(s)): Regular Hours (Sunday 1:00pm - Midnight): \$2.00 Special Hours (Sunday 12:00 am- Midnight): \$5.00. Annual Fee (For Operating on every Sunday in calendar year): Regular Hours (Sunday 1:00pm - Midnight): \$50.00 Special Hours (Sunday 12:00 am- Midnight): \$100.00

This license is granted and accepted, upon the understanding that such entertainment that the licensee shall comply with the laws of the Commonwealth applicable to licensed entertainments, and also to the following terms and conditions: The licensee shall at all times allow any person designated in writing by the Mayor, Board of Selectmen, or Commissioner of Public Safety, to enter and inspect his place of amusement and view the exhibitions and performances therein; shall permit regular police officers, detailed by the Commissioner of Public Safety or Chief of the local Police Department to enter and be about this place of amusement during performances for the services of the regular police officers such amount as shall be fixed by him; shall permit at all times to enter and be about his place of amusement such members of the Fire Department as shall be detailed by the Chief of the Fire Department to guard against fire; shall keep in good condition, go as to be easily accessible, such standpipes, hose, axes, chemical extinguishers and other apparatus as the fire department may require; shall allow such members of the fire department in case of any fire in such place, to exercise exclusive control and direction of his employees and of the means and apparatus provided for extinguishing fire therein; shall permit no obstruction of any nature in any aisle, passageway or stairway of the licensed premises, nor allow any person therein to remain in any aisle passageway or stairway during an entertainment; and shall conform to any other rules and regulations at any time made by the Mayor or Board of Selectmen. This license shall be kept on the premise where the entertainment is to be held, and shall be surrendered to any regular police officer or authorized representative of the Department of Public Safety. This license is issued under the provisions of Chapter 136 of the General Laws, as amended, and is subject to revocation at any time by the Mayor, Board of Selectmen, or Commissioner of Public Safety.

Do not write in this box

This application and program must be signed by the licensee or authorized representative of entertainment to be held. No Change to be made in the program without permission of the authorities granting and approving the license.

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES



TOWN OF MASHPEE

OFFICE OF SELECTMEN

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

MEMORANDUM

Date: June 3, 2021

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

From: Stephanie A. Coleman, Administrative Secretary

Re: One Day Liquor License Application – Boys & Girls Club of Cape Cod

Description

Discussion and Approval of the One Day Liquor License Application and waiver of \$25.00 license fee for the Boys and Girls Club of Cape Cod.

Background

The applicant is requesting a One Day Liquor License for the annual meeting of the Boys & Girls Club of Cape Cod taking place on June 17, 2021 at 31 Frank E. Hicks Drive, Mashpee MA 02649. The applicant is also requesting a waiver of the \$25.00 license fee.

May 25, 2021

Mashpee Office of Selectmen
16 Great Neck Road North
Mashpee, MA 02649

Dear Members of the Mashpee Board of Selectmen,

We are requesting that the Office of Selectmen waive the \$25 One Day Liquor License Fee for the Boys & Girls Club of Cape Cod Annual Meeting. We would also like to take this opportunity for supporting our program throughout our many years of service, especially during this past year as we all dealt with adversity during the COVID-19 pandemic. Our theme this meeting is Resilience and we hope to continue to provide programs and services at low membership costs for the children of Mashpee & Cape Cod.

Once again, we thank you and appreciate your continued support.

Sincerely,

Lloyd Wilson Jr.
Director of Operations
Boys & Girls Club of Cape Cod



**BOYS & GIRLS CLUB
of CAPE COD, INC.**

Kraft Family Club House
P.O. Box 895
31 Frank E. Hicks Drive
Mashpee, MA 02649
TEL: 508-477-8845
FAX: 508-477-1991
EMAIL: info@BoysGirlsClubCapeCod.org
WEB SITE: www.BoysGirlsClubCapeCod.org

Board of Directors

Jes Baptista
Steven Bell
Paul Bober
Joe Callahan
Mathew Dennen
Diane Dillon
Paul Drepanos
Susan Dropo
Judith Fitzgerald
Judith Goetz
James Kiley
Mary O'Keefe
Michelle Princi
Judith A. Martin
Pamela Mullin
Michael Richardson
Steve Robichaud
Paul Squarcia
Linda Zammer

Officers

James Kiley
President

Susan Dropo
Vice President

Judith Fitzgerald
Treasurer

Steven Bell
Secretary

Executive Advisory Board

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Kenneth Bates
Karen Bissonnette
Polly Galliker
Susan George
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Brian A. Hyde
Ann Macdonald
James Long
Richard Nelson
Jamie Regan
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Ruth Provost
Executive Director





TOWN OF MASHPEE

OFFICE OF SELECTMEN

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

MEMORANDUM

Date: May 28, 2021
To: Rodney C. Collins, Town Manager and
Honorable Members of the Board of Selectmen
From: Stephanie A. Coleman, Administrative Secretary
Re: Waiver of Annual Building Inspection Fee – Boys & Girls Club of Cape Cod

Description

Discussion of the request by Lloyd Wilson Jr., Camp Director, on behalf of the Boys & Girls Club of Cape Cod for the Town to waive the club's annual inspection fee.

Background

The Boys & Girls Club of Cape Cod is requesting that the Town waive the \$40.00 building inspection fee, as granted in the past years, in order for the organization to continue the low membership costs for the children of Mashpee and Cape Cod.



**BOYS & GIRLS CLUB
of CAPE COD, INC.**

Kraft Family Club House
P.O. Box 895
31 Frank E. Hicks Drive
Mashpee, MA 02649
TEL: 508-477-8845
FAX: 508-477-1991
EMAIL: info@BoysGirlsClubCapeCod.org
WEB SITE: www.BoysGirlsClubCapeCod.org

May 17, 2021

Mashpee Building Department
16 Great Neck Road North
Mashpee, MA 02649

Dear Members of the Mashpee Building Department,

We are requesting that the Building Department waive the \$40 inspection fee, as they have done in the past years, to help us maintain our low membership costs for the children of Mashpee & Cape Cod.

We thank you for doing so in the past and appreciate your continued support.

Sincerely,

Lloyd Wilson Jr.
Camp Director
Boys & Girls Club of Cape Cod

Board of Directors

Jes Baptista
Steven Bell
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Diane Dillon
Paul Drepanos
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Ruth Provost
Executive Director





TOWN OF MASHPEE

OFFICE OF SELECTMEN

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

MEMORANDUM

Date: June 3, 2021

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

From: Stephanie A. Coleman, Administrative Secretary

Re: Special Event Application - Race Amity Day

Description

Discussion of the Special Event Application for Race Amity Day, hosted by the Mashpee Inclusion and Diversity Committee.

Background

The Mashpee Inclusion and Diversity Committee is requesting to host an event in order to recognize the establishment of the second Sunday in June as Race Amity Day. The proposed event is scheduled to take place on Sunday, June 13, 2021 from 1:00 PM to 3:00 PM at Mashpee Community Park and will be free to the public. The applicant is expecting up to 75 people to attend. The event will include a guest speaker, entertainment, and a family picnic.

Recommendations

Health – Approved. If portable toilets are not available contact DPW to make arrangements.

Building – Approved. Not Applicable

DPW – Incomplete. Applicant will need to provide further details at the meeting of the Board on Monday, June 7th, and will be provided with additional requirements.

Fire – Approved. No additional comments.

Police – Approved. This event will not require a detail officer. If any parking issues arise, please call the department and an officer from the shift can assist in solving any problems.



TOWN OF MASHPEE

OFFICE OF SELECTMEN

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

A PROCLAMATION *Race Amity Day*

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

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

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

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

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

THEREFORE, we, the Mashpee Board of Selectmen, do hereby proclaim June 11, 2017 to be "RACE AMITY DAY" in the Town of Mashpee.

Andrew R. Gottlieb, Chairman

John J. Cahalane, Vice-Chairman

Thomas F. O'Hara, Clerk

Carol A. Sherman

John J. Cotton

AMENDMENT NO. 1 TO AGREEMENT
FOR OPERATION OF
MASHPEE TRANSFER STATION

The within AMENDMENT NO. 1 to the Agreement between the **Town of Mashpee**, acting by and through its Board of Selectmen, hereinafter referred to as "Town", and **Gotta Do Contracting LLC**, hereinafter referred to as "Contractor", dated OCT. 1, 2019 (hereinafter, the "Agreement") is effective as of the 1st day of October, 2019.

In consideration of the mutual covenants contained herein, the parties agree as follows:

Attachment B to the Agreement (SCOPE OF WORK), specifically Section 1.04 (COMPOSTING AREA), is hereby amended by adding the following subsection K:

K. LICENSE TO USE ADDITIONAL COMPOSTING AREA

1. The Town hereby grants to the Contractor a license to occupy and use approximately 5 acres at the Mashpee Transfer Station (the "License Area") for purposes of composting of yard waste from commercial businesses and for the sale of landscape materials. Said License Area is shown on the overview map attached hereto.
2. The Town reserves the right to continue to use the License Area for composting of yard waste collected from Transfer Station sticker holders. The Contractor shall continue to manage the License Area as outlined in the Scope of Work, Attachment B to the Agreement.
3. The License Area hours of operation shall be Monday – Saturday, from 8 am to 4 pm (staff will be onsite at 7:30 am). Contractor may reduce these hours during the winter months upon prior written notification to the Town.
4. Grinding activities shall be performed between 9 am – 3 pm Monday through Friday. Windrowing of yard waste as well as any screening may be performed during operating hours.
5. Contractor shall provide additional/separate staff and equipment for operation of the yard waste area. The staff otherwise required to execute the work required under the Agreement shall not be assigned to the operation of the License Area.

6. Contractor shall provide a separate office trailer with utilities for all transactions and activities related to its operations on the License Area. Staff at the Transfer Station gatehouse shall direct customers to this office. Contractor shall obtain all applicable permits and approvals for siting this office trailer.
7. Contractor shall provide security gates at the internal entrance and exit to the Transfer Station to prevent unauthorized access to the Transfer Station when it's closed. See attached overview map.
8. Contractor may accept grass clippings, leaves, and brush/stumps from landscaping companies or individual property owners. Materials available for sale shall be limited to mulch, topsoil, compost, firewood, and aggregate.
9. Transfer Station sticker holders shall continue to have unlimited access to the License Area for disposal of grass clippings and leaves throughout the year as well as limited disposal of brush (two barrels). At the Town's discretion, the limit on brush may be temporarily lifted after significant storm events for sticker holders.
10. Finished compost produced from yard waste collected from Transfer Station sticker holders shall remain the property of the Town. At the Town's discretion, this compost may be offered at no charge to sticker holders, may be utilized by the DPW or may be sold to Contractor at a price to be determined.
11. Contractor shall provide a location within the License Area for the DPW to continue to tip wood chips. These wood chips shall be made available at no charge to Transfer Station sticker holders.
12. Contractor may install a sign at the entrance to the Transfer Station. The sign shall not exceed 6 square feet and shall list the business name, hours of operation, and a telephone number. Contractor shall obtain all applicable permits for the sign. Location of the sign shall be approved by the Town.
13. Contractor shall post a sign at the office trailer listing the fees for the commercial operation on the License Area. The sign shall also state what use is allowed for Transfer Station sticker holders.
14. Contractor shall pay to the Town a fee in consideration of its use and occupancy of the License Area, as specified herein, as follows:

FY20 10/1/19 – 6/30/20 \$3,500.00 per month

FY21 7/1/20 – 11/30/20 \$4,000.00 per month
12/1/20 – 2/28/21 \$2,000.00 per month
3/1/21 – 3/31/21 \$4,000.00 per month
4/1/21 – 6/30/22 \$6,000.00 per month

FY22 Fee to be negotiated.

15. General Conditions of License

- a) Grant of License. By execution of this Amendment, the Town hereby grants to the Contractor a License to use and occupy the License Area for purposes of this Agreement and any other use which may be specifically authorized, in writing, by the Town. The Contractor shall have, appurtenant to the License hereby granted, the non-exclusive use, in common with all others entitled thereto, of the License Area solely for the purposes of the permitted use(s) defined herein, and Contractor shall not use the License Area for any other purpose. Contractor acknowledges and agrees that it accepts the License Area in "as is" condition for the purpose of this Agreement and that the Town has made no representation or warranty regarding the fitness of said License Area for such permitted use(s). Contractor shall not make any alterations to or improvements upon the property which deviate in any material manner from those existing as of the date of commencement of this Agreement, nor shall the License Area be used by Contractor in any manner other than that specified herein without first obtaining the written approval of the Town. The License Area shall be returned, as nearly as possible, to its original condition by the Contractor, at its sole cost and expense, at the conclusion of the term hereof.
- b) Inspection of Site. Notwithstanding the rights granted to the Contractor herein, the Town retains the right to enter upon and inspect the License Area and the operations conducted thereon at such intervals and upon such terms as it shall deem necessary and appropriate to assure compliance with the terms and conditions of this Agreement.
- c) Compliance with Laws. Contractor shall at all times perform the permitted use(s) in accordance with all applicable laws, statutes, bylaws, regulations, permits, licenses, approvals, orders and requirements of governmental authorities and with all

requirements of its insurance policies.

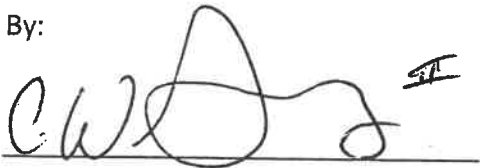
- d) Repair of Damage. Contractor will neither cause nor suffer any waste of the License Area and shall maintain said property in good order and repair at all times.
- e) Security. The Town is not responsible for the security of the Licensed Area or any fixtures, equipment, machinery, vehicles or other personal property placed thereon by Contractor, each of which shall be the sole responsibility of the Contractor.
- f) Costs of Operations. Contractor shall be solely responsible for any and all costs and expenses associated with the exercise of its rights under this Agreement and the cost of any non-structural repairs to the License Area made necessary by the actions of the Contractor.
- g) Indemnification. The Contractor agrees to take all reasonable and necessary precautions to prevent injury to persons and damage to property during the term of this Agreement and shall indemnify, save harmless and defend the Town, its officers, employees and/or agents, from and against all losses and expenses resulting, in any way, from any negligent or willful act or omission on the part of the Contractor, its agents, employees or sub-contractors or resulting directly or indirectly from Contractor's performance under this Agreement.
- h) Independent Contractor. Contractor agrees that it is not an agent or employee of the Town and is not authorized to act on behalf of the Town.
 - 1. Unless otherwise agreed by the parties, in writing, the Contractor shall supply, at its sole expense, all staffing, equipment, tools, materials and supplies necessary to complete the services to be performed hereunder.
 - 2. The Contractor understands that it is responsible to pay, according to law, all applicable taxes relating to its operation of the License Area, including but not limited to self-employment tax.
- i) Assignment. Contractor shall not assign the license granted hereunder, or any interest therein, without the prior written consent of the Town.
- j) Sub-Contractors. Contractor shall not engage any other company, sub-contractor or individual to perform any obligation hereunder without the prior written consent of the Town.

16. Penalty for Non-Compliance (Liquidated Damages). It is hereby agreed by the parties that in the event that all work or performance called for under the license agreement is not executed or completed by the Contractor in conformance with the terms of this Agreement, damage will be sustained by the Town, and that it is, and will be, impracticable and extremely difficult to ascertain and determine the actual amount of damages the Town will sustain in event of and by reason of such non-conformance. Accordingly, Liquidated Damages have been negotiated and agreed to by both parties as set forth herein. Contractor shall, accordingly, prosecute all work specified herein diligently, using such means and methods as will assure full and satisfactory completion. The amount of liquidated damages assessable by the Town upon any material breach of the terms hereof by the Contractor is Five Hundred Dollars (\$500.00) per day for each day, or portion thereof, upon which such breach persists after written notice from the Town thereof. Said Liquidated Damages shall be cumulative and may, at the Town's option, be deducted, in whole or in part, as a credit from any amounts then owed by the Town to the Contractor or which may have been paid to the Contractor under this Agreement. If no amounts are then owed to Contractor, Contractor shall forthwith pay to Owner the amount of liquidated damages upon written demand therefor. The liquidated damages shall cease once the Contractor has fully and completely remedied any breach of its duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed on the day and year referenced below.

GOTTA DO CONTRACTING LLC

By:



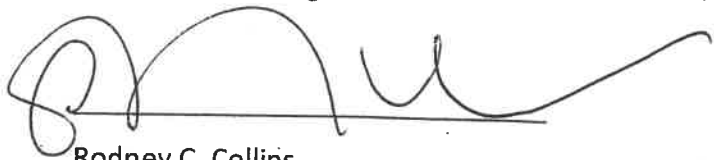
CW Gregory III

Printed Name and Title

Dated: 10/1/19

TOWN OF MASHPEE

By its Town Manager:



Rodney C. Collins

Dated: 10/1/2019



Town of Mashpee

Department of Public Works

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

MEMORANDUM

June 3, 2021

TO: Board of Selectmen
Rodney Collins, Town Manager

FROM: Catherine Laurent, Director *cl*

RE: Route 151 Corridor Improvement Project Phase 1 – Order of Taking for Easements

Description

Acquisition of temporary and permanent easements from six property owners on Route 151 is required for Phase 1 of the Route 151 Corridor Improvement Project. A listing and description of the easements is below.

Southport

BP-07	1,336 SF	Permanent easement – Shared-Use Path
PUE-1	53 SF	Public Utility Easement-Overhead Utility Wires
TE-58	1,686 SF	Temporary Easement-Grading-5 Years

Mashpee Senior Housing

TE-34	4,451 SF	Temporary Easement-Grading 5 Years
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Turchin

TE-37	2,689 SF	Temporary Easement for Grading-5 Years
TE-38	2,451 SF	Temporary Easement for Grading-5 Years

Orenda Wildlife Land Trust

TE-67	110 SF	Temporary Easement-Grading and Stone End Protection-5 Years
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Mashpee Commons

E-03	2,293 SF	Permanent Easement-Lane markings, Traffic Signal equipment; Crosswalk
E-06	862 SF	Permanent Easement-Lane markings
E-05	472 SF	Permanent Easement-Lane markings
D-02	221 SF	Permanent Easement-Drainage Stone Pad
TE-42	2,513 SF	Temporary Easement-Grading-5 Years
TE-46	1,240 SF	Temporary Easement-Grading-5 Years; Sidewalk and side street construction
TE-52	91 SF	Temporary Easement-Grading-5 Years

TE-48	1,204 SF	Temporary Easement-Grading-5 Years
TE-49	6,686 SF	Temporary Easement-Grading; Driveway Reconstruction-5 Years
TE-63	1,178 SF	Temporary Easement-Invasive Plant Clearing-5 Years
TE-50	2,064 SF	Temporary Easement-Grading-5 Years
TE-51	2,186 SF	Temporary Easement-Grading; Side Street Reconstruction-5 Years
TE-61	626 SF	Temporary Easement-Grading-5 Years
TE-62	264 SF	Temporary Easement-Grading-5 Years
TE-70	91 SF	Temporary Easement-Work Area for Grading Driveway-5 Years
TE-71	120,955 SF	Temporary Easement over Job's Fishing Road; Potential Detour-5 Years
TE-39	2,695 SF	Temporary Easement-Grading-5 Years
TE-40	614 SF	Temporary Easement-Grading-5 Years
TE-69	191 SF	Temporary Easement-Work Area for Grading-5 Years

Roman Catholic Bishop of Fall River

TE-53	3,881 SF	Temporary Easement-Grading
-------	----------	----------------------------

Background

The above project, which is scheduled to be bid for construction in early July 2021, includes realignment/widening of the intersections at Old Barnstable Road and at Frank E. Hicks Road, traffic signal upgrades, widening of the existing multi-use path, installation of a sidewalk, addition of drainage, and resurfacing of the road.

Appraisals has been completed and offer letters have been sent to the property owners (a request for donation was also included with the letters). The required 30-day review period has expired therefore a vote by the Board is now required. Unless a donation is received, payments will be issued to the property owners as listed below. Funding will be through Chapter 90.

Southport	\$6,100 total
Mashpee Senior Housing	\$1,900
Turchin	\$1,300 total
Orenda	\$500
Mashpee Commons	\$88,500 total
RC Bishop of Fall River	\$2,100

Recommendation

I recommend that the Board of Selectmen vote to approve the Orders of Taking.

Pros and Cons

Acquisition of the easements is required for the project. The project will improve safety, congestion/traffic flow, and bicycle and pedestrian accommodations.



Town of Mashpee

Department of Public Works

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

MEMORANDUM

June 3, 2021

TO: Board of Selectmen
Rodney Collins, Town Manager

FROM: Catherine Laurent, Director *CL*

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

The Department of Public Works recommends that contracts for the following annual bids be awarded for FY22:

Bid Item	Contractor	Price
Alarm Monitoring/Inspection	Cape Cod Alarm	Monitoring/Annual Inspection
▪ Town Hall		\$50.00/\$645.00
▪ Archives		\$25.00/\$310.00
▪ Recreation		\$25.00/\$310.00
▪ Kids Klub		\$25.00/\$310.00
▪ Library		\$45.00/\$570.00
▪ Police		\$25.00/\$310.00
▪ Fire #1		\$25.00/\$310.00
▪ Fire #2		\$25.00/\$310.00
▪ Senior Center		\$45.00/\$570.00
▪ Coombs School		\$45.00/\$570.00
▪ Quashnet School		\$45.00/\$570.00
▪ High/Middle School		\$45.00/\$570.00
▪ Service: Technician		\$140.00 per hour
Apprentice		\$0 per hour

Catch Basin Cleaning	Leo Vigeant Co.	\$13.73 each
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Cold Planing	Lawrence-Lynch Corp., LLC	\$2.90/SY
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Purchase of Drainage Structures	
Concrete structures	Acme-Shorey Precast

1,000 Gallon Basins

• Solid	\$758.00
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• Leaching	\$747.00
• Leaching, offset	\$748.00
• 4x4 Galley	\$346.00
• Gutter Inlet	\$244.00
• 42" Riser	
○ 4"	\$93.00
○ 6"	\$100.00
○ 10"	\$124.00

Electrical Services

Bayside Electrical Contractors

▪ Master/journeyman	\$30.00 per hour
▪ Apprentice	\$77.00 per hour
▪ Bucket Truck	\$75.00 per hour

Equipment Rental

Lawrence Lynch Corp.

• Backhoe with operator	1/4 yard	\$212.00 per hour
	1 1/4 yard	\$290.00 per hour
• Bulldozer with operator	D-4 or equivalent	\$247.00 per hour
	D-9 or equivalent	\$285.00 per hour
• Front end loader with operator	1 1/4 yard	\$228.00 per hour
	5 yard	\$262.00 per hour
• Skid Steer with operator, all attachments		\$268.00 per hour
• Excavator with operator		\$289.00 per hour
• Grapple with operator		\$282.00 per hour
• Road widener with operator		\$298.00 per hour
• 10-Wheel dump truck with driver		\$126.00 per hour
• Trailer truck with driver		\$126.00 per hour

Pulverizing

Murray Paving & Reclamation

\$1.80/SY

MIMHS WWTF

Weston & Sampson, Inc.

▪ Daily Operation	\$48,300 per year
▪ Police Station Pump Station	\$1,080.00 per year
▪ Breezy Acres Pump Station	\$1,080.00 per year
▪ Chief Operator	\$95.00 per hour
▪ Mechanic	\$100.00 per hour
▪ Project Manager	\$155.00 per hour
▪ Electrician	\$105.00 per hour
▪ Compliance Coordinator	\$95.00 per hour

Purchase of Guardrail

Bartlett Consolidated

▪ Wood Guardrail, plf	\$40.00
▪ SS Guardrail, plf	\$52.00
▪ Terminal Ends, each	\$60.00
▪ ASTM A-606-91a Guardrail, plf	\$56.00
▪ Terminal Ends, each	\$70.00

Purchase of Stone	Cape Cod Aggregates	\$27.45/ton
Fire Suppression, Inspection & Service	Gannon Fire Sprinkler	
▪ Town Hall		\$200.00
▪ Kids Klub		\$300.00
▪ Library		\$200.00
▪ Police		\$300.00
▪ Fire #1		\$300.00
▪ Fire #2		\$200.00
▪ Senior Center		\$300.00
▪ Coombs School		\$200.00
▪ Quashnet School		\$200.00
▪ High/Middle School		\$200.00
▪ Service: Technician		\$150.00 per hour

These bids are the first year of a two-year bid, except as noted below.

The bid for Alarm Services was for three years.

A Request for Proposals for a three-year contract was issued for operation of the wastewater treatment facility at the Mashpee Middle/High School instead of a Request for Bids. Based on experience, qualifications, and references, and after review of the price, Weston & Sampson is recommended.

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

Town of Mashpee
Bid Opening
Alarm Monitoring, Inspection, and Repair
Thursday, May 26, 2021

AMERICAN SERVICE COMPANY			
Monitoring – Fire ONLY, per year	FY22	FY23	FY24
Town Hall	3000	960	960
Archives	3000	960	960
Kids Klub	3000	960	960
Police	3000	960	960
Fire & Rescue	3000	960	960
Senior Center	3000	960	960
Recreation	3000	960	960
Fire Station #2	3000	960	960
Coombs School	3000	960	960
Quashnet School	3000	960	960
High School	3000	960	960
Library	3000	960	960
Subtotal	\$36000	\$11520	\$11520
Annual Inspection			
Town Hall	1440	1512	1590
Archives	1440	1512	1590
Kids Klub	1440	1512	1590
Police	1440	1512	1590
Fire & Rescue	1440	1512	1590
Senior Center	1440	1512	1590
Recreation	1440	1512	1590
Fire Station #2	1440	1512	1590
Coombs School	1440	1512	1590
Quashnet School	1440	1512	1590
High School	1440	1512	1590
Library	1440	1512	1590
Subtotal	\$17280	\$18144	\$19080
Service			
Technician	180	200	220
Apprentice	0	0	0
Subtotal	\$9000	\$10000	\$11000
BID COMPARISON	\$ 62,280	\$36,664	\$41,600
CAPE COD ALARM			
Monitoring – Fire And Burglar, per month	FY22	FY23	FY24
Town Hall	50	51	51
Archives	25	26	26
Kids Klub	25	26	26

Police	25	26	26
Fire & Rescue	25	26	26
Senior Center	45	46	46
Recreation	25	26	26
Fire Station #2	25	26	26
Coombs School	45	46	46
Quashnet School	45	46	46
High School	45	46	46
Library	45	46	46
Subtotal, per year	\$5100	\$5244	\$5244
Annual Inspection			
Town Hall	645	665	665
Archives	310	325	325
Kids Klub	310	325	325
Police	310	325	325
Fire & Rescue	310	325	325
Senior Center	570	590	590
Recreation	310	325	325
Fire Station #2	310	325	325
Coombs School	570	590	590
Quashnet School	570	590	590
High School	570	590	590
Library	570	590	590
Subtotal	\$5355	\$5565	\$5565
Service			
Technician	140	145	145
Apprentice	00	00	00
Subtotal	\$7000	\$7250	\$7250
BID COMPARISON	\$17,455	\$18,059	\$18,059

Town of Mashpee
Bid Opening
Catch Basin Cleaning
Wednesday, May 26, 2021

Catch Basin Cleaning	Leo Vigeant Co., Inc.		RJ Gabriel Construction Co., Inc.	
	FY22	FY23	FY22	FY23
Each	\$13.73	\$13.73	\$17.50	\$17.50

Town of Mashpee
Bid Opening
Cold Planing
Wednesday, May 26, 2021

	Lawrence Lynch Corp.	
	FY22	FY23
Per Square Yard	\$2.90	\$3.05

**Town of Mashpee
Bid Opening
Drainage Structures
Wednesday, May 26, 2021**

	Acme-Shorey Precast	
	FY22	FY23
1,000 Gallon Basins		
Solid	\$758.00	\$796.00
Leaching	\$747.00	\$785.00
Leaching, offset	\$748.00	\$786.00
4 x 4 Galley	\$346.00	\$364.00
Gutter Inlet	\$244.00	\$256.00
42" Sq. Risers		
4"	\$93.00	\$98.00
6"	\$100.00	\$105.00
10"	\$124.00	\$130.00
Frame & Cover	N/B	N/B
Frame & Grate	N/B	N/B

Town of Mashpee
Bid Opening Minutes
Electrical Services
Wednesday, May 26, 2021

	Bayside Electrical	
	FY22	FY23
Master Electrician, per hour	\$130.00	\$133.00
Journeyman, per hour	\$130.00	\$133.00
Apprentice, per hour	\$77.00	\$80.00
Bucket Truck, per hour	\$75.00	\$78.00

**Town of Mashpee
Bid Opening
Equipment Rental (per hour)
Wednesday, May 26, 2021**

	Lawrence Lynch	
	FY23	FY23
Backhoe with operator		
¼ yard	\$212.00	\$218.00
1 ¼ yard	\$290.00	\$298.00
Bulldozer with operator		
D-4 or equiv	\$247.00	\$254.00
D-9 or equiv	\$285.00	\$292.00
Front Loader with operator		
1 ¼ yards	\$228.00	\$235.00
5 yards	\$262.00	\$268.00
Skid Steer with operator, all attachments	\$268.00	\$268.00
Excavator with operator	\$289.00	\$295.00
Gradeall, with operator	\$282.00	\$288.00
Road Widener with operator	\$298.00	\$304.00
10-Wheel Dump Truck with Operator	\$126.00	\$132.00
Trailer Truck with Operator	\$140.00	\$146.00

Town of Mashpee
Bid Opening
Pulverizing
 Wednesday, May 26, 2021

	All States Construction, Inc.		Murray Paving and Reclamation	
	FY22	FY23	FY22	FY23
Per Square Yard	\$1.80	\$1.90	\$1.34	\$1.44

Town of Mashpee
Bid Opening Purchase of Stone
Wednesday, May 26, 2021

	Cape Cod Aggregates	
Stone Per Ton	FY22	FY23
1 ½" crushed stone-delivered	\$27.45	\$28.45

Town of Mashpee
Bid Opening Minutes
Installation of Guardrail
Wednesday, May 26, 2021

	Bartlett Consolidated	
	FY22	FY23
<u>Wood Guardrail</u> , <i>plf</i>	\$40.00	\$45.00
<u>SS Guardrail</u> , <i>plf</i>	\$52.00	\$58.00
Terminal Ends, <i>each</i>	\$60.00	\$66.00
<u>ASTM A-606-91a Guardrail</u> , <i>plf</i>	\$56.00	\$62.00
Terminal Ends, <i>each</i>	\$70.00	\$77.00

Town of Mashpee
Bid Opening - Fire Suppression Inspection and Service
 May 26, 2021 2pm

	Gannon Fire Sprinkler		Fire Systems Inc		Carlyle		Fire Equipment Inc		Johnston Controls		Encore Fire Protection	
	FY22	FY23	FY22	FY23	FY22	FY23	FY22	FY23	FY22	FY23	FY22	FY23
Annual Sprinkler System Inspection												
Town Hall	\$200	\$200	\$678	\$712	\$680	\$710	\$445	\$445	\$1125	\$1125	\$280	\$280
Kids Klub	\$300	\$300	\$1280	\$1460	\$510	\$540	\$463	\$463	\$1125	\$1125	\$160	\$160
Library	\$200	\$200	\$743	\$781	\$510	\$540	\$472	\$472	\$1125	\$1125	\$280	\$280
Police	\$300	\$300	\$1654	\$1737	\$680	\$710	\$749	\$749	\$1125	\$1125	\$280	\$280
Fire & Rescue	\$300	\$300	\$1140	\$1197	\$510	\$540	\$638	\$638	\$1125	\$1125	\$227.50	\$227.50
Senior Ctr	\$300	\$300	\$1101	\$1157	\$510	\$540	\$515	\$515	\$1125	\$1125	\$190	\$190
Fire #2	\$200	\$200	\$756	\$794	\$510	\$540	\$339	\$339	\$1125	\$1125	\$190	\$190
Middle/High School	\$200	\$200	\$958	\$1006	\$680	\$680	\$860	\$860	\$1125	\$1125	\$570	\$570
Quashnet School	\$200	\$200	\$707	\$742	\$510	\$510	\$688	\$688	\$1125	\$1125	\$237.50	\$237.50
KC Coombs School	\$200	\$200	\$624	\$656	\$510	\$540	\$511	\$511	\$1125	\$1125	\$237.50	\$237.50
Subtotal	\$2,400	\$2,400	\$9,641	\$10,242	\$5,610	\$5,850	\$5,680	\$5,680	\$11,250	\$11,250	\$2,653	\$2,653
Service, per hr	\$150	\$150	\$152*	No price	\$175	\$182	\$135	\$135	\$125	\$125	\$187	\$188
Subtotal	\$7,500	\$7,500	*	*	\$8,750	\$9,100	\$6,750	\$6,750	\$6,250	\$6,250	\$9,350	\$9,400
Total	\$9,900	\$9,900	*	*	\$14,360	\$14,950	\$12,430	\$12,430	\$17,500	\$17,500	\$12,003	\$12,053

* Labor rates only provided for FY22. Times did not comply with bid conditions.



Town of Mashpee

Department of Public Works

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

MEMORANDUM

June 3, 2021

TO: Board of Selectmen
Rodney Collins, Town Manager

FROM: Catherine Laurent, Director *CL*

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

Description

The Town solicits bids for purchase of fuel through a regional bid with other municipalities in Barnstable County. Bids were opened on May 20, 2021. Attached are the results.

Background

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

Recommendation

I recommend that the Board of Selectmen award a contract for FY22 for purchase of fuel as follows:

Sprague Operating Resources	\$2.2277 per gallon of diesel
Sprague Operating Resources	\$2.3325 per gallon of gasoline

The above were the lowest qualified bidder for each product.

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

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

Pros and Cons

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

		Cape Cod Biofuels	Peterson's Oil Service inc.	Sprague Operating
#	Items	Fixed Price Per Gallon	Fixed Price Per Gallon	Fixed Price Per Gallon
1 Gasoline				
#1-1	Section 1: Barnstable DPW	No Bid	No Bid	\$ 2.3325
#1-2	Section 2: Barnstable Police Department	No Bid	No Bid	\$ 2.3415
#1-3	Section 3: Barnstable Golf Courses	No Bid	No Bid	\$ 2.6225
#1-4	Section 4: Barnstable Municipal Airport	No Bid	No Bid	\$ 2.3725
#1-5	Section 5: Barnstable School Department	No Bid	No Bid	\$ 2.4325
#1-6	Section 7: Town of Bourne	No Bid	No Bid	\$ 2.3325
#1-7	Section 8: Town of Brewster	No Bid	No Bid	\$ 2.3725
#1-8	Section 9: Centerville/Osterville Fire	No Bid	No Bid	\$ 2.4325
#1-9	Section 10: Town of Chatham	No Bid	No Bid	\$ 2.3325
#1-10	Section 11: Town of Dennis	No Bid	No Bid	\$ 2.3325
#1-11	Section 13: Town of Eastham	No Bid	No Bid	\$ 2.3525
#1-12	Section 14: Town of Falmouth	No Bid	No Bid	\$ 2.2925
#1-13	Section 15: Town of Harwich	No Bid	No Bid	\$ 2.333
#1-14	Section 16: Hyannis Fire District (mid-grade)	No Bid	No Bid	\$ 2.6825
#1-15	Section 17: Town of Mashpee	No Bid	No Bid	\$ 2.3325
#1-16	Section 18: Town of Orleans	No Bid	No Bid	\$ 2.3525
#1-17	Section 19: Town of Sandwich	No Bid	No Bid	\$ 2.3415
#1-18	Section 20: Town of Truro	No Bid	No Bid	\$ 2.3725
#1-19	Section 21: Upper Cape Regional Technical	No Bid	No Bid	\$ 2.3325
#1-20	Section 23: Town of Yarmouth	No Bid	No Bid	\$ 2.3214
2 Diesel				
#2-1	Section 1: Barnstable Dept. of Public Works	No Bid	\$ 2.29	\$ 2.2304
#2-2	Section 3: Barnstable Golf Courses	\$ 2.5	\$ 2.29	\$ 2.3927
#2-3	Section 4: Barnstable Municipal Airport	\$ 2.5	\$ 2.29	\$ 2.2177
#2-4	Section 5: Barnstable School Department	\$ 2.49	\$ 2.29	\$ 2.2235
#2-5	Section 6: Barnstable County Dredge	No Bid	No Bid	\$ 2.3677
#2-6	Section 7: Town of Bourne A	No Bid	\$ 2.29	\$ 2.2177
#2-7	Section 7: Town of Bourne ISWM (B&C)	No Bid	\$ 2.29	\$ 2.4177
#2-8	Section 8: Town of Brewster	\$ 2.52	\$ 2.29	\$ 2.2525
#2-9	Section 9: Centerville/Osterville/MM Fire	\$ 2.5	No Bid	\$ 2.2924
#2-10	Section 10: Town of Chatham	\$ 2.55	\$ 2.29	\$ 2.2512
#2-11	Section 11: Town of Dennis	\$ 2.53	\$ 2.29	\$ 2.2262
#2-12	Section 12: Dennis Water District	\$ 2.53	\$ 2.29	\$ 2.2477
#2-13	Section 13: Town of Eastham	\$ 2.55	\$ 2.29	\$ 2.2377
#2-14	Section 14: Town of Falmouth	No Bid	\$ 2.29	\$ 2.1777
#2-15	Section 15: Town of Harwich	\$ 2.55	\$ 2.29	\$ 2.2385
#2-16	Section 16: Hyannis Fire District	No Bid	\$ 2.29	\$ 2.2977
#2-17	Section 17: Town of Mashpee	\$ 2.52	\$ 2.29	\$ 2.2277
#2-18	Section 18: Town of Orleans	\$ 2.55	\$ 2.29	\$ 2.2377
#2-19	Section 19: Town of Sandwich	\$ 2.49	\$ 2.29	\$ 2.2368
#2-20	Section 20: Town of Truro	\$ 2.55	No Bid	\$ 2.2577
#2-21	Section 21: Upper Cape Regional Technical	No Bid	\$ 2.29	\$ 2.2177
#2-22	Section 22: Town of Wellfleet	\$ 2.55	\$ 2.29	\$ 2.4277
#2-23	Section 23: Town of Yarmouth	\$ 2.52	\$ 2.29	\$ 2.2167



Town of Mashpee

Department of Public Works

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

MEMORANDUM

June 3, 2024

TO: Board of Selectmen
Rodney Collins, Town Manager

FROM: Catherine Laurent, Director *CL*

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

The Department of Public Works recommends that contracts for the following annual bids be extended for FY22:

Bid Item	Contractor	Price
Chip Seal	All States Asphalt, Inc.	\$5.09 per square yard
Cracksealing	Superior Sealcoat, Inc.	
• Asphalt Fiber		\$8.80 per gallon
• Modified Asphalt Fiber		\$10.62 per gallon
Elevator Inspections and Service	BBE Corporation	
• Quarterly Inspection		\$50.00 per location
• Annual State Inspection, excluding permit fee		\$600.00 per location
• Service		\$175.00 per hour
Generator PM and Service	South Shore Generator	
• Town Hall		\$450.00 per year
• DPW		\$450.00 per year
• Police		\$450.00 per year
• Fire 1		\$450.00 per year
• Fire 2		\$450.00 per year
• Coombs School		\$450.00 per year
• Quashnet School		\$450.00 per year
• High/Middle School		\$450.00 per year
• Breezy Acres Pump Station		\$450.00 per year
• Service		\$117.00 per hour

Guardrail	Bartlett Consolidated	
• Wood guardrail		\$33.00 per foot
• ASTM A-606-91a guardrail		\$38.00 per foot
• Terminal ends		\$65.00 each
• Stainless steel guardrail		\$42.00 per foot
• Terminal ends		\$65.00 each

HVAC Service and Repair

- Technician

Commercial Boiler Systems

\$99.00 per hour

Line Painting

Paint

- 4"
- 6"
- Arrows & legends
- Stop bars & crosswalks

Markings, Inc.

\$0.052 per foot
 \$0.07 per foot
 \$1.95 per square foot
 \$0.65 per foot

Thermoplastic

- 4"
- 6"
- Arrows & legends
- Stop bars & crosswalks

\$0.50 per foot
 \$0.70 per foot
 \$5.50 per square foot
 \$3.25 per foot

Recessed Markers

\$32.00 each

Paving & Related Work

Lawrence Lynch Corp.

- Bituminous Concrete
- Bituminous Concrete, with tack
- 6" Asphalt Curb
- Box Work
- Handwork, < 30 tons
- Handwork, ≥ 30 tons
- Cold Patch, picked up
- Hot Mix, picked up
- Grader (CAT 14 or equiv), with Operator
- Vibratory Roller, with Operator
- Skid Steer, with Cold Planing Attachment, with Operator
- Groundman, with Equipment and Vehicle
- Groundman, with Equipment

\$93.00 per ton
 \$96.50 per ton
 \$2.40 per foot
 \$120.00 per ton
 \$235.00 per ton
 \$175.00 per ton
 \$120.00 per ton
 \$75.00 per ton
 \$213.00 per hour
 \$177.00 per hour
 \$253.00 per hour
 \$127.00 per hour
 \$89.00 per hour

Plumbing Services

John J. Maurer, Inc.

- Master/Journeyman
- Apprentice

\$150.00 per hour
 \$100.00 per hour

Purchase & Delivery of Sand

G. Lopes Construction

\$16.33 per ton

Street Sweeping	Millennium Maintenance & Power Sweeping
• Vacuum Sweeper	\$1,800.00 per week \$360.00 per day
• Broom Sweeper	\$4,670.00 per week \$934.00 per day

These bids are the second year of a two year bid.

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



Town of Mashpee

Department of Public Works

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

MEMORANDUM

June 3, 2021

TO: Board of Selectmen
Rodney Collins, Town Manager

FROM: Catherine Laurent, Director *CL*

RE: End of Year Appropriation Transfer

Description

There are not sufficient funds remaining in the FY21 Transfer Station Operating Account to cover anticipated expenses for the balance of the year. A transfer of \$32,000 from the FY21 DPW Salary Account to the FY21 Transfer Station Operating Account is requested.

Background

As mentioned previously, since the start of the pandemic, the amount of MSW and recycling collected at the Transfer Station has increased. While the percent increase has lessened in recent months compared to the first several months of the pandemic, the net impact over the entire year is that costs have exceeded the amount budgeted. The specific services requiring additional funds are MSW disposal, glass recycling, mattress recycling, and electronics recycling. Additional funds are also requested for hazardous waste disposal.

Because of staff vacancies within the DPW at various times over the year as well as unfilled positions, there are funds available in the DPW Salary Account to transfer for the anticipated shortfall in the Transfer Station Account.

Recommendation

I recommend that the Board of Selectmen vote to approve the transfer of funds.

Pros and Cons

Without the transfer of funds, operations at the Transfer Station would have to cease for a period of time in June until the start of the new fiscal year. The other option would be to stockpile MSW and recycling though this would cause nuisance concerns, would impact the FY22 budget, and would violate the Town's DEP permit.



REQUEST FOR END OF YEAR APPROPRIATION TRANSFER

Chapter 44, section 33B of the Massachusetts General Laws, allows the Selectmen, with the agreement of the Finance Committee, to transfer any departmental appropriation to another appropriation within the same or other department during May, June and the first fifteen days of July. The transfer may not be used to transfer from a municipal light or school department budget.

To the Finance Director:

You are hereby authorized to perform the following appropriation transfer as approved by the Board of Selectmen and Finance Committee:

Date: 5/11/21

Amount of transfer: \$32,000

Transfer FROM Account: 01422101-5112 DPW Salaries Local 888

Transfer TO Account:	01433101-5242	Bulky Waste Disposal	\$4,000
	01433101-5311	Trash Disposal	\$15,000
	01433101-5316	Recycling	\$7,000
	01433101-5382	Hazardous Waste	\$6,000

Selectmen Approved:

_____	_____
_____	_____
_____	_____

Finance Committee Approved:

_____	_____
_____	_____
_____	_____
_____	_____



Town of Mashpee

Fire & Rescue Department

20 Frank Hicks Drive

Mashpee, MA 02649

V 508.539.1458

Date: May 28, 2021

From: Fire Chief Thomas C. Rullo

To: Rodney Collins, Town Manager

Re: New Hire Certified Process

Mr. Collins:

An entry level Firefighter written exam process was initiated and posted on October 20, 2020 with an application deadline of November 10, 2020. The Town Human Resources Department administered an entry level written exam on January 14, 2021 at Quashnet Elementary School. The HR Department received 37 applicants with 29 attending the exam.

22 Candidates that received a passing score of 70% or greater were selected for an interview by categorizing their applications as certified Firefighter 1&2, paramedic, paramedic students currently enrolled in a paramedic program, and utilizing their written test score. 12 candidates were chosen for an interview with 10 candidates ultimately scheduled.

The 10 candidates were set up for an interview by a three person panel that began on February 21, 2021. The panel consisted of the Assistant Town Manager, Human Resources Director and Deputy Fire Chief. The same set of interactive questions were asked of each candidate by the panel. At the completion of the interview the candidates were further scored by the panel and presented to the Fire Chief. The candidates were ranked into 4 categories. These consisted of the list below.

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



Town of Mashpee

Fire & Rescue Department

20 Frank Hicks Drive

Mashpee, MA 02649

V 508.539.1458

Candidate *Devon Crowl* granted a final interview with the Fire Chief on *February 24, 2021* and given a conditional offer for hiring. The conditional offer consist of the list below.

- Comprehensive background investigation
- Physical examination by the Town Appointed Physician
- Psychological examination by the Town Appointed Psychologist
- Commonwealth of Massachusetts Division of Human Resources, Firefighter Physical Ability Test.
- The Firefighter must reside within 15 miles of the Town of Mashpee within one year from the date of hire.
- The Firefighter must be a Nationally Registered EMT.

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

I respectfully request certification of the selection process with the appointment of *Devon Crowl* as *June 14, 2021* a step 1 Firefighter /EMT.

Thomas C Rullo, Fire Chief

TOWN OF MASHPEE POSITION APPOINTMENT/REAPPOINTMENT REQUEST

Effective: September 1, 2016

JOB TITLE: Firefighter I/EMT DEPARTMENT: Fire

EMPLOYEE: Denon Crowl UNION/UNIT: IAFF Local 2519

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

LABOR GRADE: N/A STEP: 1 RATE OF PAY: \$25.1931 Per Hour
Per Week \$55,021.83 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] 6-1-21
Human Resources Director Signature Date

I request this appointment/promotion to be effective on: June 14, 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 Date
Review of Appointment and Certification of Selection Process

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

TOWN OF MASHPEE
BOARD OF SELECTMEN
CERTIFICATE OF AUTHORIZATION VOTE

I, the undersigned, Deborah F. Dami, duly elected Town Clerk of the Town of Mashpee, hereby certify in my official capacity that the Town of Mashpee Board of Selectmen ("Board") at a duly convened public meeting on June ___, 2021 did, by vote of five (5) in favor, zero (0) opposed, authorize the following action:

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

The within designation shall remain in effect until further vote of the Board to terminate or modify such designation.

Attested: _____
Deborah F. Dami
Town Clerk

(SEAL)

From: Jeralyn J. Smith
Subject: South Cape Beach State Park Advisory Committee
Date: May 21, 2021
To: Town of Mashpee Board of Selectmen

Dear Board Members.

Please accept this letter as formal notification of my resignation from the South Cape Beach State Park Advisory Committee as of May 23, 2021. I have served for 19 years and I'm technology challenged. I have a number of files pertaining to the committee I acquired during my tenure as committee chairman. I will return them when town hall reopens.

Sincerely,

Jeralyn Smith

BOARDS, COMMITTEES & COMMISSIONS JUNE 2021 REAPPOINTMENT LIST

Affordable Housing Committee	Melinda Baker	Member At-Large	1 Year	June 30, 2022	
Affordable Housing Committee	Noelle Pina	Member At-Large	1 Year	June 30, 2022	
Affordable Housing Committee	Allan Isbitz	Member At-Large	1 Year	June 30, 2022	
Affordable Housing Committee	Bruce E. Willard	Member At-Large	1 Year	June 30, 2022	
Americans with Disabilities Act Committee	Kim Landry	Compliance Officer	1 Year	June 30, 2022	
Americans with Disabilities Act Committee	Jean Bowden	Member At-Large	1 Year	June 30, 2022	
Americans with Disabilities Act Committee	David Morris	Building Commissioner	1 Year	June 30, 2022	
Appeals, Zoning Board of	Norman "Jim" Gould	Member At-Large	3 Years	June 30, 2024	
Appeals, Zoning Board of	William Blaisdell	Member At-Large	3 Years	June 30, 2024	
Appeals, Zoning Board of	Scott Goldstein	Member At-Large	3 Years	June 30, 2024	
Appeals, Zoning Board of	Bradford Pittsley	Associate Member	3 Years	June 30, 2024	
Appeals, Zoning Board of	George Ganzenmuller	Associate Member	3 Years	June 30, 2024	
Assessors, Board of	John Bartos	Member At-Large	3 Years	June 30, 2024	
Barnstable County Coastal Resources Commission (CRC)	Albert Wickel		1 Year	June 30, 2022	
Barnstable County Dredge Commission	Kenneth Bates		1 Year	June 30, 2022	
Bylaw Review Committee	Andrew McManus	Member At-Large	4 Years	June 30, 2025	
Bylaw Review Committee	Margaret Santos	Member At-Large	4 Years	June 30, 2025	
Cape Cod Joint Transportation	Catherine Laurent	Mashpee Rep	1 Year	June 30, 2022	
Cape Cod Municipal Health Group Rep	Rodney Collins	Town Manager	1 Year	June 30, 2022	
Cape Cod Municipal Health Group Rep (A/lt)	Tracy Scalia	HR Benefits Administrator	1 Year	June 30, 2022	

BOARDS, COMMITTEES & COMMISSIONS JUNE 2021 REAPPOINTMENT LIST

Capital Improvement Program (CIP) Committee	Rodney Collins	Town Manager	June 30, 2022
CIP	Andrew Gottlieb	Board of Selectmen Rep	June 30, 2022
CIP	Dawn Thayer	Town Accountant	June 30, 2022
CIP	Charles Gasior	Member At-Large	1 Year June 30, 2022
CIP	Edmund Sarno	Member At-Large	1 Year June 30, 2022
CC Regional Transit Authority Board	Wayne Taylor	Mashpee Rep	1 Year June 30, 2022
Cape Cod Water Collaborative	F. Tom Fudala		1 Year June 30, 2022
Cape Light Compact JPE	Wayne Taylor	Mashpee Rep	1 Year June 30, 2022
Cemetery Commission	Charles Hinckley		3 Years June 30, 2024
Community Garden Advisory Committee	Virginia Scharfenberg		3 Years June 30, 2024
Community Garden Advisory Committee	Frank Gallelo		3 Years June 30, 2024
Community Garden Advisory Committee	Stephanie Simpson		3 Years June 30, 2024
Community Park Committee	Carol Sherman	Board of Selectmen Representative	1 Year June 30, 2022
Community Park Committee	Rodney Collins	Town Manager	1 Year June 30, 2022
Community Park Committee	Catherine Laurent	Member At-Large	1 Year June 30, 2022
Community Park Committee	Janice Walford	Member At-Large	1 Year June 30, 2022
Community Park Committee	Evelyn Buschenfeldt	Member At-Large	1 Year June 30, 2022
Community Preservation Act Committee	Andrew Gottlieb	Selectman/Park Commissioner	1 Year June 30, 2022
Community Preservation Act Committee	Barbara Lynne Barbee	Member At-Large	1 Year June 30, 2022
Community Preservation Act Committee	Ed Larkin	Member At-Large	1 Year June 30, 2022
Community Preservation Act Committee	Dawn Thayer	Member At-Large	1 Year June 30, 2022
Conservation Commission	Steve Cook	Associate Member	1 Year June 30, 2022

BOARDS, COMMITTEES & COMMISSIONS JUNE 2021 REAPPOINTMENT LIST

Constable	Chad Smith		3 Years	June 30, 2024
Constable	Dean Read		3 Years	June 30, 2024
Constable	Richard Williams		3 Years	June 30, 2024
Constable	Scott Thompson		3 Years	June 30, 2024
Constable	William Dalton		3 Years	June 30, 2024
Constable	Mark Horan		3 Years	June 30, 2024
Constable	Charles Tuite		3 Years	June 30, 2024
Council on Aging	Jeane Nousse	Member At-Large	3 Years	June 30, 2024
Council on Aging	Virginia McIntyre	Member At-Large	3 Years	June 30, 2024
Council on Aging	David Egel	Member At-Large	3 Years	June 30, 2024
Design Review Committee	David Morris	Building Commissioner	1 Year	June 30, 2022
Design Review Committee	Tyler Gaudreau	Member At-Large (landscape)	1 Year	June 30, 2022
Design Review Committee	Miles Bernadett Peters	Member At-Large (landscape)	1 Year	June 30, 2022
Economic Development Industrial Corp.	Pamela McCarthy	Member At-Large	1 Year	June 30, 2022
EDIC	Patrice Pimental	Finance	1 Year	June 30, 2022
EDIC	Robyn Simmons	Low-Income	1 Year	June 30, 2022
EDIC	Carol Sherman	Municipal Government Rep	1 Year	June 30, 2022
EDIC	Glenn Thompson	Commercial	1 Year	June 30, 2022
EDIC	Denise Dutson	Real Estate Rep	1 Year	June 30, 2022
Emergency Management Operations Manager	Thomas Rullo	Fire Chief	1 Year	June 30, 2022
Emergency Management Operations Advisor	Ernest Virgilio		1 Year	June 30, 2022
Environmental Oversight Committee (EOC)	Donovan McEligatt	Shellfish	1 Year	June 30, 2022
E O C	Ashley Fisher	Member At-Large	1 Year	June 30, 2022
Hazardous Waste Coordinator	Thomas Rullo	Fire Chief	1 Year	June 30, 2022
Health, Board of	Brian Baumgaertel	Member At-Large	3 Years	June 30, 2024

BOARDS, COMMITTEES & COMMISSIONS JUNE 2021 REAPPOINTMENT LIST

Historic District Commission	Bradford Pittsley	Member At-Large	3 Years	June 30, 2024
Historical Commission	Brian Weeden	Member At-Large	3 years	June 30, 2024
Historical Commission	Ava Costello	Member At-Large	3 Years	June 30, 2024
Human Rights Commission Town Advisory Council	Gail Wilson		1 Year	June 30, 2022
Human Services Committee	David Weeden	Selectmen Representative	1 Year	June 30, 2022
Human Services Committee	Mary Bradbury	Recreation Director	1 Year	June 30, 2022
Human Services Committee	Lynne Waterman	COA Director	1 Year	June 30, 2022
Human Services Committee	Frank Fantasia	Member At-Large	1 Year	June 30, 2022
Human Services Committee	Ebony Steele	Member At-Large	1 Year	June 30, 2022
Human Services Committee	Barbara Lynne Barbee	Member At-Large	1 Year	June 30, 2022
Mashpee Cable & Advanced Technology Advisory Board (MCAT)	Andrew Eliason	Member At-Large	3 Years	June 30, 2024
MCAT	Ken Hannaford	Member At-Large	3 Years	June 30, 2024
Mashpee Inclusion and Diversity Committee	Gail Wilson	Member At-Large	2 Years	June 30, 2023
Mashpee Inclusion and Diversity Committee	Susan Wilson	Member At-Large	2 Years	June 30, 2023
Mashpee Inclusion and Diversity Committee	Mohamad Fahd	Member At-Large	2 Years	June 30, 2023
Mashpee TV Executive Board	Wayne Taylor	BOS Designee	1 Year	June 30, 2022
Mashpee Wakeby Lake Management	Barbara Nichols		1 Year	June 30, 2022
Mashpee Wakeby Lake Management	Deborah McManus		1 Year	June 30, 2022
Mashpee Wakeby Lake Management	Brian Mauro		1 Year	June 30, 2022
Mashpee Wakeby Lake Management	Donald MacDonald		1 Year	June 30, 2022
Mashpee Wakeby Lake Management	Michael Rapacz		1 Year	June 30, 2022
MMR Representative	John Cotton		1 Year	June 30, 2022

BOARDS, COMMITTEES & COMMISSIONS JUNE 2021 REAPPOINTMENT LIST

Planning & Construction Committee	Steven Cook	Architectural Design/Chair	3 Years	June 30, 2024
Planning & Construction Committee	Rachel C. Hodgman	Law	3 Years	June 30, 2024
Recreation Advisory Council	Lorraine C. Murphy	Member At-Large	2 Years	June 30, 2023
Recreation Advisory Council	Liz Vieira-Ewing	Member-At-Large	2 Years	June 30, 2023
Recreation Advisory Council	Carol Campos	Member-At-Large	2 Years	June 30, 2023
Recreation Advisory Council	Joan Lyons	Member At-Large	2 Years	June 30, 2023
Board of Registrars	Alexis Hanson			March 31, 2025
Senior Management Board (SMB)	John Cotton	BOS Rep	1 Year	June 30, 2022
Sewer Commission	Bradford Pittsley	Precinct 1	3 Years	June 30, 2024
Sewer Commission	Michael Rapacz	Precinct 3, no rep precinct 3/per bylaw c. 3, §7	3 Years	June 30, 2024
Sewer Commission	Tom Burns	Member At-Large	3 Years	June 30, 2024
Shellfish Commission	Donovan McElligatt	Shellfish Constable	1 Year	June 30, 2022
Shellfish Commission	Stephen Marques	Commercial Rep	3 Years	June 30, 2024
Shellfish Commission	Vernon Pocknett	Associate Member	1 Year	June 30, 2022
Shellfish Commission	Richard J. Cook Jr.	Associate Member	1 Year	June 30, 2022
Shellfish Commission	Mark Weissman	Associate Member	1 Year	June 30, 2022
South Cape Beach Advisory Committee	Lewis Newell		3 Years	June 30, 2024
South Cape Beach Advisory Committee	Perry Ellis		3 Years	June 30, 2024
South Cape Beach Advisory Committee	Joseph Bohnenberger		3 Years	June 30, 2024
Special Events Committee	Jack Phelan		1 Year	June 30, 2022
Special Events Committee	Marjorie Phillips		1 Year	June 30, 2022
Special Events Committee	Mark Lawrence		1 Year	June 30, 2022
Special Events Committee	Mary Derr		1 Year	June 30, 2022
Special Events Committee	Mary Bradbury		1 Year	June 30, 2022
Special Events Committee	Susan Stogel		1 Year	June 30, 2022

BOARDS, COMMITTEES & COMMISSIONS JUNE 2021 REAPPOINTMENT LIST

Special Events Committee	Wayne Taylor		1 Year	June 30, 2022
Special Events Committee	Rodney Collins		1 Year	June 30, 2022
Storm Water Management Task Force	Wayne Taylor	BOS/Town Manager Representative	1 Year	June 30, 2022
Storm Water Management Task Force	Catherine Laurent	Director of DPW	1 Year	June 30, 2022
Storm Water Management Task Force	Andrew McManus	Conservation Agent	1 Year	June 30, 2022
Storm Water Management Task Force	Ashley Fisher	Director of Natural Resources	1 Year	June 30, 2022
Storm Water Management Task Force	Evan Lehrer	Town Planner	1 Year	June 30, 2022
Storm Water Management Task Force	Glen Harrington	Health Agent	1 Year	June 30, 2022
Streetlight Committee	Scott Carline	Police Chief	1 Year	June 30, 2022
Streetlight Committee	Catherine Laurent	DPW Director	1 Year	June 30, 2022
Streetlight Committee	Christopher Avis	Member At-Large	1 Year	June 30, 2022
Waterways Commission	Timothy Leedham	Member At-Large	3 Years	June 30, 2024
Waterways Commission	Albert Wickel	Member At-Large	3 Years	June 30, 2024
Waterways Commission	Don MacDonald	Member At-Large	3 Years	June 30, 2024

MASHPEE BOARD OF SELECTMEN

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

2021 - 2022 LIAISON ASSIGNMENTS UPDATED JUNE 7, 2021 (*DRAFT*)		
Carol A. Sherman csherman@ Mashpee.ma.gov	David W. Weeden dweeden@ Mashpee.ma.gov	Andrew R. Gottlieb agottlieb@ Mashpee.ma.gov
<ul style="list-style-type: none"> Chamber of Commerce Economic Development (EDIC) Human Resources Public Works (DPW) Recreation Special Events Committee 	<ul style="list-style-type: none"> Board of Assessors (BOA) Board of Health (BOH) Clerk/Treasurer/Accounting Council on Aging (COA) Finance Committee (Fin-Com) Human Services South Cape Beach Advisory 	<ul style="list-style-type: none"> Capital Improvement Program (CIP) Community Preservation Act (CPC) Conservation Environmental Oversight (EOC) Mashpee-Wakeby Lake Management Native American Affairs Natural Resources (DNR) Planning Sewer Waterways Water District
John J. Cotton jcotton@ Mashpee.ma.gov	Thomas F. O'Hara tohara@ Mashpee.ma.gov	
<ul style="list-style-type: none"> Affirmative Action Americans w/Disabilities (ADA) Historical Information Technology (IT) Library Military Civilian Advisory Council (CAC) Native American Affairs School 	<ul style="list-style-type: none"> Affordable Housing Building & Inspections Fire Police Planning & Construction Committee Zoning Board of Appeals (ZBA) 	

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

Guidelines for Board of Selectmen Liaisons

POLICY:

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

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

Adopted by the Mashpee Board of Selectmen
November 13, 1995