



Town of Mashpee

Planning Board

16 Great Neck Road North
Mashpee, Massachusetts 02649

Mashpee Planning Board Meeting
Wednesday, January 17, 2018
7:00 p.m.

Call Meeting to Order: 7:00 p.m. – Waquoit Meeting Room – Mashpee Town Hall
Pledge of Allegiance

Approval of Minutes

Review and approval of December 6, 2017 Minutes

Street Name Public Hearing

7:10 Approval of the name of an unnamed private subdivision street at 950 Falmouth Road, which serves as access to the South Cape Resorts condominium and a number of Town-owned parcels, sometimes referred to as "Cross Road" to become "Cooper Street"

Definitive Subdivision Plan

Applicant: Evergreen Energy, LLC

Location 588 Main Street, Assessors' Map 19, Block 10

Request: Signature of Definitive Subdivision Plan for 12 lot industrial/commercial subdivision (approved November 15, 2017)

Special Permit

Applicant: Naukabout Beer Company, LLC

Location: 13 Lake Avenue, Mashpee, Assessors' Map 27, Block 46

Request: Approval of performance bond for site work and landscaping

New Business

Discussion of design of Country Club Lane intersection with Old Barnstable Road
C. Rowley December 2017 billings

Old Business

Chairman's Report

Report on status of Greenway Project, Mashpee Commons Trail License and bridge project

Reports from members of Design Review Committee, Community Preservation Committee,

Environmental Oversight Committee, Historic District Commission, MMR Military Civilian Community Council and Cape Cod Commission

Correspondence

May 2017 Discharge Monitoring Report for South Cape Village N=5.8

June 2017 Discharge Monitoring Report for South Cape Village N=41

July 2017 Discharge Monitoring Report for South Cape Village N=10.7

August 2017 Discharge Monitoring Report for South Cape Village N=5.9

September 2017 Discharge Monitoring Report for South Cape Village N=7.8

October 2017 Discharge Monitoring Report for South Cape Village N=5.6

Waterways Licenses

New Seabury Tidewatch Condominium – Proposed beach nourishment

Steven & Christine Babineau, 27 Monomoscoy Road West, over Hamblin Pond

Jeffrey L. Shames, 19 Bowsprit Point, Mashpee over Popponesset Creek

Additional Topics

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

Adjournment

**Mashpee Planning Board
Minutes of Meeting
January 17, 2018 at 7:00 p.m.
Waquoit Meeting Room, Mashpee Town Hall
Approved 2/718**

Planning Board Members Present: Chairman Mary Waygan, Dennis Balzarini, David Kooharian, Joe Cummings, David Weeden, Robert (Rob) Hansen
Also: Charles Rowley-Consulting Engineer; Maria Silva-Planning Department Assistant

CALL TO ORDER

The Town of Mashpee Planning Board meeting was opened with a quorum in the Waquoit Meeting Room at Mashpee Town Hall by the Chair, at 7:03 p.m. on Wednesday, January 17, 2017. The Pledge of Allegiance was recited.

APPROVAL OF MINUTES— December 6, 2017

The Chair requested that attendees to the Mashpee Commons Visioning Session be added to the December 6 minutes.

MOTION: Mr. Balzarini made a motion to accept the minutes as amended. Mr. Kooharian seconded the motion. All voted unanimously.

SPECIAL PERMIT MODIFICATION PLAN

Applicant: Naukabout Beer Company, LLC

Location: 13 Lake Avenue, Mashpee, Assessors' Map 27, Block 46

Request: Approval of Performance Bond for site work and landscaping

The Chair provided an update based on her conversation with Mr. Fudala. Naukabout had submitted a performance insurance bond, allowable by Mashpee's regulations, but not preferred by the Planning Department due to an expiration date. Before his retirement, Mr. Fudala forwarded the insurance bond form to Town Counsel for further review. Ms. Silva will follow up with Town Counsel. The issue would be discussed at the next meeting. Mr. Rowley stated that bonds could be made automatically renewable and it could be required that the recipient be notified 30 days in advance of expiration. Mr. Rowley added that Mashpee should be listed as the beneficiary of the bond.

PUBLIC HEARING

7:10 Approval of the name of an unnamed private subdivision street at 950 Falmouth Road, which serves as access to the South Cape Resorts condominium and a number of Town-owned parcels, sometimes referred to as "Cross Road" to become "Cooper Street"

The Chair read the Public Hearing Notice. Clay Nicholson, GIS Coordinator for Mashpee, was present to discuss the request. Mr. Nicholson noted that three parcels, located at 950 Falmouth Road, were previously owned by South Cape Village. Now town owned, and being considered for a potential 40B project, it was necessary for the parcels to be properly addressed. The Address Working Group recommended the name Cooper Street to replace Cross Road. There were no additional comments.

MOTION: Mr. Balzarini made a motion to close the public hearing. Mr. Kooharian seconded the motion. All voted unanimously.

MOTION: Mr. Balzarini made a motion to change Cross Road to become the new Cooper Street. Mr. Kooharian seconded the motion. All voted unanimously.

A Certificate of Action would be signed by the Chair and submitted to Town Clerk. Ms. Silva would deliver the document to the next meeting for the Chair's signature.

DEFINITIVE SUBDIVISION PLAN

Applicant: Evergreen Energy, LLC

Location 588 Main Street, Assessors' Map 19, Block 10

Request: Signature of Definitive Subdivision Plan for 12 lot industrial/commercial subdivision (approved November 15, 2017)

The Chair read the request for the record. Michael McGrath, civil engineer and land surveyor for Evergreen, was present to provide an update to the Board. Mr. McGrath reported that wells were located on the site from a previous project, and samples were taken, with results showing that the water was of good quality. Mr. McGrath confirmed that the Board of Health had issued a memorandum accepting the water quality report. Mr. Balzarini inquired whether testing would continue and Mr. McGrath confirmed that it was a requirement for the Board of Health Regulations. It was confirmed that the covenant needed to be updated to reference the latest plans, prior to signing the plans. The request would be continued to February 7. Once approved by the Planning Board, the Cape Cod Commission would modify their permit to match Mashpee's approval. Mr. Rowley recommended a vote that the well report had been received and it met the required conditions for approval.

MOTION: Mr. Balzarini made a motion that the Planning Board found that the four conditions of the notification was satisfied by the Planning Board. Mr. Kooharian seconded the motion. All voted unanimously.

The Chair would be confirming whether or not the Board would need to sign the Covenant.

NEW BUSINESS

C. Rowley December 2017 Billings-Invoices were received in the amount of \$675 for December services.

MOTION: Mr. Balzarini made a motion to pay Mr. Rowley \$675 for the month of December. Mr. Kooharian seconded the motion. All voted unanimously.

Country Club Lane Intersection with Old Barnstable Road-Mr. Rowley reported that he was still awaiting a plan from Ken Marster's engineer showing both sides of Old Barnstable Road, edge of pavement and layout lines in order to devise a better plan to address site distance. Mr. Rowley was also in touch with Ms. Laurent. There was discussion about possibly cutting back vegetation, but more information was needed. Chairman Waygan inquired about additional signage and Mr. Rowley suggested that "intersection ahead" and appropriate stop signs and

“right turn only” would be part of the design process. There was also discussion about a required speed reduction. The Chair requested that the item remain on the agenda.

OLD BUSINESS

Chairman’s Report-The Chair reported that the selected candidate for Town Planner did not accept the position and no additional candidate was lined up to be offered the position. The Town Manager was seeking the Board’s input as to whether other applicants should be considered or if the Town should re-advertise. There was consensus to re-advertise the position. The Chair advised that consultant fees had been set aside in the event that a temporary person needed to be hired. Mr. Rowley requested that, in the absence of a Town Planner, the Chair be copied on correspondence when he provided assistance to Ms. Silva with Planning Department issues. The Chair confirmed that she was also adding townplanner@marshpeema.gov, to maintain the correspondence on record.

Report on Status of Greenway Project-The Chair reported that the Greenway Working Group met January 10 and included Tom Ferronti, Tom Fudala, Dave Kooharian, Michael Talbott, Douglas from the Refuge and Chairman Waygan. The Chair would be reaching out to the DPW to acquire existing engineering information and there was discussion about moving forward with the previously considered site, with possibly a shorter bridge. Plans from the U.S. Forestry service had also been considered. Mr. Rowley recommended cleaning up the area to gain a better idea of what the approaches would look like, making construction easier. The Town had been in contact with a teacher at the high school who was excited about the path. The group will be meeting one hour prior to the Environmental Oversight Committee. Mr. Weeden will contact Chuckie Green about attending on behalf of the Tribe. There was also discussion about potentially having students from the Vocational School assist with construction. Mr. Hansen inquired about core samples for siting the bridge and the Chair responded that it was a question they were asking Ms. Laurent. Mr. Weeden suggested reaching out to a college regarding design assistance. Mr. Rowley noted that it was necessary to first identify the location of the abutments prior to design of the bridge. The Chair added that they would be working with the Conservation Commission who would need to approve the abutments, but not the bridge. There was also discussion about contacting the Division of Waterways and the Army Corps of Engineers regarding permissions that may be required.

Design Review Committee-No update.

Community Preservation Committee-The next meeting would be the first Thursday of February, to vote on the Warrant Articles.

Environmental Oversight Committee-Mr. Cummings reported that the single use plastic bag ban was now in effect. The Greenway project was discussed and the estuary project was moving along with 10 million oysters to be planted in the bay. Mr. Cummings also reported that the Santuit Pond algae bloom was subsiding and the Charles River Conservation land would be offered for a 20 year lease to conduct habitat restoration. Additionally, funding was being questioned for the Quashnet River restoration.

Historic District Commission-No update

MMR Military Civilian Community Council-Update of MMR Joint Land Use Study-No update

Cape Cod Commission-Mr. Weeden reported that Executive Director Paul Niedzwiecke would be stepping down to pursue another position. An internal staffer would be stepping into the role as interim Executive Director.

CORRESPONDENCE

- May 2017 Discharge Monitoring Report for South Cape Village N=5.8
 - June 2017 Discharge Monitoring Report for South Cape Village N=41
 - July 2017 Discharge Monitoring Report for South Cape Village N=10.7
 - August 2017 Discharge Monitoring Report for South Cape Village N=5.9
 - September 2017 Discharge Monitoring Report for South Cape Village N=7.8
 - October 2017 Discharge Monitoring Report for South Cape Village N=5.6
- Chairman Waygan indicated that more recent reports should be available from South Cape Village and requested that Ms. Silva follow up to inquire.

WATERWAYS LICENSES

- New Seabury Tidewatch Condominium – Proposed beach nourishment
- Steven & Christine Babineau, 27 Monomoscoy Road West, over Hamblin Pond
- Jeffrey L. Shames, 19 Bowsprit Point, Mashpee over Popponesset Creek

ADDITIONAL TOPICS

None at this time

ADJOURNMENT

MOTION: Mr. Balzarini made a motion to adjourn at 7:55 p.m. Mr. Kooharian seconded the motion. All voted unanimously.

Respectfully submitted,

Jennifer M. Clifford
Board Secretary

LIST OF DOCUMENTS

- Cooper Street Public Hearing Notice
- Water Report Packet for Evergreen
- Quashnet River Footbridge Subcommittee Minutes of 1/10/18
- Mashpee Planning Board Procedures
- Mashpee Planning Board Orientation Guide
- Mashpee Planning Board Meeting Procedures



Town of Mashpee

Board of Health

16 Great Neck Road North
Mashpee, MA 02649
Phone: 508-539-1426
Fax: 508-477-0496
E-mail: boh@mashpeema.gov

Memorandum

DATE: January 16, 2018
TO: Mary Waygan, Chair, Planning Board
FROM: Glen E. Harrington, R.S., C.H.O., Health Agent *JEH*
RE: Evergreen Circle Subdivision
CC:

The Board of Health has reviewed the water quality report and supplemental well construction logs and groundwater testing submitted for the Evergreen Circle Subdivision, 588 Main Street by Holmes & McGrath.

The wells were installed for a previously-proposed residential 40B subdivision known as Rhiannon's Way in 2007. The well locations were approved by the Board of Health. Water quality results indicate that the groundwater is of drinking water quality with no exceedances of the maximum contaminant levels.

As the proposed lots are planned for commercial and industrial uses, the Board of Health will require limits and requirements for hazardous material use and storage. No hazardous materials are allowed within the Zone II per the Cape Cod Commission findings.

The Board of Health approves the water quality report and supplemental information. The wells shall be maintained and protected during construction for future sampling per the by-law.

If you have any questions, please do not hesitate to contact me at 508-539-1426 or X8553.



holmes and mcgrath, inc.

civil engineers and land surveyors

205 worcester court • suite a4 • falmouth, ma • 02540

508-548-3564 • 800-874-7373 • fax 508-548-9672

mmcgrath@holmesandmcgrath.com

January 12, 2018

Town of Mashpee Board of Health
16 Great Neck Road N
Mashpee MA 02649-2500

Reference: Evergreen Circle, Mashpee

I enclose a plan showing the location of the 8 existing monitoring wells at the location of the Evergreen Circle project. There are 4 pairs of two wells. At each location, there is a shallow well with total depth of about 70 feet and a deeper well with a depth of about 100 feet below the surface.

On December 27, 2017, we sampled each shallow well. We enclose a plan showing the direction of ground water flow based on the elevations of the ground water found in the well.

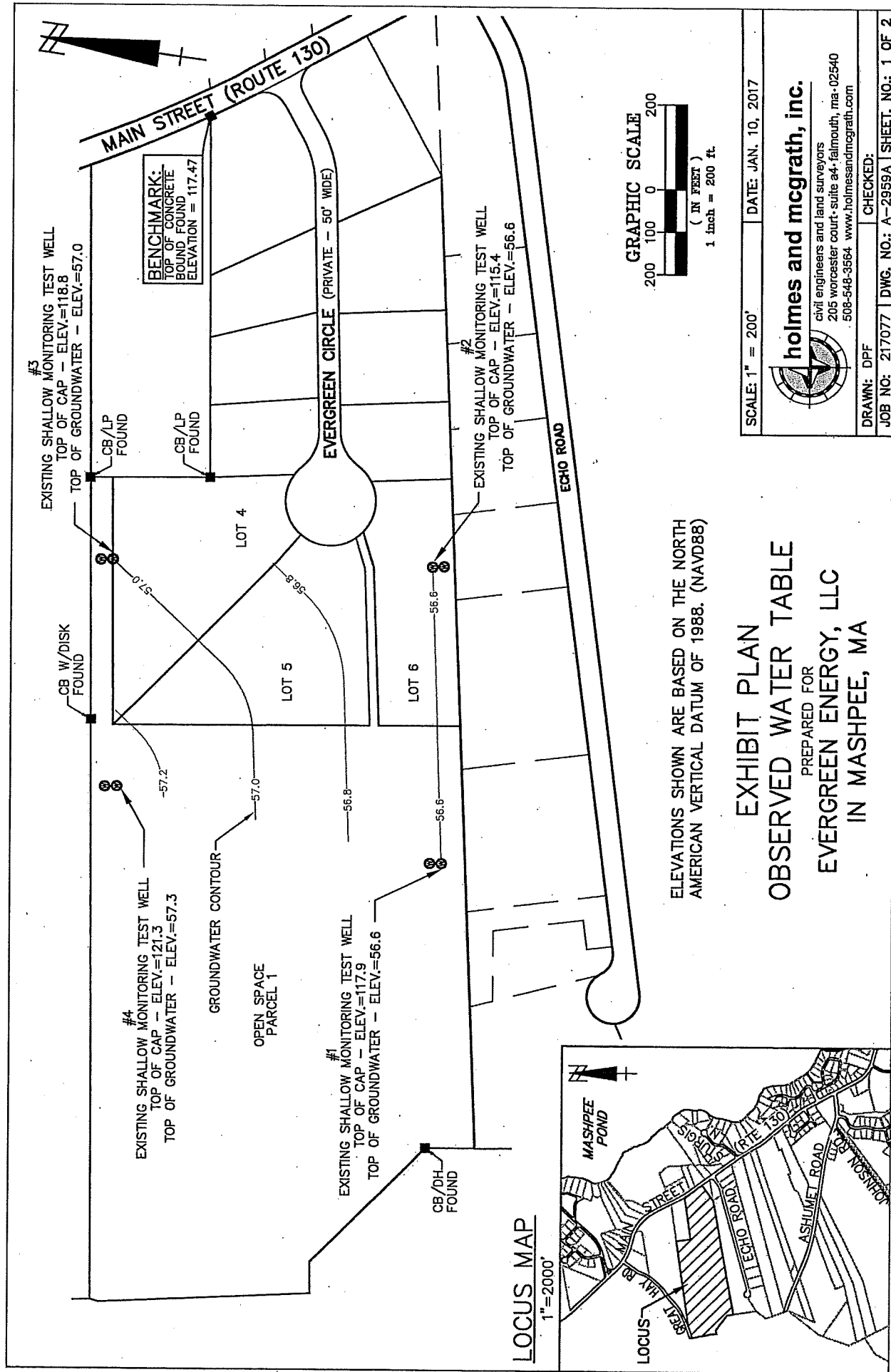
We also enclose the Laboratory Reports of the samples taken. The reports have notes that list the background bacteria and Total Coliform count. All conform to Drinking Water Standards. The water quality is very good.

I trust that this initial round meets the requirements of the Town. If you have any questions, please do not hesitate to contact me.

Sincerely,
Holmes and McGrath, Inc.

Michael B. McGrath, PE, PLS
President

Enclosures



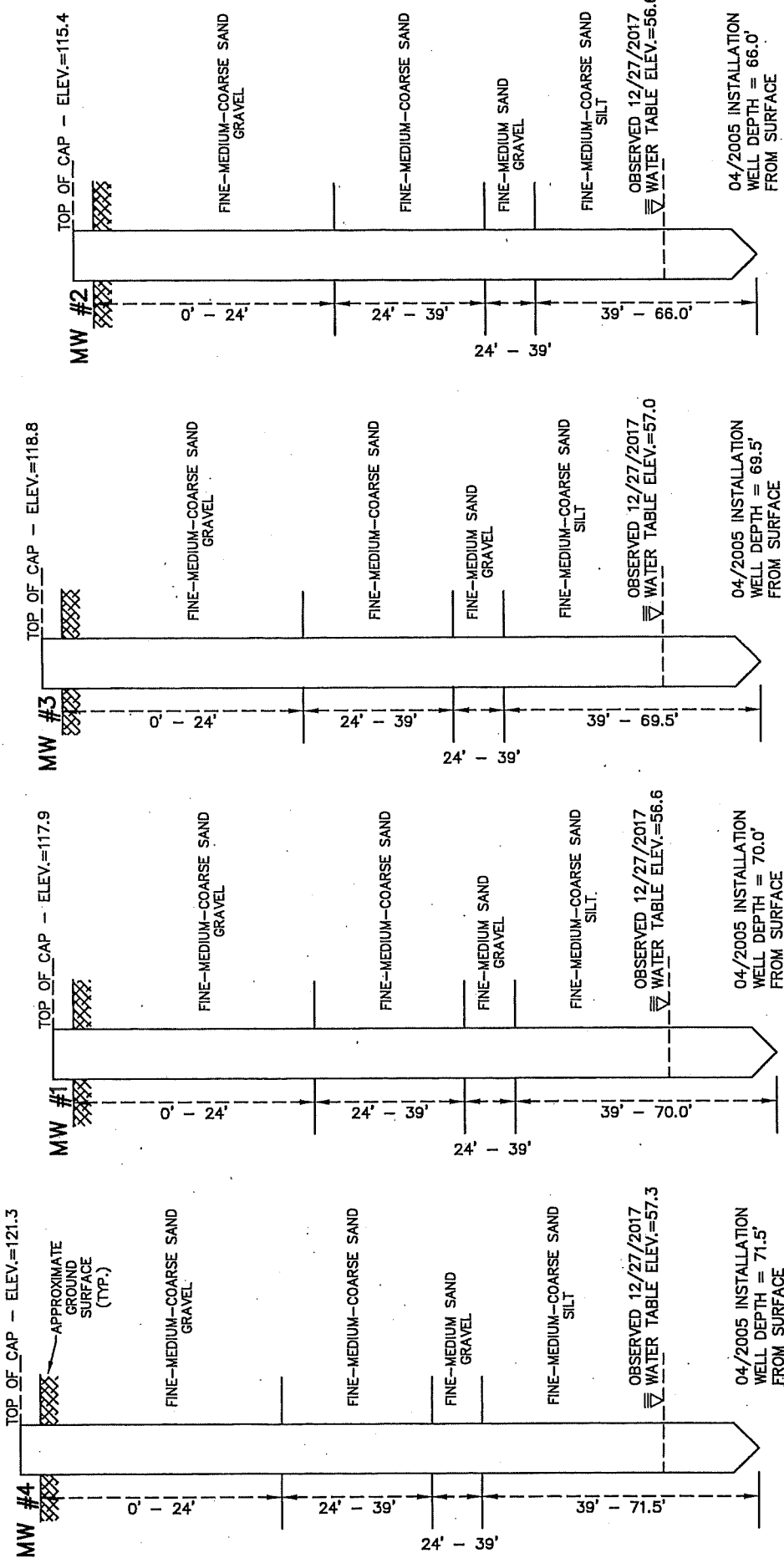
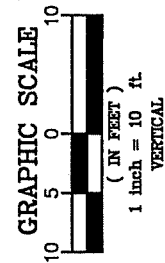


EXHIBIT PLAN EXISTING SHALLOW MONITORING WELL DETAILS PREPARED FOR **EVERGREEN ENERGY, LLC** IN MASHPEE, MA



DATE: JAN. 10, 2017



holmes and mcgrath, inc.
 civil engineers and land surveyors
 205 worcester court suite a4-falmouth, ma 02540
 508-548-3564 www.holmesandmcgrath.com

DRAWN: DPF
 JOB NO: 217077
 DWG. NO.: A-2959A
 CHECKED:
 SHEET. NO.: 2 OF 2

ENVIROTECH LABORATORIES, INC.
MA CERT. NO.: M-MA 063

8 Jan Sebastian Drive
 Sandwich, MA 02563
 (508)888-6460 1-800-339-6460
 FAX (508)888-6446

Friday, January 12, 2018

Holmes & McGrath
 205 Worcester Court
 Falmouth MA 02540

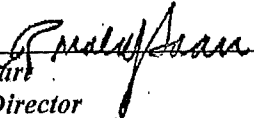
ProjectName: Town of Mashpee
Project Number:
Sampled By: Drew Forest
Lab Order Number: WW-172849
Date Received: 12/27/17

Comments: BG=Background bacteria, drinking water limit is 250. ESPC =Estimated Standard Plate Count, drinking water limit is 500.

Sample Type	Sample Time	Sample Date	Comments			
MW-4 A	15:30	12/27/17	***BG=Background bacteria			
Parameters	Units	Test Results	Reportable Limits	Date Analyzed	Analyst	Method
pH	pH units	6.42	NA	12/27/17	RL	SM 4500 H-B
Nitrate-N	mg/L	0.20	0.01	12/28/17	RL	EPA 300.0
Nitrite-N	mg/L	BRL	0.006	12/28/17	RL	EPA 300.0
Total Phosphorous (P)	mg/L	0.410	0.005	12/27/17	MC	SM 4500-P-B,E
Total Coliform	CFU/100 mL	0 BG=84***	0	12/27/17	MC	SM 9222B
Heterotrophic Plate Count	CFU/1 mL	77	1/1 mL	12/27/17	MC	SM 9215B
Specific Conductance	uhoms/cm	61	10	12/27/17	RL	EPA 120.1
Volatile Organic Compounds*	ug/L	ND*	*	01/02/18	RIA*	*
Total Iron	mg/L	1.70	0.01	01/08/18	MC	EPA 200.7
Manganese	mg/L	0.043	0.005	01/08/18	MC	EPA 200.7
Lead	mg/L	BRL	0.006	01/08/18	MC	EPA 200.7
PCB 8080*	*	ND*	*	01/02/18	RIA*	SW-846 8082
Sodium	mg/L	4.0	1.0	01/08/18	MC	EPA 200.7
Phenol*	ug/L	<0.01*	0.01	01/05/18	RIA*	EPA 420.1

BRL=below reportable limits

*see attached

By: 
 Ronald J. Sauri
 Laboratory Director



LABORATORY REPORT

Envirotech Laboratories, Inc.
Attn: Mr. Ron Saari
8 Jan Sebastian Drive
Sandwich, MA 02563

Date Received: 12/28/2017
Date Reported: 1/5/2018
P.O. Number

Work Order #: 1712-27961

Project Name: HOLMES & MCGRATH TOWN OF MASHPEE

Enclosed are the analytical results and Chain of Custody for your project referenced above. The sample(s) were analyzed by our Warwick, RI laboratory unless noted otherwise. When applicable, indication of sample analysis at our Hudson, MA laboratory and/or subcontracted results are noted and subcontracted reports are enclosed in their entirety.

All samples were analyzed within the established guidelines of US EPA approved methods with all requirements met, unless otherwise noted at the end of a given sample's analytical results or in a case narrative.

The Detection Limit is defined as the lowest level that can be reliably achieved during routine laboratory conditions.

These results only pertain to the samples submitted for this Work Order # and this report shall not be reproduced except in its entirety.

We certify that the following results are true and accurate to the best of our knowledge. If you have questions or need further assistance, please contact our Customer Service Department.

Approved by:

Dawne E. Smart
Data Reporting Manager

Laboratory Certification Numbers (as applicable to sample's origin state):

Warwick RI * RI LAI00033, MA M-RI015, CT PH-0508, ME RI00015, NH 2070, NY 11726
Hudson MA * M-MA1117, RI LAO00319

131 Coolidge Street, Suite 105, Hudson, MA 01749
P: 978-568-0041 F: 978-568-0078

41 Illinois Avenue, Warwick, RI 02888
P: 401-737-8500 F: 401-738-1970

15 Lark Industrial Drive, Smithfield, RI 02828
P: 401-737-8500 F: 401-349-0844

www.rianalytical.com

R.I. Analytical Laboratories, Inc.
Laboratory Report

Envirotech Laboratories, Inc.

Work Order #: 1712-27961

Project Name: HOLMES & MCGRATH TOWN OF MASHPEE

Sample Number: 001
Sample Description: WW-172849A
Sample Type: GRAB
Sample Date / Time: 12/27/2017 @ 15:30

PARAMETER	SAMPLE RESULTS	DET. LIMIT	UNITS	METHOD	DATE/TIME ANALYZED		ANALYST
Total Phenol	<0.01	0.01	mg/l	EPA 420.1	1/5/2018	11:10	ML
Volatile Organic Compounds							
Chloromethane	<10	10	ug/l	EPA 624	1/2/2018	16:23	RAT
Bromomethane	<10	10	ug/l	EPA 624	1/2/2018	16:23	RAT
Vinyl Chloride	<1	1	ug/l	EPA 624	1/2/2018	16:23	RAT
Chloroethane	<10	10	ug/l	EPA 624	1/2/2018	16:23	RAT
Methylene Chloride	<5	5	ug/l	EPA 624	1/2/2018	16:23	RAT
Trichlorofluoromethane	<1	1	ug/l	EPA 624	1/2/2018	16:23	RAT
1,1-Dichloroethylene	<1	1	ug/l	EPA 624	1/2/2018	16:23	RAT
1,1-Dichloroethane	<1	1	ug/l	EPA 624	1/2/2018	16:23	RAT
trans-1,2-Dichloroethylene	<1	1	ug/l	EPA 624	1/2/2018	16:23	RAT
Chloroform	<1	1	ug/l	EPA 624	1/2/2018	16:23	RAT
1,2-Dichloroethane	<1	1	ug/l	EPA 624	1/2/2018	16:23	RAT
1,1,1-Trichloroethane	<1	1	ug/l	EPA 624	1/2/2018	16:23	RAT
Carbon Tetrachloride	<1	1	ug/l	EPA 624	1/2/2018	16:23	RAT
Bromodichloromethane	<1	1	ug/l	EPA 624	1/2/2018	16:23	RAT
1,2-Dichloropropane	<1	1	ug/l	EPA 624	1/2/2018	16:23	RAT
cis-1,3-Dichloropropylene	<1	1	ug/l	EPA 624	1/2/2018	16:23	RAT
Trichloroethylene	<1	1	ug/l	EPA 624	1/2/2018	16:23	RAT
trans-1,3-Dichloropropylene	<1	1	ug/l	EPA 624	1/2/2018	16:23	RAT
1,1,2-Trichloroethane	<1	1	ug/l	EPA 624	1/2/2018	16:23	RAT
Dibromochloromethane	<1	1	ug/l	EPA 624	1/2/2018	16:23	RAT
Bromoform	<1	1	ug/l	EPA 624	1/2/2018	16:23	RAT
Tetrachloroethylene	<1	1	ug/l	EPA 624	1/2/2018	16:23	RAT
1,1,2,2-Tetrachloroethane	<1	1	ug/l	EPA 624	1/2/2018	16:23	RAT
Chlorobenzene	<1	1	ug/l	EPA 624	1/2/2018	16:23	RAT
2-Chloroethyl vinyl ether	<2	2	ug/l	EPA 624	1/2/2018	16:23	RAT
1,2-Dichlorobenzene	<1	1	ug/l	EPA 624	1/2/2018	16:23	RAT
1,3-Dichlorobenzene	<1	1	ug/l	EPA 624	1/2/2018	16:23	RAT
1,4-Dichlorobenzene	<1	1	ug/l	EPA 624	1/2/2018	16:23	RAT
Benzene	<1	1	ug/l	EPA 624	1/2/2018	16:23	RAT
Toluene	<1	1	ug/l	EPA 624	1/2/2018	16:23	RAT
Ethylbenzene	<1	1	ug/l	EPA 624	1/2/2018	16:23	RAT
o-Xylene	<1	1	ug/l	EPA 624	1/2/2018	16:23	RAT
m,p-Xylene	<1	1	ug/l	EPA 624	1/2/2018	16:23	RAT
Acetone	<10	10	ug/l	EPA 624	1/2/2018	16:23	RAT
Surrogates			RANGE	EPA 624	1/2/2018	16:23	RAT
Dibromofluoromethane	108		86-118%	EPA 624	1/2/2018	16:23	RAT
Toluene-D8	105		88-110%	EPA 624	1/2/2018	16:23	RAT
4-Bromofluorobenzene	99		86-115%	EPA 624	1/2/2018	16:23	RAT

PCB

R.I. Analytical Laboratories, Inc.
Laboratory Report

Envirotech Laboratories, Inc.

Work Order #: 1712-27961

Project Name: HOLMES & MCGRATH TOWN OF MASHPEE

Sample Number: 001
Sample Description: WW-172849A
Sample Type : GRAB
Sample Date / Time : 12/27/2017 @ 15:30

PARAMETER	SAMPLE RESULTS	DET. LIMIT	UNITS	METHOD	DATE/TIME ANALYZED		ANALYST
Aroclor-1016	<0.2	0.2	ug/l	SW-846 8082A	1/2/2018	11:37	JBW
Aroclor-1221	<0.2	0.2	ug/l	SW-846 8082A	1/2/2018	11:37	JBW
Aroclor-1232	<0.2	0.2	ug/l	SW-846 8082A	1/2/2018	11:37	JBW
Aroclor-1242	<0.2	0.2	ug/l	SW-846 8082A	1/2/2018	11:37	JBW
Aroclor-1248	<0.2	0.2	ug/l	SW-846 8082A	1/2/2018	11:37	JBW
Aroclor-1254	<0.2	0.2	ug/l	SW-846 8082A	1/2/2018	11:37	JBW
Aroclor-1260	<0.2	0.2	ug/l	SW-846 8082A	1/2/2018	11:37	JBW
Surrogate		0	RANGE	SW-846 8082A	1/2/2018	11:37	JBW
Tetrachloro-m-xylene (TCMX)	69	0	30-150%	SW-846 8082A	1/2/2018	11:37	JBW
Decachlorobiphenyl	39	0	30-150%	SW-846 8082A	1/2/2018	11:37	JBW
Extraction Date	Extracted			EPA 608	12/28/2017	9:30	SRM

ENVIROTECH LABORATORIES, INC.
MA CERT. NO.: M-MA 063

8 Jan Sebastian Drive
 Sandwich, MA 02563
 (508)888-6460 1-800-339-6460
 FAX (508)888-6446

Friday, January 12, 2018

Holmes & McGrath
 205 Worcester Court
 Falmouth MA 02540

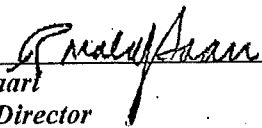
ProjectName: Town of Mashpee
Project Number:
Sampled By: Drew Forest
Lab Order Number: WW-172849
Date Received: 12/27/17

Comments: BG=Background
 bacteria,drinking water limit is
 250. ESPC =Estimated
 Standard Plate Count,drinking
 water limit is 500.

Sample Type	Sample Time	Sample Date	Comments			
MW-3 B	16:10	12/27/17	**Chloromethane***Estimated Standard Plate Count			
Parameters	Units	Test Results	Reportable Limits	Date Analyzed	Analyst	Method
pH	pH units	6.35	NA	12/27/17	RL	SM 4500 H-B
Nitrate-N	mg/L	0.90	0.01	12/28/17	RL	EPA 300.0
Nitrite-N	mg/L	BRL	0.006	12/28/17	RL	EPA 300.0
Total Phosphorous (P)	mg/L	0.018	0.005	12/27/17	MC	SM 4500-P-B,E
Total Coliform	CFU/100 mL	0 BG=160***	0	12/27/17	MC	SM 9222B
Heterotrophic Plate Count	CFU/1 mL	580 ESPC***	1/1 mL	12/27/17	MC	SM 9215B
Specific Conductance	uhoms/cm	81	10	12/27/17	RL	EPA 120.1
Volatile Organic Compounds*	ug/L	15**	*	01/02/18	RIA*	*
Total Iron	mg/L	0.24	0.01	01/08/18	MC	EPA 200.7
Manganese	mg/L	0.020	0.005	01/08/18	MC	EPA 200.7
Lead	mg/L	BRL	0.006	01/08/18	MC	EPA 200.7
PCB 8080*	*	ND*	*	01/02/18	RIA*	SW-846 8082
Sodium	mg/L	3.5	1.0	01/08/18	MC	EPA 200.7
Phenol*	ug/L	<0.01*	0.01	01/05/18	RIA*	EPA 420.1

BRL=below reportable limits

*see attached

By: 
 Ronald J. Saari
 Laboratory Director

R.I. Analytical Laboratories, Inc.
Laboratory Report

Envirotech Laboratories, Inc.

Work Order #: 1712-27961

Project Name: HOLMES & MCGRATH TOWN OF MASHPEE

Sample Number: 002
Sample Description: WW-172849B
Sample Type : GRAB
Sample Date / Time : 12/27/2017 @ 16:10

PARAMETER	SAMPLE RESULTS	DET. LIMIT	UNITS	METHOD	DATE/TIME ANALYZED		ANALYST
Total Phenol	<0.01	0.01	mg/l	EPA 420.1	1/5/2018	11:10	ML
Volatile Organic Compounds							
Chloromethane	15	10	ug/l	EPA 624	1/2/2018	16:51	RAT
Bromomethane	<10	10	ug/l	EPA 624	1/2/2018	16:51	RAT
Vinyl Chloride	<1	1	ug/l	EPA 624	1/2/2018	16:51	RAT
Chloroethane	<10	10	ug/l	EPA 624	1/2/2018	16:51	RAT
Methylene Chloride	<5	5	ug/l	EPA 624	1/2/2018	16:51	RAT
Trichlorofluoromethane	<1	1	ug/l	EPA 624	1/2/2018	16:51	RAT
1,1-Dichloroethylene	<1	1	ug/l	EPA 624	1/2/2018	16:51	RAT
1,1-Dichloroethane	<1	1	ug/l	EPA 624	1/2/2018	16:51	RAT
trans-1,2-Dichloroethylene	<1	1	ug/l	EPA 624	1/2/2018	16:51	RAT
Chloroform	<1	1	ug/l	EPA 624	1/2/2018	16:51	RAT
1,2-Dichloroethane	<1	1	ug/l	EPA 624	1/2/2018	16:51	RAT
1,1,1-Trichloroethane	<1	1	ug/l	EPA 624	1/2/2018	16:51	RAT
Carbon Tetrachloride	<1	1	ug/l	EPA 624	1/2/2018	16:51	RAT
Bromodichloromethane	<1	1	ug/l	EPA 624	1/2/2018	16:51	RAT
1,2-Dichloropropane	<1	1	ug/l	EPA 624	1/2/2018	16:51	RAT
cis-1,3-Dichloropropylene	<1	1	ug/l	EPA 624	1/2/2018	16:51	RAT
Trichloroethylene	<1	1	ug/l	EPA 624	1/2/2018	16:51	RAT
trans-1,3-Dichloropropylene	<1	1	ug/l	EPA 624	1/2/2018	16:51	RAT
1,1,2-Trichloroethane	<1	1	ug/l	EPA 624	1/2/2018	16:51	RAT
Dibromochloromethane	<1	1	ug/l	EPA 624	1/2/2018	16:51	RAT
Bromoform	<1	1	ug/l	EPA 624	1/2/2018	16:51	RAT
Tetrachloroethylene	<1	1	ug/l	EPA 624	1/2/2018	16:51	RAT
1,1,2,2-Tetrachloroethane	<1	1	ug/l	EPA 624	1/2/2018	16:51	RAT
Chlorobenzene	<1	1	ug/l	EPA 624	1/2/2018	16:51	RAT
2-Chloroethyl vinyl ether	<2	2	ug/l	EPA 624	1/2/2018	16:51	RAT
1,2-Dichlorobenzene	<1	1	ug/l	EPA 624	1/2/2018	16:51	RAT
1,3-Dichlorobenzene	<1	1	ug/l	EPA 624	1/2/2018	16:51	RAT
1,4-Dichlorobenzene	<1	1	ug/l	EPA 624	1/2/2018	16:51	RAT
Benzene	<1	1	ug/l	EPA 624	1/2/2018	16:51	RAT
Toluene	<1	1	ug/l	EPA 624	1/2/2018	16:51	RAT
Ethylbenzene	<1	1	ug/l	EPA 624	1/2/2018	16:51	RAT
o-Xylene	<1	1	ug/l	EPA 624	1/2/2018	16:51	RAT
m,p-Xylene	<1	1	ug/l	EPA 624	1/2/2018	16:51	RAT
Acetone	<10	10	ug/l	EPA 624	1/2/2018	16:51	RAT
Surrogates			RANGE	EPA 624	1/2/2018	16:51	RAT
Dibromofluoromethane	107		86-118%	EPA 624	1/2/2018	16:51	RAT
Toluene-D8	106		88-110%	EPA 624	1/2/2018	16:51	RAT
4-Bromofluorobenzene	100		86-115%	EPA 624	1/2/2018	16:51	RAT

PCB

R.I. Analytical Laboratories, Inc.
Laboratory Report

Envirotech Laboratories, Inc.

Work Order #: 1712-27961

Project Name: HOLMES & MCGRATH TOWN OF MASHPEE

Sample Number: 002
 Sample Description: WW-172849B
 Sample Type: GRAB
 Sample Date / Time: 12/27/2017 @ 16:10

PARAMETER	SAMPLE RESULTS	DET. LIMIT	UNITS	METHOD	DATE/TIME ANALYZED	ANALYST
Aroclor-1016	<0.1	0.1	ug/l	SW-846 8082A	1/2/2018 12:05	JBW
Aroclor-1221	<0.1	0.1	ug/l	SW-846 8082A	1/2/2018 12:05	JBW
Aroclor-1232	<0.1	0.1	ug/l	SW-846 8082A	1/2/2018 12:05	JBW
Aroclor-1242	<0.1	0.1	ug/l	SW-846 8082A	1/2/2018 12:05	JBW
Aroclor-1248	<0.1	0.1	ug/l	SW-846 8082A	1/2/2018 12:05	JBW
Aroclor-1254	<0.1	0.1	ug/l	SW-846 8082A	1/2/2018 12:05	JBW
Aroclor-1260	<0.1	0.1	ug/l	SW-846 8082A	1/2/2018 12:05	JBW
Surrogate		0	RANGE	SW-846 8082A	1/2/2018 12:05	JBW
Tetrachloro-m-xylene (TCMX)	52	0	30-150%	SW-846 8082A	1/2/2018 12:05	JBW
Decachlorobiphenyl	25*	0	30-150%	SW-846 8082A	1/2/2018 12:05	JBW
Extraction Date	Extracted			EPA 608	12/28/2017 9:30	SRM

8082 * = Surrogate recovery below QC acceptance criteria due to suspected sample matrix interference. No sample remaining to conduct re-extraction.

ENVIROTECH LABORATORIES, INC.
MA CERT. NO.: M-MA 063

8 Jan Sebastian Drive
 Sandwich, MA 02563
 (508)888-6460 1-800-339-6460
 FAX (508)888-6446

Friday, January 12, 2018

Holmes & McGrath
 205 Worcester Court
 Falmouth MA 02540

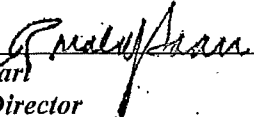
ProjectName: Town of Mashpee
Project Number:
Sampled By: Drew Forest
Lab Order Number: WW-172849
Date Received: 12/27/17

Comments: BG=Background
 bacteria,drinking water limit is
 250. ESPC =Estimated
 Standard Plate Count,drinking
 water limit is 500.

Sample Type	Sample Time	Sample Date	Comments			
MW-2 C	10:30	12/27/17	**Chloroform			
Parameters	Units	Test Results	Reportable Limits	Date Analyzed	Analyst	Method
pH	pH units	5.78	NA	12/27/17	RL	SM 4500 H-B
Nitrate-N	mg/L	BRL	0.01	12/28/17	RL	EPA 300.0
Nitrite-N	mg/L	BRL	0.006	12/28/17	RL	EPA 300.0
Total Phosphorous (P)	mg/L	0.167	0.005	12/27/17	MC	SM 4500-P-B,E
Total Coliform	CFU/100 mL	0	0	12/27/17	MC	SM 9222B
Heterotrophic Plate Count	CFU/1 mL	87	1/1 mL	12/27/17	MC	SM 9215B
Specific Conductance	uhoms/cm	42	10	12/27/17	RL	EPA 120.1
Volatile Organic Compounds*	ug/L	1.5**	*	01/02/18	RIA*	*
Total Iron	mg/L	5.79	0.01	01/08/18	MC	EPA 200.7
Manganese	mg/L	0.166	0.005	01/08/18	MC	EPA 200.7
Lead	mg/L	BRL	0.006	01/08/18	MC	EPA 200.7
PCB 8080*	*	ND*	*	01/02/18	RIA*	SW-846 8082
Sodium	mg/L	4.7	1.0	01/08/18	MC	EPA 200.7
Phenol*	ug/L	<0.01*	0.01	01/05/18	RIA*	EPA 420.1

BRL=below reportable limits

*see attached

By: 
 Ronald J. Saari
 Laboratory Director

R.I. Analytical Laboratories, Inc.
Laboratory Report

Envirotech Laboratories, Inc.

Work Order #: 1712-27961

Project Name: HOLMES & MCGRATH TOWN OF MASHPEE

Sample Number: 003
Sample Description: WW-172849C
Sample Type : GRAB
Sample Date / Time : 12/27/2017 @ 10:30

PARAMETER	SAMPLE RESULTS	DET. LIMIT	UNITS	METHOD	DATE/TIME ANALYZED		ANALYST
Total Phenol	<0.01	0.01	mg/l	EPA 420.1	1/5/2018	11:10	ML
Volatile Organic Compounds							
Chloromethane	<10	10	ug/l	EPA 624	1/2/2018	17:19	RAT
Bromomethane	<10	10	ug/l	EPA 624	1/2/2018	17:19	RAT
Vinyl Chloride	<1	1	ug/l	EPA 624	1/2/2018	17:19	RAT
Chloroethane	<10	10	ug/l	EPA 624	1/2/2018	17:19	RAT
Methylene Chloride	<5	5	ug/l	EPA 624	1/2/2018	17:19	RAT
Trichlorofluoromethane	<1	1	ug/l	EPA 624	1/2/2018	17:19	RAT
1,1-Dichloroethylene	<1	1	ug/l	EPA 624	1/2/2018	17:19	RAT
1,1-Dichloroethane	<1	1	ug/l	EPA 624	1/2/2018	17:19	RAT
trans-1,2-Dichloroethylene	<1	1	ug/l	EPA 624	1/2/2018	17:19	RAT
Chloroform	1.5	1	ug/l	EPA 624	1/2/2018	17:19	RAT
1,2-Dichloroethane	<1	1	ug/l	EPA 624	1/2/2018	17:19	RAT
1,1,1-Trichloroethane	<1	1	ug/l	EPA 624	1/2/2018	17:19	RAT
Carbon Tetrachloride	<1	1	ug/l	EPA 624	1/2/2018	17:19	RAT
Bromodichloromethane	<1	1	ug/l	EPA 624	1/2/2018	17:19	RAT
1,2-Dichloropropane	<1	1	ug/l	EPA 624	1/2/2018	17:19	RAT
cis-1,3-Dichloropropylene	<1	1	ug/l	EPA 624	1/2/2018	17:19	RAT
Trichloroethylene	<1	1	ug/l	EPA 624	1/2/2018	17:19	RAT
trans-1,3-Dichloropropylene	<1	1	ug/l	EPA 624	1/2/2018	17:19	RAT
1,1,2-Trichloroethane	<1	1	ug/l	EPA 624	1/2/2018	17:19	RAT
Dibromochloromethane	<1	1	ug/l	EPA 624	1/2/2018	17:19	RAT
Bromoform	<1	1	ug/l	EPA 624	1/2/2018	17:19	RAT
Tetrachloroethylene	<1	1	ug/l	EPA 624	1/2/2018	17:19	RAT
1,1,2,2-Tetrachloroethane	<1	1	ug/l	EPA 624	1/2/2018	17:19	RAT
Chlorobenzene	<1	1	ug/l	EPA 624	1/2/2018	17:19	RAT
2-Chloroethyl vinyl ether	<2	2	ug/l	EPA 624	1/2/2018	17:19	RAT
1,2-Dichlorobenzene	<1	1	ug/l	EPA 624	1/2/2018	17:19	RAT
1,3-Dichlorobenzene	<1	1	ug/l	EPA 624	1/2/2018	17:19	RAT
1,4-Dichlorobenzene	<1	1	ug/l	EPA 624	1/2/2018	17:19	RAT
Benzene	<1	1	ug/l	EPA 624	1/2/2018	17:19	RAT
Toluene	<1	1	ug/l	EPA 624	1/2/2018	17:19	RAT
Ethylbenzene	<1	1	ug/l	EPA 624	1/2/2018	17:19	RAT
o-Xylene	<1	1	ug/l	EPA 624	1/2/2018	17:19	RAT
m,p-Xylene	<1	1	ug/l	EPA 624	1/2/2018	17:19	RAT
Acetone	<10	10	ug/l	EPA 624	1/2/2018	17:19	RAT
Surrogates			RANGE	EPA 624	1/2/2018	17:19	RAT
Dibromofluoromethane	111		86-118%	EPA 624	1/2/2018	17:19	RAT
Toluene-D8	108		88-110%	EPA 624	1/2/2018	17:19	RAT
4-Bromofluorobenzene	103		86-115%	EPA 624	1/2/2018	17:19	RAT

PCB

R.I. Analytical Laboratories, Inc.
Laboratory Report

Envirotech Laboratories, Inc.

Work Order #: 1712-27961

Project Name: HOLMES & MCGRATH TOWN OF MASHPEE

Sample Number: 003
Sample Description: WW-172849C
Sample Type : GRAB
Sample Date / Time : 12/27/2017 @ 10:30

PARAMETER	SAMPLE RESULTS	DET. LIMIT	UNITS	METHOD	DATE/TIME ANALYZED		ANALYST
Aroclor-1016	<0.1	0.1	ug/l	SW-846 8082A	1/2/2018	12:33	JBW
Aroclor-1221	<0.1	0.1	ug/l	SW-846 8082A	1/2/2018	12:33	JBW
Aroclor-1232	<0.1	0.1	ug/l	SW-846 8082A	1/2/2018	12:33	JBW
Aroclor-1242	<0.1	0.1	ug/l	SW-846 8082A	1/2/2018	12:33	JBW
Aroclor-1248	<0.1	0.1	ug/l	SW-846 8082A	1/2/2018	12:33	JBW
Aroclor-1254	<0.1	0.1	ug/l	SW-846 8082A	1/2/2018	12:33	JBW
Aroclor-1260	<0.1	0.1	ug/l	SW-846 8082A	1/2/2018	12:33	JBW
Surrogate		0	RANGE	SW-846 8082A	1/2/2018	12:33	JBW
Tetrachloro-m-xylene (TCMX)	69	0	30-150%	SW-846 8082A	1/2/2018	12:33	JBW
Decachlorobiphenyl	28*	0	30-150%	SW-846 8082A	1/2/2018	12:33	JBW
Extraction Date	Extracted			EPA 608	12/28/2017	9:30	SRM

8082 * = Surrogate recovery below QC acceptance criteria due to suspected sample matrix interference. No sample remaining to conduct re-extraction.

ENVIROTECH LABORATORIES, INC.
MA CERT. NO.: M-MA 063

8 Jan Sebastian Drive
 Sandwich, MA 02563
 (508)888-6460 1-800-339-6460
 FAX (508)888-6446

Friday, January 12, 2018

Holmes & McGrath
 205 Worcester Court
 Falmouth MA 02540

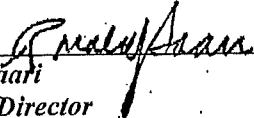
ProjectName: Town of Mashpee
Project Number:
Sampled By: Drew Forest
Lab Order Number: WW-172849
Date Received: 12/27/17

Comments: BG=Background
 bacteria,drinking water limit is
 250. ESPC =Estimated
 Standard Plate Count,drinking
 water limit is 500.

Sample Type	Sample Time	Sample Date	Comments			
MW-1 D	15:00	12/27/17	***BG=Background bacteria			
Parameters	Units	Test Results	Reportable Limits	Date Analyzed	Analyst	Method
pH	pH units	5.66	NA	12/27/17	RL	SM 4500 H-B
Nitrate-N	mg/L	BRL	0.01	12/28/17	RL	EPA 300.0
Nitrite-N	mg/L	BRL	0.006	12/28/17	RL	EPA 300.0
Total Phosphorous (P)	mg/L	0.037	0.005	12/27/17	MC	SM 4500-P-B,E
Total Coliform	CFU/100 mL	0 BG=4***	0	12/27/17	MC	SM 9222B
Heterotrophic Plate Count	CFU/1 mL	52	1/1 mL	12/27/17	MC	SM 9215B
Specific Conductance	uhoms/cm	48	10	12/27/17	RL	EPA 120.1
Volatile Organic Compounds*	ug/L	2.1**	*	01/02/18	RIA*	*
Total Iron	mg/L	0.63	0.01	01/08/18	MC	EPA 200.7
Manganese	mg/L	0.017	0.005	01/08/18	MC	EPA 200.7
Lead	mg/L	BRL	0.006	01/08/18	MC	EPA 200.7
PCB 8080*	*	ND*	*	01/02/18	RIA*	SW-846 8082
Sodium	mg/L	4.6	1.0	01/08/18	MC	EPA 200.7
Phenol*	ug/L	<0.01*	0.01	01/05/18	RIA*	EPA 420.1

BRL=below reportable limits

*see attached

By: 
 Ronald J. Saari
 Laboratory Director

R.I. Analytical Laboratories, Inc.
Laboratory Report

Envirotech Laboratories, Inc.

Work Order #: 1712-27961

Project Name: HOLMES & MCGRATH TOWN OF MASHPEE

Sample Number: 004
Sample Description: WW-172849D
Sample Type : GRAB
Sample Date / Time : 12/27/2017 @ 15:00

PARAMETER	SAMPLE RESULTS	DET. LIMIT	UNITS	METHOD	DATE/TIME ANALYZED		ANALYST
Total Phenol	<0.01	0.01	mg/l	EPA 420.1	1/5/2018	11:10	ML
Volatile Organic Compounds							
Chloromethane	<10	10	ug/l	EPA 624	1/2/2018	17:47	RAT
Bromomethane	<10	10	ug/l	EPA 624	1/2/2018	17:47	RAT
Vinyl Chloride	<1	1	ug/l	EPA 624	1/2/2018	17:47	RAT
Chloroethane	<10	10	ug/l	EPA 624	1/2/2018	17:47	RAT
Methylene Chloride	<5	5	ug/l	EPA 624	1/2/2018	17:47	RAT
Trichlorofluoromethane	<1	1	ug/l	EPA 624	1/2/2018	17:47	RAT
1,1-Dichloroethylene	<1	1	ug/l	EPA 624	1/2/2018	17:47	RAT
1,1-Dichloroethane	<1	1	ug/l	EPA 624	1/2/2018	17:47	RAT
trans-1,2-Dichloroethylene	<1	1	ug/l	EPA 624	1/2/2018	17:47	RAT
Chloroform	2.1	1	ug/l	EPA 624	1/2/2018	17:47	RAT
1,2-Dichloroethane	<1	1	ug/l	EPA 624	1/2/2018	17:47	RAT
1,1,1-Trichloroethane	<1	1	ug/l	EPA 624	1/2/2018	17:47	RAT
Carbon Tetrachloride	<1	1	ug/l	EPA 624	1/2/2018	17:47	RAT
Bromodichloromethane	<1	1	ug/l	EPA 624	1/2/2018	17:47	RAT
1,2-Dichloropropane	<1	1	ug/l	EPA 624	1/2/2018	17:47	RAT
cis-1,3-Dichloropropylene	<1	1	ug/l	EPA 624	1/2/2018	17:47	RAT
Trichloroethylene	<1	1	ug/l	EPA 624	1/2/2018	17:47	RAT
trans-1,3-Dichloropropylene	<1	1	ug/l	EPA 624	1/2/2018	17:47	RAT
1,1,2-Trichloroethane	<1	1	ug/l	EPA 624	1/2/2018	17:47	RAT
Dibromochloromethane	<1	1	ug/l	EPA 624	1/2/2018	17:47	RAT
Bromoform	<1	1	ug/l	EPA 624	1/2/2018	17:47	RAT
Tetrachloroethylene	<1	1	ug/l	EPA 624	1/2/2018	17:47	RAT
1,1,2,2-Tetrachloroethane	<1	1	ug/l	EPA 624	1/2/2018	17:47	RAT
Chlorobenzene	<1	1	ug/l	EPA 624	1/2/2018	17:47	RAT
2-Chloroethyl vinyl ether	<2	2	ug/l	EPA 624	1/2/2018	17:47	RAT
1,2-Dichlorobenzene	<1	1	ug/l	EPA 624	1/2/2018	17:47	RAT
1,3-Dichlorobenzene	<1	1	ug/l	EPA 624	1/2/2018	17:47	RAT
1,4-Dichlorobenzene	<1	1	ug/l	EPA 624	1/2/2018	17:47	RAT
Benzene	<1	1	ug/l	EPA 624	1/2/2018	17:47	RAT
Toluene	<1	1	ug/l	EPA 624	1/2/2018	17:47	RAT
Ethylbenzene	<1	1	ug/l	EPA 624	1/2/2018	17:47	RAT
o-Xylene	<1	1	ug/l	EPA 624	1/2/2018	17:47	RAT
m,p-Xylene	<1	1	ug/l	EPA 624	1/2/2018	17:47	RAT
Acetone	<10	10	ug/l	EPA 624	1/2/2018	17:47	RAT
Surrogates			RANGE	EPA 624	1/2/2018	17:47	RAT
Dibromofluoromethane	105		86-118%	EPA 624	1/2/2018	17:47	RAT
Toluene-D8	104		88-110%	EPA 624	1/2/2018	17:47	RAT
4-Bromofluorobenzene	102		86-115%	EPA 624	1/2/2018	17:47	RAT

PCB

R.I. Analytical Laboratories, Inc.
Laboratory Report

Envirotech Laboratories, Inc.

Work Order #: 1712-27961

Project Name: HOLMES & MCGRATH TOWN OF MASHPEE

Sample Number: 004
 Sample Description: WW-172849D
 Sample Type : GRAB
 Sample Date / Time : 12/27/2017 @ 15:00

PARAMETER	SAMPLE RESULTS	DET. LIMIT	UNITS	METHOD	DATE/TIME ANALYZED	ANALYST
Aroclor-1016	<0.1	0.1	ug/l	SW-846 8082A	1/2/2018 13:02	JBW
Aroclor-1221	<0.1	0.1	ug/l	SW-846 8082A	1/2/2018 13:02	JBW
Aroclor-1232	<0.1	0.1	ug/l	SW-846 8082A	1/2/2018 13:02	JBW
Aroclor-1242	<0.1	0.1	ug/l	SW-846 8082A	1/2/2018 13:02	JBW
Aroclor-1248	<0.1	0.1	ug/l	SW-846 8082A	1/2/2018 13:02	JBW
Aroclor-1254	<0.1	0.1	ug/l	SW-846 8082A	1/2/2018 13:02	JBW
Aroclor-1260	<0.1	0.1	ug/l	SW-846 8082A	1/2/2018 13:02	JBW
Surrogate		0	RANGE	SW-846 8082A	1/2/2018 13:02	JBW
Tetrachloro-m-xylene (TCMX)	58	0	30-150%	SW-846 8082A	1/2/2018 13:02	JBW
Decachlorobiphenyl	33	0	30-150%	SW-846 8082A	1/2/2018 13:02	JBW
Extraction Date	Extracted			EPA 608	12/28/2017 9:30	SRM

ENVIROTECH LABS, INC.

Client: Holmes & McGrath

8 Jan Sebastian Dr., Unit 12

Project Name:

Sampler: Drew Forest

Address: 205 Worcester Court

(508) 888-6460/1-800-339-6460

Falmouth, MA 02540

Phone#: 508-548-3564

Fax #: 508-548-9672

Analysis Requested

[illegible]

Relinquished:

Filed:
Faint

Date/Time 12/27/17 17:05

Received

Relinquished:

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Town of Mashpee

Planning Board

16 Great Neck Road North
Mashpee, Massachusetts 02649

Mashpee Planning Board Notice of Decision

November 16, 2017

You are hereby notified that the Mashpee Planning Board has filed its decision with the Town Clerk, at the Town Hall, Mashpee, on the petition of Evergreen Energy, LLC, 81 Echo Road, Mashpee, MA 02649, for approval of a definitive subdivision plan.

The petition has been granted with conditions as follows:

1. Road construction plans shall show the cement concrete ring around the castings for basins and manholes as brought up to the top of the binder course only. The wearing surface would then cover the concrete once it is in place.
2. Remove the notations in the post and rail fence detail about 6"x8" posts. Posts shall all be 8"x8".
3. All street monuments to be set, as required by Subsection IX.L. of the Mashpee "Rules and Regulations Governing the Subdivision of Land", shall be shown on the recordable subdivision plan.
4. Prior to Planning Board endorsement of the plan, the test well completion reports and logs, location and elevation data and water quality sampling results required under Mashpee Zoning By-law Subsection 174-27.B.8. (for the wells required by the Board of Health) shall be submitted to the Planning Board.

Plans may be viewed at the office of the Town Clerk. Within 20 days from the date hereon, an appeal may be taken from this decision in Superior Court.

Town Clerk

November 16, 2017



Town of Mashpee

Planning Board

16 Great Neck Road North
Mashpee, Massachusetts 02649

Mashpee Planning Board
Working Subcommittee
on the Quashnet River Footbridge
Popponesset Room
Wednesday, January 10, 2018
5:30 p.m.

Call Meeting to Order: 5:30 p.m. – Popponesset Room – Mashpee Town Hall

Approval of Minutes

None

New Business

History and Status of Quashnet River Footbridge.
Available Resources and Support of Quashnet River Footbridge
Action Plan for Quashnet River Footbridge

Old Business

None

Correspondence

None

Additional Topics

Adjournment

MASHPEE TOWN CLERK

JAN - 8 2018

RECEIVED BY _____

**Mashpee Planning Board
Minutes of Meeting
December 6, 2017 at 7:00 p.m.
Waquoit Meeting Room, Mashpee Town Hall**

Planning Board Members Present: Chairman Mary Waygan, Dennis Balzarini, David Kooharian, Joe Cummings, David Weeden, Robert (Rob) Hansen
Also: Tom Fudala-Town Planner; Charles Rowley-Consulting Engineer

CALL TO ORDER

The Town of Mashpee Planning Board meeting was opened with a quorum in the Waquoit Meeting Room at Mashpee Town Hall by the Chair, at 7:05 p.m. on Wednesday, December 6, 2017. The Chair welcomed the public and thanked them for their participation. The Pledge of Allegiance was recited.

APPROVAL OF MINUTES— November 15, 2017

MOTION: Mr. Balzarini made a motion to accept the minutes of November 15th as presented. Mr. Kooharian seconded the motion. All voted unanimously.

NEW BUSINESS

C. Rowley November 2017 Billings-Mr. Fudala stated that bills were received in the amount of \$332.50 for Southport and \$1,102.50 for regular Planning Board business. Although the Planning Board will vote to approve the bill for \$1,102.50, it will also require approval from the Town Manager since it was over \$1,000.

MOTION: Mr. Balzarini made a motion to approve the payment to Charles Rowley one bill for \$332.50 and the other for \$1,102.50. Mr. Kooharian seconded the motion. All voted unanimously.

The vouchers was signed by Planning Board members.

Mashpee Commons Visioning Meeting #3-Russell Preston, representing Mashpee Commons, expressed his enthusiasm for the Mashpee by Design Process, for which they have held two meetings. Mr. Preston indicated that they wished to open the dialogue to the public to identify the future of Mashpee Commons. Also in attendance from Mashpee Commons was John Connell, Tony Simon, Craig, Mary and Tom Ferronti.

Mr. Preston shared slides describing the Mashpee by Design process. Mr. Preston noted that Mashpee Commons offered more than shopping but also a place to hang out, eat, go to the library, attend special events and visit the park. Mashpee Commons' goal was to evolve as a multi-use site. Historically, the site was a traditional shopping mall. Mashpee Commons has served as a model for a gray field re-development and promoted a design principle called "new urbanism." Consideration of the spaces outside of the buildings was part of the visioning process along with considering how to improve the experience for people visiting Mashpee Commons.

**Status of Ockway Highlands Subdivision Development-
Chairman's Report-
Community Preservation Committee-
Report on Status of Greenway Project-
Design Review Committee-
Environmental Oversight Committee-
Historic District Commission-
MMR Military Civilian Community Council-Update of MMR Joint Land Use
Study-
Cape Cod Commission-**

CORRESPONDENCE

- Cape Cod Commission Public Hearing Notice-12/14/17 hearing on proposed amendment to regulations governing review of Development of Regional Impact
- May 2017 Discharge Monitoring Report for South Cape Village N=5.8
- June 2017 Discharge Monitoring Report for South Cape Village N=41
- July 2017 Discharge Monitoring Report for South Cape Village N=10.7
- August 2017 Discharge Monitoring Report for South Cape Village N=5.9
- September 2017 Discharge Monitoring Report for South Cape Village N=7.8
- October 2017 Discharge Monitoring Report for South Cape Village N=5.6

WATERWAYS LICENSES

- Steven & Christine Babineau, 27 Monomoscoy Road West – Reconstruct existing dock in Hamblin Pond
- Frederick & Beverly Mercier, Jr., 254 Monomoscoy Road – Maintain existing marine railway, bulkhead, pier and floats in Great River

ADDITIONAL TOPICS

ADJOURNMENT

MOTION: Mr. Weeden made a motion to adjourn at 8:25 p.m. Mr. Kooharian seconded the motion. All voted unanimously.

Respectfully submitted,

Jennifer M. Clifford
Board Secretary

LIST OF DOCUMENTS

- Tom Fudala Notes from 10/24/17 Mashpee Commons Visioning Session #1
- Tom Fudala Notes from 12/2/17 Mashpee Commons Visioning Session #2
- Planning Board Public Hearing Notification Procedures
- Cape Cod Commission Hearing Notice



Town of Mashpee

16 Great Neck Road North
Mashpee, Massachusetts 02649

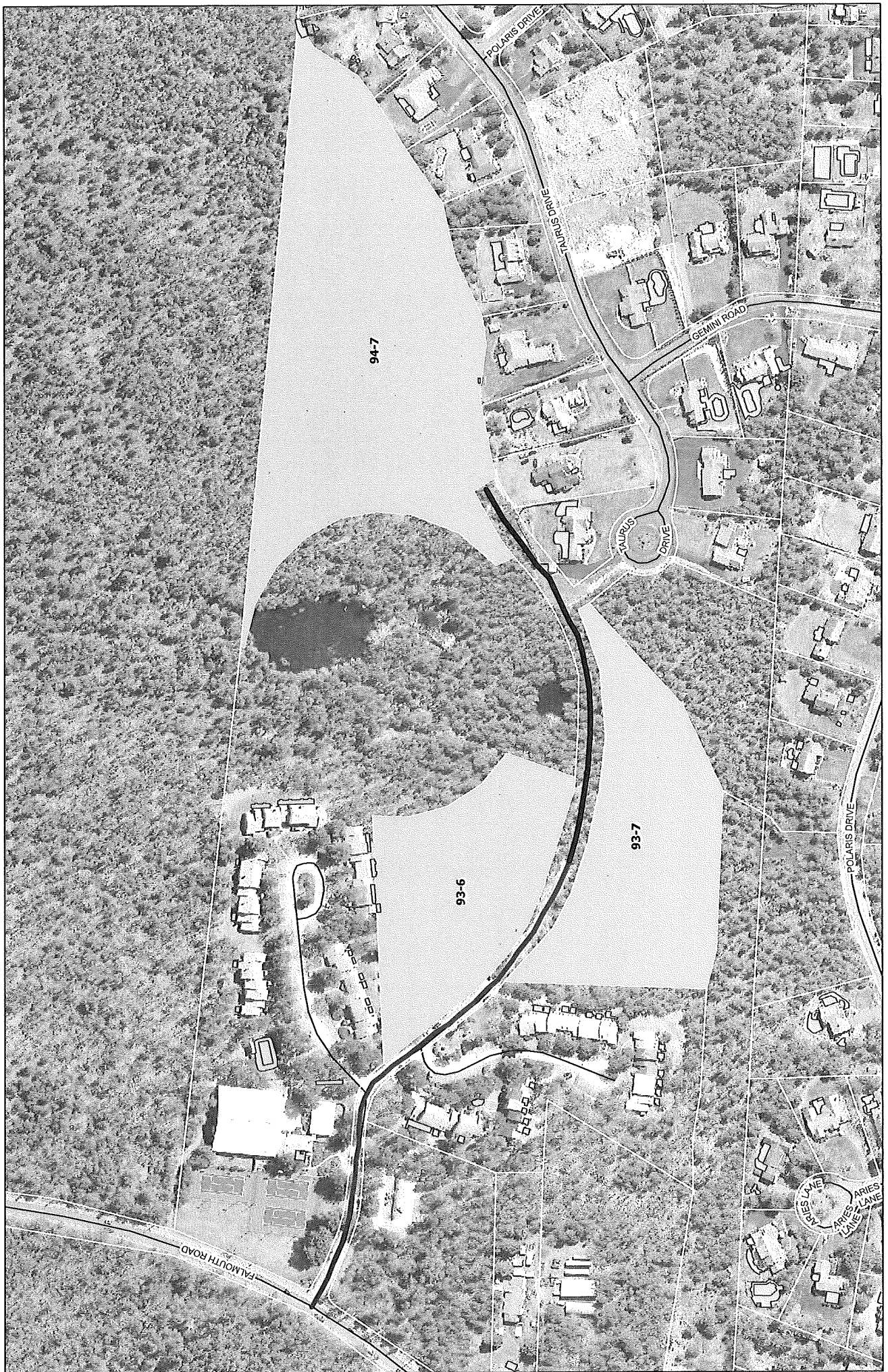
Mashpee Planning Board Public Hearing Notice

Under the provisions of Massachusetts General Laws Chapter 85, Sections 3A and 3B, the Mashpee Planning Board will hold a public hearing on Wednesday, January 17, 2018 at 7:10 p.m. at the Mashpee Town Hall, 16 Great Neck Road North, to establish the name of an unnamed private subdivision street at 950 Falmouth Road, which serves as access to the South Cape Resorts condominium and a number of Town-owned parcels, sometimes referred to as "Cross Road" to become "Cooper Street".

Submitted by

Mary E. Waygan, Chair
Mashpee Planning Board

Publication dates: Friday, December 29, 2017
 Friday, January 5, 2018



*This packet passed into Maria Dq
1/23/17 for completion.*

Maria Silva

From: Charles Rowley <crsr63@verizon.net>
Sent: Wednesday, January 17, 2018 3:00 PM
To: Maria Silva; waygan@hotmail.com
Subject: Re: Record of Performance Guarantee

Assume you are talking about Naukabout.

When the check comes in it will be submitted by you to the Town Treasurer who will set up a separate account for it.

There hopefully will also be a document from Naukabout spelling out what the funds are actually being posted for; i.e. a description of the work they need to do and the cost associated with it. The Board typically establishes a timeframe for the work to be completed as part of their acceptance of the funds.

Everything (forms, check, work description, etc.) gets presented to the Planning Board as part of a package. So if Peter comes in tonite with his check he will present it to the Board and you will want to have the file available to give to Mary. When all is approved you can then take the check to the Treasurer the next day for setting the account up.
Charlie

Charles Rowley
crsr63@verizon.net

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

From: Maria Silva <MSilva@mashpeeema.gov>
To: Charles Rowley <crsr63@verizon.net>
Sent: Wed, Jan 17, 2018 1:12 pm
Subject: Record of Performance Guarantee

Hi Charlie,

I am trying to piece things together here on this end as I was never walked through the entire process of the above referenced. I have the forms here, but was wondering if you knew the logistical steps of this process from when the check comes in to completion.

Kindly advise, thank you so much!

Best,

Maria Silva | Administrative Assistant
Town of Mashpee
Planning Department
16 Great Neck Road North, Mashpee, MA 02649
Office: 508.539.1414 | Fax: 508.539.1142



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Tom F. Fudala

From: Mark Germani <mpgermani@gmail.com>
Sent: Tuesday, January 02, 2018 2:40 PM
To: Tom F. Fudala
Subject: Naukabout Bond
Attachments: CNA Fast Track Application.pdf; CNA Site Improvement Questionnaire.pdf; CNA Site Improvement Bond Form.pdf

Tom,

I hope all is well. The bond carrier would be issuing a "site improvement bond" which would be able to be renewed. The last attachment outlines the description of the bond with the language. Would the town accept this type of in force bond in order to issue the occupancy permit?

Regards,

Mark Germani
Germani Insurance
908 Main St.
Osterville, MA 02655
508-428-9194 Ext 2
508-428-3068 Fax
Mpggermani@Gmail.com



----- Forwarded Message -----

Subject: RE: General question

Date: Tue, 2 Jan 2018 16:25:29 +0000

From: UWServices (UWServices@cnasurety.com) <UWServices@cnasurety.com>

To: 'Mark Germani' <mpgermani@gmail.com>

Mark,

Based on the information provided, this is a type of bond we classify as site improvement. We consider this type of bond for property owners that will continue to own and use/occupy the property after the completion of the improvements. Based on the information provided, it appears that your client is the property owner and will continue to own and use/occupy the property after the completion of the improvements. If that is the case, we can consider this request further with a completed page 1 of our Fast Track Application, a site improvement questionnaire, and a completed/signed General Indemnity Agreement. Those documents are attached for your convenience. A copy of our bond form is attached as well for the obligee's review.

If you have any questions, please contact our office.

Thank you,

Sarah Rust
Underwriting Specialist

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

From: Mark Germani [<mailto:mpgermani@gmail.com>]
Sent: Friday, December 29, 2017 4:25 PM
To: UWServices (UWServices@cnasurety.com)
Subject: Re: General question

Sarah,

Basically the town is requiring this bond to be taken out by a new brewery being built and part of the contract with the town is to develop their outside space which needs to be completed so they can get their occupancy permit. The amount the town needs to see is \$45,000. The town requested the policy language of the bond to review and to also research renewal options. Sorry does this make more sense?

Regards,

Mark

Sent from my iPhone

> On Dec 27, 2017, at 1:07 PM, UWServices (UWServices@cnasurety.com)
<UWServices@cnasurety.com> wrote:

>

> Mark,

>

> Is the bond being required due to a contract the applicant has with the Town? If so, is the job a once and done job or are there renewal options. Many service jobs such as landscaping tending to have renewal options. We have different performance bonds based on whether or not the contract is renewable.

>

> Thank you,

> Sarah Rust

> Underwriting Specialist

>

> -----Original Message-----

> From: Mark Germani [<mailto:mpgermani@gmail.com>]

> Sent: Wednesday, December 27, 2017 9:28 AM

> To: UWServices (UWServices@cnasurety.com)

> Subject: General question

>

> I was wondering if the language of the landscape performance bond could be emailed to me please. I have the town of Mashpee MA, asking for a business to obtain a landscape performance bond and the town would like to review the form and language.

>

> Please let me know if you could help?

>

> Regards,

>

> Mark Germani

> Germani Insurance

> 908 Main St.

> Osterville, MA 02655

> Code 20/6919

>

> Sent from my iPhone

>

>
> NOTICE: This e-mail message, including any attachments and appended messages, is for the sole use of the intended recipients and may contain confidential and legally privileged information.
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For Single Bonds or Aggregate Programs up to \$400,000, complete page 1.

For Aggregate Programs in excess of \$400,000, up to \$800,000, complete page 1 and page 2.

CONTRACTOR DATA

E-Mail Address _____

Type of Business: ☐ Partnership ☐ (S) Corporation ☐ (C) Corporation ☐ Sole Proprietorship ☐ LLC ☐ LLP

Company Name _____ Phone _____

Company Address _____ City _____ State _____ Zip _____

Type of Trade _____ Date started in Business _____

Has the applicant been in claim, and/or, denied bonding by another surety? Yes ☐ No ☐ Explain (if yes) _____

OWNER DATA / INDEMNITORS

(Provide the information below on all owners; use additional sheet if necessary)

Name _____ Name _____

Address _____ Address _____

City/State/Zip _____ City/State/Zip _____

SS# _____ DOB _____ SS# _____ DOB _____

% of Business Ownership _____ Married ☐ Yes ☐ No % of Business Ownership _____ Married ☐ Yes ☐ No

Spouse Name _____ Spouse Name _____

SS# _____ DOB _____ SS# _____ DOB _____

CNA Surety may obtain a credit report about the Applicant including its Owner(s) and Owners' spouses in order to confirm the information provided in this application and obtain information about Applicant's credit history. For **new** applicants, complete and sign the General Indemnity Agreement.

BOND REQUEST DATA

If no bond is needed at this time, but only prequalification for future bonding, check here ☐

Anticipated Start Date _____ Time for Completion _____ Maintenance Period _____

Obligee (Who is requiring the contractor get a bond?) _____

Obligee Address _____ City _____ State _____ Zip _____

Job Legal Description (Project Name) _____

Job Physical Address _____ City _____ State _____ Zip _____

Scope of Work _____

**This application is not intended for use in connection with Design-Build Contracts, Subdivision or Site Improvement over \$100,000, Asbestos Abatement, Completion, Hazardous Materials, or Multi-Year Contracts where term of contract is over 5 years.*

Check and Complete: (For private jobs or subcontracts, please enclose a copy of the contract and bond form for projects over \$150,000.)

(check one only)

(For service type contracts, provide a copy of the contract.)

☐ Bid Bond:

Bid date _____

Estimated total amount of bid: \$ _____

Engineers Estimate: \$ _____ ☐ None

Bid Bond %, or flat amount _____

Status of Outstanding Bid or Performance Bonds:

Bond No. _____ Bid Awarded: ☐ Yes ☐ No

Bond No. _____ Bid Awarded: ☐ Yes ☐ No

OR

Contract Price \$ _____

Contract Date (Date when contract is signed) _____

☐ Performance & Payment Bond ☐ Supply Bond

☐ Subcontractor Performance & Payment Bond

☐ Stand Alone Maintenance Bond \$ _____

Bid secured by: Check ☐ Bond ☐ Negotiated ☐

Next two lowest bidders

\$ _____ \$ _____

BOND FORM DATA

Name of Agent signing as Power of Attorney

(Name here) _____

☐ CNA Form

☐ State Form (Send copy)

☐ AIA Form

☐ Obligor Form (Send copy)

☐ Federal Contract # _____

State of Incorporation _____

AGENCY DATA

Agency Name _____ Agency Code _____ - _____

Any person who knowingly and with intent to defraud any insurance company or person files an application containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime under applicable law. The applicants and indemnitors certify the truth of all statements in the application and authorize the Company to verify this information and to obtain additional information from any source including obtaining a credit report.

Phone: 1-800-331-6053 / Fax 605-335-0357



Complete this page for Aggregate Programs in excess of \$400,000, up to \$800,000.

Contractor's Company Name _____ File Number(s) Reference _____

Contractor's Company Address _____ City _____ State _____ Zip _____

FINANCIAL DATA Please submit the following:

☐ **Company Financial Requirements for (C) Corporations, (S) Corporations, and LLCs:** Provide the company's last 2 years fiscal year-end financial statement or tax return. If the latest fiscal year financial statement or tax return is more than 6 months old, then also provide a current interim financial statement.

or

☐ **Business Financial Requirement for Sole Proprietorships and Partnerships:** Provide the last 2 years fiscal year-end financial statement on the business. If the fiscal year-end statement on the business is more than 6 months old, then also provide us with a current interim financial statement.

and

☐ **Personal Financial Statements** Provide a copy of each owner's latest personal financial statement. If the personal financial statement is more than 6 months old then provide us with a current statement.

Does the contractor have a formal bank line of credit? ☐ Yes ☐ No

If "Yes" amount of Line of Credit? _____ Amount currently borrowed? _____

EXPERIENCE DATA

List the three largest contracts completed in the last five years:

Owner or General	Kind of Work	Location (City/County, State)	Contract Price	Year Completed	Final Gross Profit
------------------	--------------	----------------------------------	-------------------	-------------------	-----------------------

List the two largest jobs you presently have underway, giving the following information:

Owner or General	Kind of Work	Location (City/County, State)	Contract Price	% of Completion	Estimated Gross Profit	Date to be Completed
------------------	--------------	----------------------------------	-------------------	--------------------	---------------------------	-------------------------

OPERATIONS DATA

Liability Insurance Company and Limits _____ Expiration Date ____/____/____

- Type of trades you perform: _____
- Territory in which you perform work (present and planned) _____
- Trades subcontracted: _____

GENERAL DATA

Disputes, Financial Difficulties, Problems, Etc.

	Company	Any officer, owner or partner
a. Failed in business or declared bankruptcy?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
b. Failed to complete a job or been assessed with delay damages? ...	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
c. Been involved in any lawsuits or disputes in the last 5 years?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
d. Do you have any corporate or personal assets held in trust or escrow accounts?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
e. Are any business or personal assets restricted or pledged for any purpose (i.e. collateral for a loan, etc.)?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
f. Were you bonded in the past - By whom?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

Explain all "yes" answers fully below or attach explanation

AGENCY DATA

Agency Name _____ Agency Code _____ - _____

Phone: 1-800-331-6053 / Fax 605-335-0357

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www.cnasurety.com

GENERAL INDEMNITY AGREEMENT

THIS AGREEMENT is made by the undersigned Indemnitors ("Indemnitors") for the benefit of Surety in connection with any Bond, as defined below, which may have been or may hereafter be provided for the benefit of or at the request of any one or more Indemnitors. If any Indemnitors have previously executed an indemnity agreement in favor of Surety, this Agreement shall be in addition to and not in lieu of or in replacement of such other agreement.

I. DEFINITIONS. The following terms shall be defined as follows for purposes of this Agreement:

A. **Bond:** Any surety bond, undertaking, or other obligation in the nature of a guaranty or suretyship, as well as alterations, amendments, extensions, substitutions, and renewals issued or procured by the Surety on, before, or after the date of this Agreement for (a) any Indemnitor or any of their respective parent companies, subsidiaries, and affiliates; (b) any joint venture, partnership, association, limited liability company, or other legal entity in which one or more of the persons and entities identified above in sub-paragraph (a) have a direct or indirect interest; or (c) at the request of any Indemnitor.

B. **Contract:** Any contract or obligation whose performance is covered or guaranteed under a Bond.

C. **Event of Default:** Any one or more of the following: (a) any breach of the terms and conditions of this Agreement; (b) Principal's breach, abandonment or forfeiture of a Contract; (c) any bankruptcy, insolvency, assignment for the benefit of creditors, appointment of a receiver or conservator, or similar proceeding concerning the Principal or any Indemnitor, whether voluntary or involuntary.

D. **Loss:** Any (a) claim, demand, liability, charge, suit, fee, or expense, including but not limited to attorney (both outside and in-house) and consultant fees, incurred by the Surety as a result of issuing or procuring a Bond; (b) cost incurred by Surety in procuring or attempting to procure a release from liability under a Bond; (c) cost incurred in investigation or adjustment of any claim or potential claim under a Bond; (d) costs incurred by Surety in enforcing the Indemnitors' obligations under this Agreement; and (e) any other cost incurred by Surety arising from the issuance or procurement of a Bond. The term Loss shall also include any advances or loans to any Principal or Indemnitor that are not repaid to the Surety as required by the terms of such advances or loans.

E. **Principal:** The person(s) and entity (ies) whose Contract obligations the Surety is requested to guarantee by issuing or procuring a Bond. Principal includes any person or entity identified on a Bond as "Principal" or "Contractor."

F. **Surety:** Any one or more of Western Surety Company, Universal Surety of America, and their successors, assigns, affiliates, subsidiary companies, and reinsurers. The term Surety shall also include any other person or entity which, at the request of the above, may act as surety or co-surety on any Bond.

II. INDEMNITY. The Indemnitors agree:

A. To defend, indemnify, and save harmless Surety from and against any and all Loss Indemnitor which the Surety may pay or incur.

B. To pay Surety all premium due on Bonds at the rates and times specified by the Surety. The Indemnitors specifically acknowledge and agree that the Surety's right to charge and collect premiums continues until the Surety is provided written evidence, satisfactory to the Surety that (i) its liability on such Bond has been discharged or (ii) its termination of liability as a matter of law.

C. That in any claim or suit arising out of or related to any Bond or this Agreement, an itemized statement of Surety's loss and expense, sworn to by a representative of Surety, or other evidence of disbursement by Surety, shall be prima facie evidence of the fact and extent of Indemnitor's liability under this Agreement.

D. To deposit collateral security with the Surety upon demand in an amount that Surety shall reasonably determine is necessary to protect it from Loss whether or not Surety has made any payment.

E. That in the Event of Default: (a) the Surety shall have the right, but not the obligation, to take possession of the work under any Contract, to complete such Contract, or cause or consent to the completion thereof, with any cost thereof being Loss; (b) the Indemnitors hereby assign, transfer, and set over to the Surety all of their rights under the Contracts, including: (i) their right, title and interest in and to all subcontracts let in connection therewith; (ii) all machinery, plant, equipment, tools and materials upon the site of the work or elsewhere for the purposes of the Contracts, including all material ordered for the Contracts; (iii) all patents, licenses, permits and computer software used for the performance of any Contract and/or financial record keeping of the same; (iv) all actions, causes of action, claims and demands whatsoever relating to the Contracts; and (v) any and all sums due under the Contracts at the time of the Event of Default or which may thereafter become due; (c) the Indemnitors hereby authorized the Surety to endorse in the name of the payee, and to receive and collect any check, draft, warrant or other instrument made or issued in payment of any such sum, and to disburse the proceeds thereof; and (d) the Indemnitors hereby irrevocably nominate, designate and appoint the Surety and its designees as their attorney-in-fact with all the powers necessary to exercise any right granted in this Agreement, including but not limited to the power to make, endorse, execute, sign, and deliver any and all additional or other instruments, checks, drafts, deposits, ACH and wire transfer directives and orders, change of address notices, liens and releases thereof, applications, certificates, draw requests, orders, releases, and papers deemed necessary or desirable by the Surety in order to give full effect to the obligations assumed and the agreements made by Indemnitors hereunder, the assignments and conveyances made herein, and the full protection intended to be herein given to the Surety under all the provisions of this Agreement. The Indemnitors ratify and confirm all acts undertaken by the Surety and/or its designees as such attorney-in-fact.

F. That all payments earned on any Contract shall be held in trust as trust funds for the completion of the Contract and the payment of Indemnitors' obligations for labor, material, equipment, supplies or services furnished in the performance of the Contract. Upon an Event of Default and the Surety's request, Indemnitors shall open an account with a bank acceptable to the Surety for the deposit of such trust funds.

G. That upon an Event of Default, the Indemnitors grant the Surety a security interest in all property, rights, and assets of the Indemnitors, including, but not limited to, all inventory, equipment, instruments, investments, contracts rights and proceeds, insurance, accounts, and deposits ("Collateral"). This Agreement shall constitute a Security Agreement and a Financing Statement for the benefit of the Surety in accordance with the Uniform Commercial Code and any similar statute and may be so used by the Surety without in any way abrogating, restricting or limiting the rights of the Surety. Indemnitors authorize the Surety upon an Event of Default to file this Agreement or a photocopy thereof and any schedules or statements necessary to describe the Collateral covered by such filing.

III. GENERAL PROVISIONS. The Indemnitors further agrees as follows:

A. **Books and Records; Credit Reports.** Upon demand and reasonable notice, the Surety shall be provided access to the books and record of the Indemnitors which includes but is not limited to papers, books, records, contracts, reports financial information and electronically stored information for the purpose of review and copying. The Surety is authorized to obtain a credit report on any Indemnitor at any time while the Surety may be liable under any Bond.

B. **Joint and Several Liability.** Indemnitors' obligations under this Agreement are joint and several. Surety's release of any one Indemnitor shall not release any other Indemnitor. No action or inaction of Surety with respect to anyone other than Indemnitor shall relieve the Indemnitor of any obligation owned under this Agreement. Indemnitor shall not be released from liability under this Agreement because of the status, condition, or situation of any party to this Agreement or any Principal.

C. **Defects in Execution.** If the execution of this Agreement by any Indemnitor is defective or invalid for any reason, such defect or invalidity shall not affect the validity hereof as to any other Indemnitor. Should any provision of this Agreement be held invalid, the remaining provisions shall retain their full force and effect.

D. **Prior Bonds.** Indemnitors waive any defense related to the date of this Agreement's execution and acknowledge that any and all Bonds executed pursuant to any Indemnitor's request before the date of this Agreement were executed by the Surety in reliance on this Agreement. Indemnitors understand and agree that this Agreement is a continuing agreement to indemnify over an indefinite period.

E. **Claim Notices.** Immediately upon becoming aware of any claim, demand, or proceeding concerning a Bond, the Indemnitors shall send notice of same to the Surety at:

CNA Surety Corporation, Claim Department
333 South Wabash Avenue, 41st Floor
Chicago, Illinois 60604

F. **Claim Settlement.** Surety shall have the right in its sole discretion to decide whether any claims arising out of or related to any Bond shall be paid, compromised, defended, prosecuted, or appealed regardless of whether or not suit is actually filed or commenced against Surety upon such claim. Absent Surety's intentional wrongdoing, Indemnitor agrees to be conclusively bound by Surety's resolution of any and all claims and to accept Surety's determination of liability in regard to any and all claims.

SITE IMPROVEMENT

Performance Bond

Bond # _____

KNOW ALL PERSONS BY THESE PRESENTS: That we _____

Principal, and _____,
a corporation authorized to do surety business in the State of _____,
as Surety, are held and firmly bound unto _____

as Obligee, in the sum of _____
Dollars (\$ _____) lawful money of the United States of America, for which
payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors,
and assigns firmly by these presents.

WHEREAS, the Principal has entered into an agreement with the Obligee, guaranteeing only that the
Principal will complete site improvements as per estimate prepared by: _____

_____ attached to and made a part hereof at certain land known as _____

_____ all of which improvements shall be completed on or before the date
set forth in the agreement or any extension thereof, and the Principal provides this bond as security for
such agreement.

NOW, THEREFORE, the condition of this obligation is such, that if the Principal shall carry out all the
terms of said agreement relating to the site improvements only and perform all such work as set forth in
the attached agreement, then this obligation shall be null and void; otherwise, to remain in full force and
effect.

No party other than the Obligee shall have any rights hereunder as against the Surety.
The aggregate liability of the Surety on this bond obligation shall not exceed the sum stated above for
any reason whatsoever.

SIGNED, SEALED AND DATED THIS _____ DAY OF _____, _____.

PRINCIPAL:

By: _____

SURETY:

By: _____,
_____, Attorney-in-Fact

Mashpee Planning Board Public Hearing and Meeting Procedures

Adopted January 21, 2004

General Procedural Guidelines

Notice of any meeting shall be filed with the Town Clerk and must be publicly posted in the office of the Town Clerk or on the principal official bulletin board of the Town at least 48 hours prior to the meeting in conformance with the Commonwealth of Massachusetts' Open Meeting Law. The Board's agenda should also be posted.

If it becomes necessary to adjourn or extend a meeting to another time, these same notice requirements apply to the adjourned or extended meeting.

No meeting or hearing may be opened without a quorum of the Board present (or 4 members for a Special Permit hearing) except for the purpose of continuing the meeting or hearing to a future date due to lack of a quorum.

All meetings, public hearings and executive sessions shall be held in conformance with the Commonwealth of Massachusetts' Open Meeting Law.

It should be remembered that "telephone meetings" (discussion by telephone among members of a governmental body on an issue of public business within the jurisdiction of the body) are a violation of the Open Meeting Law. This is true even if individual telephone conversations occur in serial fashion.

Except when a meeting is held in executive session, any person in attendance may record the meeting with a tape recorder or any other method of sonic reproduction, so long as no active interference with the conduct of the meeting arises as a result of the recording. Except when a meeting is held in executive session, any person attending the meeting may videotape the meeting from one or more fixed locations determined by the Chair, so long as there is no active interference with the meeting.

To be placed on an agenda, any requests and associated materials shall be submitted to the Board, via the Mashpee Planning Department, at least one week prior to a Board meeting. Exceptions may be made for filing of "Approval Not Required" plans or for any other items authorized prior to the meeting by the Chair, or at the meeting by a quorum (3 members) of the Board. Public hearings will only be scheduled by vote of the Board at a posted meeting.

Board meetings will not continue past 11 p.m. unless voted by a quorum (3 members) of the Board.

All persons testifying before the Board should address the Board members only. Discussions between persons testifying before the Board and non-Board members should only occur as authorized by and through the Chair. All other persons shall be silent at the request of the Chair. If a person persists in disorderly behavior during a meeting after warning from the Chair, the Chair may order him or her to withdraw from the meeting. If the disorderly person does not withdraw, the Chair may order a constable or another person to remove the offender and confine him or her in some convenient place until the meeting is adjourned.

No signs may be displayed in the meeting room during the Board's meetings.

Public Hearing Guidelines

Notice of any public hearing must be mailed to all parties in interest as specified in the applicable statute, by-law or Board regulation or to those parties specified by the Board for hearings regarding items not covered by said statutes, by-laws or regulations, be submitted to the Town Clerk for posting on the Town's principal bulletin board and be published in a newspaper in general circulation in the Town of Mashpee as required by the applicable statute.

The Chair should strive for balance in all public hearings, providing the applicant and other proponents, and opponents an equal opportunity to speak. For example, unless otherwise determined by the Board, the Chair may allocate public hearing time as follows: 1/2 hour for the applicant and other proponents, 1/4 hour (or more) to entertain questions from members of the Board; 1/4 hour for staff report; 1/2 hour for those in opposition; and 1/2 hour for final comments. These time allocations will vary depending on the size and complexity of the project.

Continued hearings may be held at the discretion of the Board and should be held when additional information and/or negotiations are necessary. The Chair should allow only new information to be presented at subsequent hearings and provide all interested persons with an opportunity to rebut information presented. Hearings should be continued as needed until all information is presented and issues requiring negotiation are resolved. In certain cases, although not required by law, it may be appropriate to provide additional notice to abutters, as in a case where a hearing is opened only for procedural reasons and substantive testimony is expected to begin at a later date, or when there will be an extensive period of time until the continued public hearing.

During the public hearing it is appropriate to explore areas in which conditions might be needed. During the public hearing Board members should:

- a) Be careful to avoid the appearance of partiality.
- b) Be careful to avoid negotiation of final conditions too early in the process.

Negotiation of specific conditions is likely premature at the beginning of the public hearing process. Conditions should be negotiated after substantial testimony is received and it is clear exactly what the impacts from the proposed development are likely to be. Mitigation must be based upon the actual impacts of a proposed development. If mitigation takes the form of a financial contribution, the financial contribution shall be the estimated full or proportional share of the cost of mitigating such impacts.

Board members should refrain from making statements about their ultimate decision until after the hearing and record are closed.

Ex Parte Communications

Board members should not have direct contact with applicants or their representatives outside of the public meeting or hearing process. If contacted by an applicant or representative, one should explain that such communications may only occur during a public meeting or hearing. Mailings received by Board members directly from applicants or representatives should not be opened or read, but should be forwarded to staff for distribution to the Board at the next public meeting or hearing dealing with the application.

Processing Multiple Requests

When an applicant is seeking more than one determination from the Board (i.e. a Cluster Subdivision Special Permit and a Definitive Subdivision Plan Approval), the Board may hold a "mini hearing" on each request. Before addressing each request, the Chair should state the criteria for making a determination on such a request.

Public Hearing Procedure

1. Open hearing, noting time each individual hearing is begun, and noting what date each hearing was originally opened if applicable.
2. At the opening of the initial session of the public hearing, read the applicable hearing notice out loud. Remind members of the audience to identify themselves before speaking to the Board.
3. Ask the staff to report regarding any procedural or application deficiencies.
4. Reference for the record the receipt of written materials submitted for the record.
5. Invite the Applicant or his or her representative to address the Board and present their case.
6. Invite Board members to question the applicant.
7. Ask the staff for its report on the project.
8. Invite Board members to question the staff.
9. Invite any public officials in the audience to make comments.
10. Invite other interested persons in the audience, beginning with proponents and then opponents, to make comments. Provide an opportunity for rebuttal.
11. The Chair may read or summarize letters and other written materials submitted for the record.
12. Ask the applicant and the staff for final comments.
13. Entertain and act on a motion (incl. continuing the hearing to a later date).

Receiving Testimony

1. Identify speaker - People speaking to the Board should always identify themselves before speaking.
2. Credentials - Anyone intending to testify about a matter of a technical nature may be required by the Board to provide, verbally or in writing, the credentials qualifying them to make such technical statements. (For example, a lawyer is not necessarily qualified to make a technical determination about a traffic impact issue. If the attorney is speaking about a technical issue based upon a report prepared by someone else, then you may inquire as to the qualifications of the preparer.) This is particularly important during the applicant's testimony. Abutters should not be required to state their qualifications for impressions or opinions expressed about a project.

3. Time for presentation - Provide the applicant with enough time to state his or her case. The Board may encourage an applicant to "pick up the pace" of a presentation.
4. Requiring some testimony in written form - So many people may show up to speak about a project that they cannot all be heard within a reasonable amount of time. In this case, the Chair may limit each speaker to a specified amount of time (i.e. 5 or 2 minutes) and require that further testimony from those speakers be submitted in writing. Allow each interested person to speak, even if only briefly. When speakers cannot make all of their comments within the allotted time, provide the address and time frame (final date and time) for submission of further written testimony. Written testimony should be sent to: Mashpee Planning Board, 16 Great Neck Road North, Mashpee, MA 02649.

Recessing, Continuing or Closing the Hearing or Record

1. Recessing the public hearing - At any point in the public hearing, the Chair may recess the public hearing, conduct other Board business, and then re-open the public hearing.
2. Continuations - A continued hearing must always be continued to a date, time and place certain. This may include continuation to a later time during the same meeting when, for example, another posted hearing is due to be opened or a presenter whose testimony, in the opinion of the Chair, is important to the hearing, cannot be in attendance until later in the hearing. Check with staff for future meeting dates and available times. Staff will provide an update on any discussions between the staff and the applicant or others which have taken place since the last public hearing or any relevant materials received.
3. Closing the hearing and/or record - The Board shall provide an opportunity for applicants, public officials and other interested persons to address the Board during the public hearing process. Once the Board is satisfied that all relevant testimony has been received, it may close the hearing and the record, or may close only the hearing and hold the record open for any specific information that it has requested the applicant, the staff or another party to provide for the record. It should be noted that the statutory timeframe for the filing of the Board's decision with the Town Clerk will begin upon closure of the hearing, and not of the record, so it may be appropriate to keep the hearing open, rather than the record only, in order to ensure that all necessary information is received prior to the Board's decision and that sufficient time remains to file the decision in a timely manner.
4. After the close of the Board's hearing and written record, no new evidence should be considered, with the exception of specific information or materials required by the Board prior to its decision on the application, or prior to signature of the plan or special permit or as a condition of the Board's decision on the project. Information which is the basis for discussions with the applicant must be in the public record.

Motions

The Chair may entertain motions made by other Board members sitting on the application. After a second, the Chair should open the floor for discussion by the Board members and, if requested, staff. After discussion, the Chair should call for a vote, with the vote of each member to be identified for the record.

Sample Motion to Continue the Hearing:

"I move to continue this hearing until (date) at (time) at (place) for the purpose of accepting further testimony on this application."

Sample Motion to Close a Hearing:

"I move to close this hearing."

Sample Motion to Close a Hearing but leave the record open:

"I move to close this hearing but to leave the record open until (date) at (time) for the purpose of accepting additional written information on (a particular issue)."

Preparing and Adopting Decisions and Certificates of Action

After the hearing and record are closed or, for applications not involving a public hearing, when the Board begins discussion of its decision, only Board members who are eligible to vote on the application should discuss the Board's decision and any newly received information that was required by the Board to be submitted prior to its decision. (Non-voting members may comment through the close of the public hearing, or prior to the Board's discussion of its decision on an application not involving a public hearing.) If there is disputed factual testimony or conflicting expert opinions, Board members should state which testimony they found to be more credible (case law requires credibility determinations to be made by the decision makers who actually hear the testimony). The Board may solicit technical assistance from the staff in preparing its decision or Certificate of Action.

Whenever possible the Board should vote on a decision or draft decision on the same date that the hearing and record are closed, including any proposed conditions. For Special Permits, the Board should then direct staff to prepare a written decision document for final approval at a subsequent meeting. (The Board may also direct staff earlier in the process to prepare initial drafts of a proposed decision.) For subdivision approvals and other matters, the Board may vote on a final decision and conditions and direct staff to prepare a written decision or Certificate of Action for filing with the Town Clerk. The Board may require that said decision or Certificate be reviewed and signed by the Chair or another Board member before filing, or authorize the Town Planner to file the decision or Certificate on their behalf.

The Board's decision, or its Certificate of Action regarding decisions under the Subdivision Control Law, must be filed with the Town Clerk prior to any deadline established by statute or by-law. As an alternative, the applicant may request, in writing, an extension of the time required for filing of the Board's decision on a Definitive Subdivision Plan, or the applicant and Board may enter into a written agreement extending the time for filing the Board's decision on a Special Permit application. In either case, the extension must be for a specified number of days or to a specified date and must be approved by the Board with the same plurality required for the decision regarding which the filing period is being extended. Notice of any such extension must be filed forthwith with the Town Clerk. No such extension of time is permissible for a Preliminary Subdivision Plan or an "Approval Not Required" (ANR) plan.

Upon filing of the Board's decision or Certificate of Action, notice must then be sent to all parties in interest as specified in the applicable statute, by-law or Board regulation.

