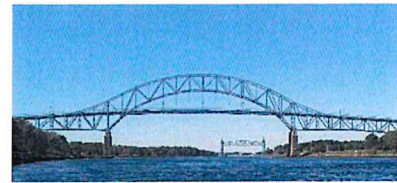


# Board of Selectmen Meeting Notice AGENDA



Date

May 24, 2022

Time

7:00 PM

Location

Bourne Veterans' Community Building – Rm 2  
239 Main St., Buzzards Bay  
Or virtually (see information below)

Note this Zoom videoconference meeting is being televised, streamed or recorded by Bourne TV.

If anyone from the public wishes to access the meeting, they can do so by calling the following conference line:  
**1-929-205-6099 Meeting ID: 889 5354 8746 Password: 983426**

If you already have the Zoom App downloaded to your device or computer, you may simply join the meeting by entering the Meeting ID and Password noted above, or go to <https://zoom.us/meetings> and look for the Join Meeting button. Please MUTE your phone/microphone upon entry.

Participants wishing to speak should click the “Participants” icon on the lower toolbar and then click “Raise Hand” in the dialog box to notify the Chair. The Chair will recognize participants. For Participants who are calling into the meeting and wishing to speak should press \*9 to notify the Chair. The Chair will recognize participants.

All items within the meeting agenda are subject to deliberation and vote(s) by the Board of Selectmen.

## 6:45 PM Call Public Session to Order in Open Session

### 1. Board of Selectmen Executive Session

Motion to enter into Executive Session to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares.

- Collective Bargaining – All Groups

Roll call Vote to convene in Executive Session for the purpose stated. The Board of Selectmen “WILL” reconvene in open session at the end of the executive session. The Chair will report out a summary of any votes taken during the Executive Session.

Conduct Executive Session

Roll call vote to adjourn the Executive Session and re-enter Public Session

2. Moment of Silence to recognize our Troops and our public safety personnel
3. Salute to the Flag
4. Vision: Bourne is a proud community that embraces change while respecting the rich heritage of the town and its villages. It is a municipality based on strong fiscal government with a durable economy that recognizes the rights of all citizens, respects the environment, especially the coastal areas of the

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MAY 20 PM 12:20  
TOWN CLERK BOURNE

community and the amenities that it affords. Bourne embraces excellent education, and offers to citizens a healthy, active lifestyle.

5. Mission: Bourne will maximize opportunities for social and economic development while retaining an attractive, sustainable and secure coastline and environment for the enjoyment of residents and visitors. Through responsible and professional leadership and in partnership with others, Bourne will strive to improve the quality of life for all residents living and working in the larger community.
6. Public Comment on Non-Agenda Items - Public comments are allowed for up to a total of 12 minutes at the beginning of each meeting. Each speaker is limited to 3 minutes for comment. Based on past practice, members of the Board are not allowed to comment or respond.
7. Reorganization of Officers after Annual Town Election
8. Appointments and Licenses
  - a. 7:05 p.m. Tuk Tuk Thai Food to amend Year Round Liquor License for the sale of Wine and Malt Beverages for change in location.
  - b. 7:05 p.m. Rod and Rail to amend Year Round Liquor License for the sale of All Kinds of Alcoholic Beverages for alteration to premise.
  - c. Discussion and possible vote to approve the Girl Scout car wash at Sagamore Fire Station – 6.18.22
  - d. Discussion and possible vote to approve the Monument Beach Polar Club Annual Food Drive – 6.26.22
  - e. Discussion and possible vote to approve the Monument Beach Civic Assoc. Ice Cream Social – 7.11.22
  - f. Discussion and possible vote to approve National Marine Life Center's request to use Town right-of-way during Food Truck Festival fundraiser – 6.11.22
9. Selectmen's Business
  - a. Discussion and possible vote to approve a donation to the Library for \$50
  - b. Discussion and possible vote to approve a donation to the Fire Department for \$100
  - c. Event Invitation to Race Amity Day and Proclamation
  - d. Calamar update – Jerry Hill
  - e. Update - Rail Trail working group
  - f. Procedures for Designer Selection for Building Projects
  - g. Ratification vote for IAFF Memorandum of Agreement
10. Town Administrator
  - a. Belmont Circle construction update
  - b. Open Meeting Law – emergency provisions ending 7/15/22
  - c. Memorial Day event at Town Hall – May 30 at 9 am
  - d. Update on Queen Sewell park & pond lighting request
11. Minutes: 4/5/22
12. Correspondence
13. Committee Reports
14. Adjourn



**Board of Selectmen  
Minutes of Tuesday, May 24, 2022  
Bourne Veterans' Community Center  
Buzzards Bay, MA**

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**TA Marlene McCollem**

**Board of Selectmen**

Peter Meier, Chair  
Jared MacDonald, Vice Chair  
Melissa Ferretti, Clerk  
Judith Froman  
Mary Jane Mastrangelo

**Others:** Peter Blake, Jennifer Reid, Matthew Hennessey, Keith Galizio, Neil Langille (Virtual), Jerry Hill (Virtual), Connie Merigo (Virtual), David McPherson (Virtual), John Carroll (Virtual), Timothy Lydon (Virtual), Treather (Virtual), Farrah (Virtual), Rita Luciani, and Ken Murphy (Virtual).

This is a hybrid meeting. Note this meeting is being televised, streamed, or recorded by Bourne TV.

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All items within the meeting agenda are subject to deliberation and vote(s) by the Board of Selectmen.

Chair Meier recognized Melissa Ferretti as the newest member of the Board of Selectmen. Ms. Ferretti said she is honored to be in the room and to serve and she thanked the Town of Bourne for having faith in her. Chair Meier thanked the town for voting for him as well.

**6:45 PM Call Public Session to Order in Open Session**

**1. Board of Selectmen Executive Session**

Chair Meier said there will not be an Executive Session – it was a posting error.

**2. Moment of Silence to recognize our Troops and our public safety personnel and the people in Texas.**

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2022 AUG 24 PM 3:23  
TOWN CLERK BOURNE

**3. Salute to the Flag.**

- 4. Vision:** Bourne is a proud community that embraces change while respecting the rich heritage of the town and its villages. It is a municipality based on strong fiscal government with a durable economy that recognizes the rights of all citizens, respects the environment, especially the coastal areas of the community and the amenities that it affords. Bourne embraces excellent education, and offers to citizens a healthy, active lifestyle.
- 5. Mission:** Bourne will maximize opportunities for social and economic development while retaining an attractive, sustainable, and secure coastline and environment for the enjoyment of residents and visitors. Through responsible and professional leadership and in partnership with others, Bourne will strive to improve the quality of life for all residents living and working in the larger community.
- 6. Public Comment on Non-Agenda Items** – Public Comments are allowed for up to a total of 12 minutes at the beginning of each meeting. Each speaker is limited to 3 minutes for comment. Based on past practice, members of the Board are not allowed to comment or respond.

**7. Reorganization of Officers after Annual Town Election**

Chair Meier said that the positions are Chair, Vice Chair, and Clerk. He said that letters of interest are submitted to the Town Administrator. He said that he and Judith Froman submitted letters of interest for Chair. Mary Jane Mastrangelo and Jared MacDonald submitted letters for Vice Chair, and no one submitted interest for Clerk.

**Voted:** Mary Jane Mastrangelo moved, and Melissa Ferretti seconded to nominate Peter Meier and Judith Froman for the position of Chair of the Board of Selectmen.

**Vote:** 5-0-0.

**Voted:** Jared MacDonald moved, and Mary Jane Mastrangelo seconded to close the nominations.

**Vote:** 5-0-0.

Chair Meier spoke first of his desire to hold the Chair position. He said that the past year had some challenges and the reason why he is asking to do it again is to finish what he started. He said that with the change of leadership that things were dropped, and they have not been able to concentrate on normal Board of Selectmen duties. He said that he has great working relationships with the elected boards.

Judith Froman said that she feels that leading the Board is the way that she can best serve the Town, based on a proven track record as Chair for two consecutive years. Her objectives include revisiting the Strategic Plan and identifying the goals, tying goals to the budget, and the agenda planning process. Another objective of Ms. Froman is gaining training for the Board to understand what it means to review a Town Administrator so that it is productive for her and for the Town.

**Vote:** Mary Jane Mastrangelo – Peter Meier

Melissa Ferretti – Peter Meier  
 Peter Meier – Peter Meier  
 Judith Froman – Judith Froman  
 Jared MacDonald – Judith Froman

**Voted:** Melissa Ferretti moved, and Judith Froman seconded to nominate Mary Jane Mastrangelo and Jared MacDonald for the position of Vice Chair of the Board of Selectmen.

**Vote:** 5-0-0.

**Voted:** Melissa Ferretti moved, and Mary Jane Mastrangelo seconded to close the nominations.

**Vote:** 5-0-0.

Mary Jane Mastrangelo said that she would like to serve as Vice Chair to get more of an idea of the Chairmanship with working with Peter on the agenda. She worked this past year with Chair Meier on agendas for the Board of Sewer Commissioners and collaboration of both Boards.

Jared MacDonald said that becoming the Vice Chair seems like a natural progression for him and he would like to bring a little bit of leadership and his organizational skills to bring the Board together in a more fluid manner.

Vote: Jared MacDonald – Jared MacDonald  
 Judith Froman – Jared MacDonald  
 Mary Jane Mastrangelo – Mary Jane Mastrangelo  
 Melissa Ferretti – Jared MacDonald  
 Peter Meier – Mary Jane Mastrangelo

Melissa Ferretti volunteered to be the next Clerk.

**Voted:** Jared MacDonald moved, and Judith Froman seconded to appoint Melissa Ferretti as the next Clerk of the Board of Selectmen.

**Vote:** 5-0-0.

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## **8. Appointments and Licenses**

- a. **7:05 p.m. Tuk Tuk Thai Food to amend Year-Round Liquor License for the sale of Wine and Malt Beverages for change in location.**
- b. **7:05 p.m. Rod and Rail to amend Year-Round Liquor License for the sale of All Kinds of Alcoholic Beverages for alteration to premise.**
- c. **Discussion and possible vote to approve the Girl Scout car wash at Sagamore Fire Station – 6.18.22.**
- d. **Discussion and possible vote to approve the Monument Beach Polar Club Annual Food Drive – 6.26.22**
- e. **Discussion and possible vote to approve the Monument Beach Civic Assoc. Ice Crem Social – 7.1.22.**



**f. Discussion and possible vote to approve National Marine Life Center's request to use Town right-of-way during Food Truck Festival fundraiser– 6.11.22.**

**8.a. 7:05 p.m. Tuk Tuk Thai Food to amend Year-Round Liquor License for the sale of Wine and Malt Beverages for change in location.**

Peter Blake, the owner of Tuk Tuk in Monument Beach, said that they are moving to the Otis rotary circle at 808 MacArthur Blvd, and they would like to move their beer and wine license to the new location.

**Voted:** Judith Froman moved, and Jared MacDonald seconded to approve the application of PWB Enterprises, Inc. d/b/a Tuk Tuk Thai Food, Peter Blake, Manager to transfer an existing year-round liquor license for wine and malt beverages from 254 Shore Road to 808 MacArthur Boulevard, as presented.

**Vote:** 5-0-0.

**8.b. 7:05 p.m. Rod and Rail to amend Year-Round Liquor License for the sale of All Kinds of Alcoholic Beverages for alteration to the premise.**

Jennifer Reid & Matthew Hennessey said that they are looking to extend the liquor license that they already have to the other side of the building that they have renovated. They have extended by 464 square feet.

Keith Galizio, Buzzards Bay, said that the Road and Rail is a great addition to Main Street in Buzzards Bay, and he thanked the Board for all that they have done.

Mr. MacDonald asked Chair Meier if these two liquor licenses that have been discussed are to be done as public hearings. Town Administrator Marlene McCollem said that they are hearings.

**Voted:** Judith Froman moved, and Jared MacDonald seconded to open the public hearing.

**Roll Call Vote:** Judith Froman – yes, Jared MacDonald – yes, Chair Meier – yes, Melissa Ferretti – yes, and Mary Jane Mastrangelo – yes. 5-0-0.

**Voted:** Jared MacDonald moved, and Judith Froman seconded to close the public hearing.

**Roll Call Vote:** Judith Froman – yes, Jared MacDonald – yes, Chair Meier – yes, Melissa Ferretti – yes, and Mary Jane Mastrangelo – yes. 5-0-0.

**Voted:** Mary Jane Mastrangelo moved, and Jared MacDonald seconded to approve the application of B Bay 149 LLC d/b/a Rod and Rail, Jennifer Reid, Manager for an alteration of premises, as presented.

**Voted:** Jared MacDonald moved, and Judith Froman seconded to close the public hearing.

**Roll Call Vote:** Mary Jane Mastrangelo – yes, Melissa Ferretti – yes, Chair Meier – yes, Jared MacDonald – yes, and Judith Froman – yes. 5-0-0.

**Voted:** Judith Froman moved, and Jared MacDonald seconded to open the public hearing for Tuk Tuk Thai Food Restaurant to amend the Year-Round Liquor License for the sale of Wine and Malt Beverages for change in location.

**Roll Call Vote:** Mary Jane Mastrangelo – yes, Melissa Ferretti – yes, Chair Meier – yes, Jared MacDonald – yes, and Judith Froman – yes. 5-0-0.

**Voted:** Jared MacDonald moved, and Judith Froman seconded to close the public hearing.

**Roll Call Vote:** Judith Froman – yes, Jared MacDonald – yes, Chair Meier – yes, Melissa Ferretti – yes, and Mary Jane Mastrangelo – yes. 5-0-0.

**Voted:** Jared MacDonald moved, and Melissa Ferretti seconded to approve the application of PWB Enterprises, Inc. d/b/a Tuk Tuk Thai Food, Peter Blake, Manager to transfer an existing year-round liquor license for wine and malt beverages from 254 Shore Road to 808 MacArthur Boulevard, as presented.

**Roll Call Vote:** Judith Froman – yes, Jared MacDonald – yes, Chair Meier – yes, Melissa Ferretti – yes, and Mary Jane Mastrangelo – yes. 5-0-0.

**8.c. Discussion and possible vote to approve the Girl Scout car wash at Sagamore Fire Station – 6.18.22.**

Ms. McCollem said there are no issues with this request.

**Voted:** Jared MacDonald moved, and Mary Jane Mastrangelo seconded to approve the application of Girl Scout Troup 62037, Denise Cirillo, organizer, for a car wash at the Sagamore Beach Fire Station on June 18, 2022, from 9:45 am to noon, as conditioned by the comments included on the Interdepartmental Advisory Form.

**Vote:** 5-0-0.

**8.d. Discussion and possible vote to approve the Monument Beach Polar Club Annual Food Drive – 6.26.22**

**Voted:** Jared MacDonald moved, and Judith Froman seconded to approve the application of the Monument Beach Polar Club, Diane Woodside, organizer, to hold a food drive at the Monument Beach Parking Lot on June 26, 2022, from 7-11 am, as conditioned by the comments included on the Interdepartmental Advisory Form.

**Vote:** 5-0-0.

**8.e. Discussion and possible vote to approve the Monument Beach Civic Assoc. Ice Cream Social – 7.11.22.**

**Voted:** Melissa Ferretti moved, to approve the application of the Monument Beach Civic Association, Beth Agrillo, organizer, to hold an ice cream social on July 11 at the Monument

Beach Fire Station, 4-8 pm, as conditioned by the comments included on the Interdepartmental Advisory Form.

**Vote:** 5-0-0.

**8.f. Discussion and possible vote to approve National Marine Life Center's request to use Town right-of-way during Food Truck Festival fundraiser– 6.11.22.**

Ms. McCollem said that the Interdepartmental form was not in the packet, and she has since received it. Connie Merigo said that they are having their first food truck festival on June 11<sup>th</sup> and they are planning on having a petting zoo and some games.

**Voted:** Jared MacDonald moved, and Mary Jane Mastrangelo seconded to approve the application of The National Marine Life Center, Connie Merigo, Executive Director, to use Town-owned property on June 11 from 8:00 am to 6:00 pm, as conditioned by the comments included on the Interdepartmental Advisory Form.

**Vote:** 5-0-0.

**9. Selectmen's Business**

- a. Discussion and possible vote to approve a donation to the library for \$50.**
- b. Discussion and possible vote to approve a donation to the Fire Department for \$100.**
- c. Event Invitation to Race Amity Day and Proclamation.**
- d. Calamar Update – Jerry Hill.**
- e. Update – Rail Trail working group**
- f. Procedures for Designer Selection for Building Projects.**
- g. Ratification vote for IAFF Memorandum of Agreement.**

**9.a. Discussion and possible vote to approve a donation to the library for \$50.**

**Voted:** Mary Jane Mastrangelo moved, and Jared MacDonald seconded to accept a gift donation in the amount of \$50 to be used for the Jonathan Bourne Public Library.

**Vote:** 5-0-0.

**9.b. Discussion and possible vote to approve a donation to the Fire Department for \$100**

**Voted:** Mary Jane Mastrangelo moved, and Jared MacDonald seconded to accept a gift donation in the amount of \$100 for the Bourne Fire Department.

**Vote:** 5-0-0.

**9.c. Event Invitation to Race Amity Day and Proclamation.**

Chair Meier said that the staff created a proclamation that he read aloud. The proclamation states that the second Sunday in June is declared as Race Amity Day, and it urges all citizens in the Town of Bourne to take cognizance of this event and to participate in its observance.



**Voted:** Mary Jane Mastrangelo moved, and Jared MacDonald seconded to approve the Race Amity Day proclamation for the second Sunday in June.

**Vote:** 5-0-0.

**9.d Calamar Update – Jerry Hill.**

Jerry Hill gave an update on the outside of the building. He said the siding is up and they will be paving the parking lot in about 2 weeks. They have a series of inspections coming up. The target date to have the inspections done is June 12<sup>th</sup>. He said they plan to turn it over to the Management Company in September. Mr. Hill said that no supply chain issues are anticipated at this time.

Chair Meier asked Mr. Hill if the tenants will all be moved in by Thanksgiving and he said yes.

Ms. Froman said that the Board has asked for a list of items that have been addressed and she asked Ken Murphy if there was anything outstanding or lacking from his perspective. Mr. Murphy said that he does not see how they will have tenants in there by November, although it would be great to see that happen.

**9.e. Update – Rail Trail working group**

Dave MacPherson said that the design of the project continues, particularly Phase 1. In July, the engineering firm, VHB, which has been working on the design, expects to submit a 75% design for Phase 1 and a 25 % design for Phase 4. He said that these are both significant milestones. He talked a little about grant applications.

Tim Lydon said that Phase 1 is ahead of schedule. He said they are hoping to get \$500,000 from the state.

Ms. McCollem said that MassDOT is currently accepting comments for their FY23-27 Capital Improvement Plan, and she encourages the Board to instruct her to send a letter of support based on the update tonight for Phase 4 of the Rail Trail.

**Voted:** Judith Froman moved, and Mary Jane Mastrangelo to direct the Town Administrator to send a letter of support for the Bourne Rail Trail for inclusion on MA-DOT's FY 23-27 Capital Improvement Plan.

**Vote:** 5-0-0.

Ms. McCollem said that the Cape and Islands MassDOT meeting for the CIP is June 2<sup>nd</sup> at 6:00 PM and is a virtual meeting. She said that they will put the MassDOT flyer on the website.

**9.f. Procedures for Designer Selection for Building Projects.**

Ms. McCollem said that as she and Town Counsel were looking through the documents for the South Side Fire Station building project, one item that came up was that they want to confirm is that the Board should adopt a written procedure under the designer selection law.

There was some discussion about moderators appointing a building committee for the schools. Ms. McCollem said she will follow up regarding that bylaw. There was more discussion about the process.

**Voted:** Judith Froman moved, and Mary Jane Mastrangelo seconded to adopt the Designer Selection Procedures, pursuant to MGL Ch. 7C, Sec. 44-58, regarding building projects by the Town of Bourne, as presented by the Town Administrator.

**Vote:** 5-0-0.

**9.g. Ratification vote for IAFF Memorandum of Agreement.**

Deferred until next meeting.

**10. Town Administrator**

- a. Belmont Circle construction update.**
- b. Open Meeting Law – emergency provisions ending 7/15/22.**
- c. Memorial Day event at Town Hall – May 30 at 9 AM.**
- d. Update on Queen Sewell Park & Pond lighting request.**

Ms. McCollem said she received an email from the Town of Wareham about Tobey Hospital, and as of midnight this evening the E.R. is moving. It will now be located at 124 Main St.

**10.a. Belmont Circle construction update.**

Ms. McCollem said the last day of work before the summer exclusion will be Thursday, June 23<sup>rd</sup>, to complete the top course of paving, and the line painting. After Labor Day they will return for punch list and landscaping.

**10.b. Open Meeting Law – emergency provisions ending 7/15/22.**

Ms. McCollem said some of the emergency provisions under the COVID rules are changing for Open Meeting Law. The changes will go into effect on July 15<sup>th</sup>. The Act extending certain COVID measures is expiring July 15<sup>th</sup> and will be reverting to pre-COVID rules. She said remote participation is still allowed. A quorum of the Board must be present. The Chair must be physically present and remote participation is not generally to be used as a matter of convenience. By the Board of Selectmen adopting this policy, it gives other Boards and Committees in Town the ability to use this policy.

**10.c. Memorial Day event at Town Hall – May 30 at 9 AM.**

Ms. McCollem said that there will be a Memorial Day Commemoration at Town Hall at 9 AM on Monday, May 30<sup>th</sup>, and she wanted to thank DPW for all of their work to get the grounds ready for this.

**10.d. Update on Queen Sewell Park & Pond lighting request.**

Ms. McCollem said that she attended a site visit with DPW, and Recreation and they will be bringing forward a capital project to the Fall Town meeting for a proposal to install 3 lights, for security reasons. She said the estimated cost is \$35,000.00.

She also said that DPW intends on bringing forward a capital request for a comprehensive drainage project for Circuit Ave. to address some of the chronic problems with drainage in the area. She also said that regarding the request for turtle crossing signs on Old Head of the Bay Road, they are getting estimates for those signs. The Conservation Office has flagged the area for possible wildlife corridor for the next time there is road work in that area.

**11. Minutes of 4/5/22**

**Voted:** Mary Jane Mastrangelo moved, and Jared MacDonald seconded to approve the minutes of April 5, 2022.

**Vote:** 4-0-1. Melissa Ferretti abstained.

**12. Correspondence**

Melissa Ferretti read aloud the correspondence:

- Letter from E. Ellis regarding propane gas facility.
- Letter from Xfinity regarding rate change.
- Talent Bank Form from H. Kalik.
- 5 Letters from DEP

These are all on the Town's website.

**13. Committee Reports**

Ms. Mastrangelo asked that the Board appoints a new member to the Board of Selectmen's Policy Sub-Committee as soon as possible.

Chair Meier said that the South Side Fire Station Building Committee met yesterday and talked about the designer selection process, and they should be bringing a recommendation of an OPM to the Select Board shortly.

**14. Adjourn**

**Voted:** Jared MacDonald moved, and Mary Jane Mastrangelo seconded to adjourn.

**Vote:** 5-0-0.

This meeting of the Bourne Board of Selectmen was adjourned at 8:51 PM.

Respectfully Submitted,

Kim Johnson, Recording Secretary



May 20, 2022

Dear Colleagues – Peter, Jared, Mary Jane, and Melissa:

Each new board brings forward a new combination of skills, interests, strengths, and possibilities. Leading the board is how I can serve the Town of Bourne best based on a proven track record as chair for two consecutive years, five years as a board officer, as well as a lengthy career in executive management and volunteerism. I would be honored to serve as the Chair of the Select Board.

Our Charter gives direction to what our board responsibilities are and, in turn, it is our responsibility to create clear practices as a framework to allow valuable time to be spent on connecting with a broad range of people as well as supporting the implementation of our strategic plan and goals.

My objectives as chair include:

- revisiting the strategic plan and identifying goals, *which did not happen last year*
- tying goals to the budget and agenda planning processes
- gaining training for the board to review the town administrator
- prioritizing our policy needs, creating an action plan for creation and review of policies, and establishing consistent style guides
- supporting the town administrator in her success
- developing ways for the elected boards to work in sync with each other proactively
- creating protocol for public information dissemination
- assuring that all parties related to agendas are informed in advance and with appropriate information
- working with the town administrator to return to two meetings a month, in order for the town administrator and staff to be fully and reasonably prepared for meetings. An additional benefit assures time for meeting as sewer commissioners, participating on other committees, and attending important events and meetings related to our work. It requires purposeful prioritization.
- establishing a system for reviewing committee charges and their relevance and accountability

During my tenure as chair, we were a stable and steady board as we transitioned from a long-time town administrator to an acting town administrator to a new appointment within months. Throughout this process we treated each leader with respect and dignity while also having differences of opinions. Under my leadership we created a shared agenda tracker system and weekly planning sessions. We worked diligently to create a strategic plan with goals and objectives so that the town administrator could lead his team in a collaborative and focused manner for the benefit of the town. We added the reading of the vision and mission at each meeting. We had successful workshops to deliberate more fully on important topics. We opened the workshops to Bourne TV broadcasting.

Throughout the pandemic we managed a non-anxious presence as we navigated remote meetings in order to keep the business of the town in motion. The Charter provides specific direction for our role as a part-time oversight executive board.

Bottom line is that I am a pro-active professional who finds success in encouraging open and public deliberation, community engagement, staff empowerment, as well as preparedness and effective time management. I have little tolerance for drama and distractions.

Thank you for your consideration.

Respectfully,

Judith MacLeod Froman

## Thut, Kathleen

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**From:** Meier, Peter  
**Sent:** Tuesday, May 17, 2022 20:26  
**To:** All Selectmen; McCollem, Marlene; Thut, Kathleen; Rebello, Mary; Simone, Maria  
**Subject:** Leadership

I wish to be considered for the position of chairman for the next election cycle

**This Email is to a Quorum of the Board. Please Do Not Reply All.**

Peter J Meier  
Chairman - Bourne Board of Selectmen  
Member - Bourne Board of Sewer Commissioners  
24 Perry Avenue  
Buzzards Bay, MA 02532  
PMeier@townofbourne.com  
508-759-0600 - Office  
508-759-7809- Home  
508-274-7184- Cellular

**From:** Mastrangelo, Mary Jane  
**Sent:** Wednesday, May 18, 2022 6:21 PM  
**To:** Meier, Peter <[PMeier@townofbourne.com](mailto:PMeier@townofbourne.com)>  
**Cc:** McCollem, Marlene <[mmccollem@townofbourne.com](mailto:mmccollem@townofbourne.com)>  
**Subject:** RE: Reorganization

I am interested in the position of Vice-Chair on the Board of Selectmen.

Having served on the Board for one year, I would like to be Chair in the last year of my term and feel that serving as Vice-Chair will help me to better understand the role of the Chair.

MJ Mastrangelo  
Member Bourne Board of Selectmen  
Chair Bourne Sewer Commissioners  
508-563-9415  
Cell 508-265-4636

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**From:** Meier, Peter



FY2023  
Representatives from Board of Selectmen  
to Various Committees/Boards

| TERM                                | COMMITTEE  | REP OF COMM                        | EXP   | APPT BY                       | FIRST | LAST | FORMERLY  |
|-------------------------------------|--|------------------------------------|---|-------------------------------|-------|------|---|
| <b>Board of Selectmen</b>           |  |                                    |   |                               |       |      |   |
| 2 YR                                | Affordable Housing Trust   | Board of Selectmen/Town Adm        | June 30, 2023   | Board of Selectmen            |       |      | Meier - 2022  |
| 1 YR                                | Bourne Landfill Business Model Working Group                         | Board of Selectmen                 | June 30, 2022   | Board of Selectmen            |       |      | MacDonald - 2022  |
|                                     | Cape Cod and Islands Water Protection Fund – MANAGEMENT BOARD        | Board of Selectmen Rep             | June 30, 2022   | Board of Selectmen            |       |      | Mastrangelo - 2022  |
| 1 YR                                | Cape Cod Regional Transit Authority                                  | Board of Selectmen                 | June 30, 2022   | Board of Selectmen Designee   |       |      | Slade - 2022 <b>Can G. Slade remain on this committee</b> |
| 1 YR                                | Community Action Committee of Cape Cod and Islands, Inc.             |                                    | June 30, 2022   | Board of Selectmen            |       |      | ??  |
| 3 YR                                | Community Engagements Committee                                      | Board of Selectmen Rep             | June 30, 2024 - 3 yr however selectmen appts annually | Board of Selectmen            |       |      | Froman - 2022   |
| 1 YR                                | Local Emergency Planning Committee - Local Elected Official          | Board of Selectmen                 | June 30, 2022   | Board of Selectmen            |       |      | Slade - 2022  |
| 1 YR                                | Joint Base Cape Cod  | Board of Selectmen                 | June 30, 2022   | Board of Selectmen            |       |      | Slade - 2022 <b>Can G. Slade remain on this committee</b> |
| 1 YR                                | OPEB Trust Fund  | Chairman of the Board of Selectmen | While Chairman of the BOS                             | Board of Selectmen            |       |      | Meier - 2022  |
| 1 YR                                | Road Acceptance Advisory Committee                                   | Board of Selectmen - Ex Officio    | June 30, 2022   | Board of Selectmen            |       |      | Slade - 2021  |
| 1 YR                                | Roadway Traffic Safety Committee                                     | Board of Selectmen - Ex Officio    | June 30, 2022   | Board of Selectmen            |       |      | Froman - 2022   |
| UPC                                 | South Side Fire Station Building Committee                           | Board of Selectmen                 | Until Project Complete or Revoked                     | Town Administrator or his rep |       |      | Meier - 2022  |
| 1 YR                                | Trustees of the Bourne Veterans' Memorial Community Center           | Board of Selectmen - Ex Officio    | While Chairman of the BOS                             | Board of Selectmen            |       |      | Meier - 2022  |
| <b>Town Administrator</b>           |  |                                    |   |                               |       |      |   |
| 1 YR                                | Town Administrators Advisory Committee on Pedestrian Bicycle Pathway | Board of Selectmen                 | June 30, 2022   | Town Administrator            |       |      | Slade - 2022  |
| <b>Board of Sewer Commissioners</b> |  |                                    |   |                               |       |      |   |
| UPC                                 | Wastewater Advisory Committee  | Sewer Commissioner                 | June 30, 2022   | Town Administrator            |       |      | Mastrangelo - 2022  |



**Town of Bourne**  
**Interdepartmental Advisory Form**



|  |   |
|--|---|
| <b>Start Date:</b>   | 5/9/2022  |
| <b>Owner/Applicant:</b>  | PWB Enterprises, Inc. d/b/a Tuk Tuk Thai Food, Peter Blake, Manager<br>[REDACTED]   |
| <b>Project Location:</b>   | 808 MacArthur Boulevard, Pocasset, MA 02559   |
| <b>Nature of Request:</b>  | Transfer of Year Round Common Victualer Liquor License for Wine and Malt Beverages from 254 Shore Road, Bourne to 808 MacArthur Boulevard, Pocasset |
| <b>Liability Insurance Naming Town of Bourne as Additional Insured</b> | Has applicant provided insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No  |

|             |      |                |       |                  |  |
|-------------|------|----------------|-------|------------------|--|
| <b>Map:</b> | 26.4 | <b>Parcel:</b> | 40.00 | <b>District:</b> |  |
|-------------|------|----------------|-------|------------------|--|

☐ **Engineering:**

|                           |        |                                |     |                  |     |                         |    |
|---------------------------|--------|--------------------------------|-----|------------------|-----|-------------------------|----|
| <b>Date of Recording:</b> |        | <b>Lot Area:</b>               |     | <b>Frontage:</b> |     | <b>Zone:</b>            | B2 |
| <b>Resource District:</b> | No     | <b>Town Road:</b>              | Yes | <b>Paved:</b>    | Yes | <b>Contiguous Lots:</b> | No |
| <b>Flood Zone:</b>        | AE 15' | <b>Within 100' of Wetland:</b> | Yes |                  |     |                         |    |

Owner:

Remarks:

5/10/2022

Timothy P Lydon

Date

Department Head

☐ **Planning Department/Planning Board:** ☒ **Concurs** ☐ **Does Not Concur**

Remarks:

5/16/2022

Jennifer Copeland

Date

Town Planner

☐ **Conservation Commission:** ☐ **Must File** ☐ **Determination** ☐ **Notice of Intent**  
☒ **Need not File**

Remarks:

5/9/2022

Stephanie M Fitch

Date

Conservation Agent

☐ **Board of Health:** ☒ **Concurs** ☐ **Does Not Concur**

Remarks: Pending pre-operational inspection

5/19/2022

Terri Guarino

---

Date

Health Agent

---

☐ Building Inspector: ☒ Concur ☐ Does Not Concur

Remarks: Certificate of Inspection [COI] Inspection Required before opening.

5/18/2022

Ken Murphy

Date

Building Inspector

---

☐ Sewer Commissioners: ☐ Approved ☐ Disapproved ☒ Not Under Sewer Jurisdiction

Remarks:

5/16/2022

Maria Simone/admin

Date

Department Head

---

☐ Town Collector: ☒ Outstanding Taxes ☐ Taxes Paid In Full

|    |    |        |    |    |        |    |    |        |
|----|----|--------|----|----|--------|----|----|--------|
| FY | RE | \$0.00 | FY | RE | \$0.00 | FY | RE | \$0.00 |
| FY | RE | \$0.00 | FY | RE | \$0.00 | FY | RE | \$0.00 |
| FY | RE | \$0.00 | FY | RE | \$0.00 | FY | RE | \$0.00 |

Remarks: Taxes due for Q4, being paid at closing per Claire

5/9/2022

A Dastous

Date

Town Collector

---

☐ Town Clerk:  
If not corporation has business certificate been issued? ☒ Yes ☐ No

Remarks:

5/20/2022

CCobb

Date

Clerk's Office

---

☐ Assessors:  
This individual has (have) completed the Form of List? ☒ Yes ☐ No

Remarks: fol on file

5/11/2022

J Potter

Date

Assessors Office

---

☐ Department of Public Works: ☐ Approved ☐ Disapproved ☒ Not Under DPW Jurisdiction

Remarks:

5/10/2022  
Date

Matthew Quinn  
Department Head

☐ Department of Natural Resources: ☐ Approved ☐ Disapproved ☒ Not Under DNR Jurisdiction

Remarks:

5/9/2022  
Date

Chris Southwood  
Department Head

☐ Recreation Department: ☐ Concur ☐ Does Not Concur ☒ Not Under Jurisdiction

Remarks:

5/16/2022  
Date

KMatthews  
Department Head

☐ Police Department: ☒ Concur ☐ Does Not Concur ☐ Not Under Police Jurisdiction

Remarks:

5/19/2022  
Date

Lt. Brandon M. Esip  
Department Head

☐ Fire Department: ☒ Concur ☐ Does Not Concur

Remarks: Needs an inspection from the fire department

5/11/2022  
Date

David S. Pelonzi, Assistant Chief  
Department Head

☐ Town Administrator/Board of Selectmen: ☐ Concur ☐ Does Not Concur

Remarks:

Date

Town Administrator/Board of Selectmen Chairman





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/12/21

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |                                    |
|--|--|------------------------------------|
| <b>PRODUCER</b><br><br>Margaret J Grassi Ins Agency<br>1188 Main Street<br>West Wareham, MA 02576            | <b>CONTACT NAME:</b>                         |                                    |
|  | <b>PHONE (A/C, No, Ext):</b> 508-295-2007    | <b>FAX (A/C, No):</b> 508-291-1707 |
|  | <b>E-MAIL ADDRESS:</b> debmjgins@comcast.net |                                    |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>         | <b>NAIC #</b>                      |
| <b>INSURED</b><br><br>PWB Enterprises Inc<br>DBA Tuk Tuk Thai Food<br>5 Dillingham Ave<br>Sandwich, MA 02563 | <b>INSURER A : USLI</b>                      |                                    |
|  | <b>INSURER B :</b>                           |                                    |
|  | <b>INSURER C :</b>                           |                                    |
|  | <b>INSURER D :</b>                           |                                    |
|  | <b>INSURER E :</b>                           |                                    |
|  | <b>INSURER F :</b>                           |                                    |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>   |           |          | MCP019C15     | 11/09/21                | 11/09/21                | EACH OCCURRENCE \$ 1,000,000   |
|          | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR   |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000                 |
|          |   |           |          |               |                         |                         | MED EXP (Any one person) \$ 5,000                                    |
|          |   |           |          |               |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000                                   |
|          |   |           |          |               |                         |                         | GENERAL AGGREGATE \$ 2,000,000                                       |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:  |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$ 1,000,000                                  |
|          | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC                          |           |          |               |                         |                         |  |
|          | OTHER:  |           |          |               |                         |                         | \$   |
|          | <b>AUTOMOBILE LIABILITY</b>   |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$                               |
|          | <input type="checkbox"/> ANY AUTO   |           |          |               |                         |                         | BODILY INJURY (Per person) \$  |
|          | <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS                                      |           |          |               |                         |                         | BODILY INJURY (Per accident) \$                                      |
|          | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                 |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                                    |
|          |   |           |          |               |                         |                         | \$   |
|          | <b>UMBRELLA LIAB</b>  |           |          |               |                         |                         | EACH OCCURRENCE \$   |
|          | <b>EXCESS LIAB</b>  |           |          |               |                         |                         | AGGREGATE \$   |
|          | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE   |           |          |               |                         |                         | \$   |
|          | DED <input type="checkbox"/> RETENTION \$   |           |          |               |                         |                         | \$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>  |           |          |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input type="checkbox"/> N / A |           |          |               |                         |                         | E.L. EACH ACCIDENT \$  |
|          | (Mandatory in NH)   |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$  |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below  |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$                                       |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

includes Liquor Liability

**CERTIFICATE HOLDER****CANCELLATION**Town of Bourne  
24 Perry Ave  
Bourne, MA 02532

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Debra Grassi

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |  |
|---|--|--|
| <b>PRODUCER</b><br>MARGARET J GRASSI INSURANCE AGENCY INC<br><br>1188 MAIN ST<br>W WAREHAM MA 02576 |  | <b>CONTACT NAME:</b> Debra Grassi<br><b>PHONE (A/C, No, Ext):</b> (508) 295-2007<br><b>E-MAIL ADDRESS:</b> Grassi-ins@comcast.net<br><b>FAX (A/C, No):</b> |
| <b>INSURED</b><br>PWB ENTERPRISES INC<br>DBA TUK TUK THAI FOOD<br>254 SHORE RD<br>BOURNE MA 02532   |  | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: LM INS CORP<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F:                       |
|   |  | <b>NAIC #</b><br>33600   |

**COVERAGES****CERTIFICATE NUMBER:** 695489**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD  | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|------------|----------|-----------------|-------------------------|-------------------------|---|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |            |          | N/A             |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$            |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                     |            |          | N/A             |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
|          | <b>UMBRELLA LIAB</b><br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$  |            |          | N/A             |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$  |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br>N/A | N/A      | WC531S618014010 | 11/25/2020              | 11/25/2021              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 100,000<br>E.L. DISEASE - EA EMPLOYEE \$ 100,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000 |
|          |  |            |          | N/A             |                         |                         |   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers' Compensation benefits will be paid to Massachusetts employees only. Pursuant to Endorsement WC 20 03 06 B, no authorization is given to pay claims for benefits to employees in states other than Massachusetts if the insured hires, or has hired those employees outside of Massachusetts.

This certificate of insurance shows the policy in force on the date that this certificate was issued (unless the expiration date on the above policy precedes the issue date of this certificate of insurance). The status of this coverage can be monitored daily by accessing the Proof of Coverage - Coverage Verification Search tool at [www.mass.gov/lwd/workers-compensation/investigations/](http://www.mass.gov/lwd/workers-compensation/investigations/).

**CERTIFICATE HOLDER****CANCELLATION**Town of Bourne  
24 Perry Ave

Bourne

MA 02532

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

  
Daniel M. Crowley, CPCU, Vice President - Residual Market - WCRIBMA

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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
MONETARY TRANSMITTAL FORM

**AMENDMENT-Change or Alteration of Premises Information**

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

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE

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

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

03900-RS-0018

ENTITY/ LICENSEE NAME

PWB Enterprises Inc, D/B/A Tuk Tuk Thai Food

ADDRESS

254 Shore Road

CITY/TOWN

Bourne

STATE

MA

ZIP CODE

02532

For the following transactions (Check all that apply):

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

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS  
APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

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

## 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 #: 49c05b8a-1994-4945-9c73-918601f366eb

| Description        | Applicant, License or Registration Number | Amount          |
|--------------------|---|-----------------|
| FILING FEES-RETAIL | 03900-rs-0118                             | \$200.00        |
|                    |   | <b>\$200.00</b> |

Total Convenience Fee: **\$4.70**

Date Paid: **5/5/2022 3:45:38 PM EDT**

Total Amount Paid: **\$204.70**

### Payment On Behalf Of

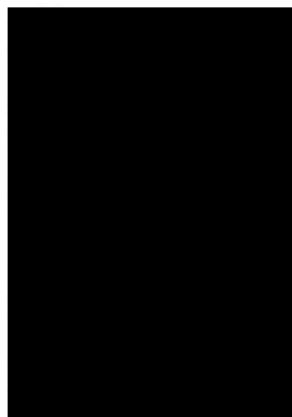
License Number or Business Name:  
03900-rs-0118

Fee Type:  
FILING FEES-RETAIL

### Billing Information

First Name:  
peter

Last Name:  
blake







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

**AMENDMENT-Change or Alteration of Premises Information**

☒ **Change of Location**

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

☐ **Alteration of Premises**

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

**1. BUSINESS ENTITY INFORMATION**

| Entity Name                                 | Municipality | ABCC License Number |
|---|--------------|---------------------|
| PWB Enterprises Inc D/B/A Tuk Tuk Thai Food | Bourne       | 03900-RS-0118       |

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

Change of location to 808 MacArthur Blvd, Pocasset from 254 Shore Road, Bourne

**APPLICATION CONTACT**

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

| Name        | Title         | Email      | Phone      |
|-------------|---------------|------------|------------|
| Peter Blake | Manager/Owner | [REDACTED] | [REDACTED] |

**2. ALTERATION OF PREMISES**

**2A. DESCRIPTION OF ALTERATIONS**

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

|  |
|--|
|  |
|--|

**2B. PROPOSED DESCRIPTION OF PREMISES**

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

|  |
|--|
|  |
|--|

|                     |  |                  |  |                  |  |
|---------------------|--|------------------|--|------------------|--|
| Total Sq. Footage   |  | Seating Capacity |  | Occupancy Number |  |
| Number of Entrances |  | Number of Exits  |  | Number of Floors |  |

## AMENDMENT-Change or Alteration of Premises Information

### 3. CHANGE OF LOCATION

#### 3A. PREMISES LOCATION

Last-Approved Street Address 254 Shore Road, Bourne, MA 02532

Proposed Street Address 808 MacArthur Blvd, Pocasset, MA 02559

#### 3B. DESCRIPTION OF PREMISES

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

1540 sq ft restaurant, single floor, diner style. One dining room, large kitchen, six 4-person booths, up to eight 2-person tables. Outdoor seating 25'x75', roped off for security. Cellar used for storage. Three bathrooms: male, female, handicapped

Total Sq. Footage 1540

Seating Capacity

Occupancy Number

Number of Entrances 2

Number of Exits 2

Number of Floors

1

#### 3C. OCCUPANCY OF PREMISES

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

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

Lease

Landlord Name 808 MacArthur LLC

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date 6/11/2022

Rent per Month

Lease Ending Date 7/1/2024

Rent per Year

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

☐ Yes ☒ No

#### 4. FINANCIAL DISCLOSURE

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

Associated Cost(s):

|  |
|--|
|  |
|--|

#### 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 |
|---------------------|------------------------|
|                     |                        |
|                     |                        |
|                     |                        |
|                     |                        |
| Total:              |                        |

#### SOURCE OF FINANCING

Please provide signed financing documentation.

| Name of Lender | Amount | Type of Financing | Is the lender a licensee pursuant to M.G.L. Ch. 138.          |
|----------------|--------|-------------------|---|
|                |        |                   | <input 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            |

## APPLICANT'S STATEMENT

I, Peter Blake the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager  
Authorized Signatory  
of Pwb Enterprises 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:

Peter Blake

Date:

5/4/2022

Title:

Pres

**ENTITY VOTE**

The Board of Directors or LLC Managers of

PWB Enterprises

Entity Name

duly voted to apply to the Licensing Authority of

Bourne

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

5/4/2022

Date of Meeting

For the following transactions (Check all that apply):

☐ Alteration of Licensed Premises

☒ Change of Location

☐ Other

"VOTED: To authorize

Peter W. Blake

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

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

For Corporations ONLY

A true copy attest,

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

Peter Blake  
\_\_\_\_\_  
(Print Name)

# MASSACHUSETTS COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT hereinafter known as the "Lease" is entered into this 11 day of June, 2022, ("Effective Date") by and between

808 Mac Arthur LLC with mailing address at 5 Dillingham Ave  
Sandwich MA 02563 hereinafter referred to as the "Lessor,"

And

Pwp Enterprises Inc with mailing address at 5 Dillingham Ave  
Sandwich MA 02563 hereinafter referred to as the "Lessee,"  
collectively referred to herein as "the Parties."

WHEREAS, the Lessor desires to lease the Premises defined herein to the Lessee under the terms and conditions as set forth herein; and

WHEREAS, the Lessor desires to lease the Premises defined herein from the Lessor under the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**1. THE PREMISES.** In accordance with the terms and conditions of this Lease, the Lessor hereby agrees to lease to the Lessee the property described below together with all the improvements thereto:

Address: 808 Mac Arthur Blvd Pocasset MA 02559  
Floor and/Unit Number: 1  
Net Floor Area: 1540 sq ft

Hereinafter known as the "Premises".

The Lessee hereby leases and takes from the Lessor the Premises and confirms that the floor numbers and/or unit numbers of the Premises referred to above are designated by The Lessor.

**2. PERMITTED USE.** Lessee agrees to continuously and at all times use and occupy the Premises during the Lease Term solely for the Permitted Use(s) as specified below ("Permitted Use"):

as a restaurant

No other use is permitted without prior written approval of Lessor, which approval Lessor may grant or withhold.

3. **LEASE TERM.** The term of this Lease shall commence on 11 day of June, 2022 and shall subsist for a period of 1 year(s) and      month(s), and expire on the last day of the Lease term, the 30 day of June, 2023. ("Lease Term")

4. **RENEWAL.** (Check One)

☐ The Lessor shall have no obligation to renew the Lease or extend the Lease Term. The Lessee shall have no further right to extend the Lease Term upon its expiration.

☒ The Lessee will have right to renew the lease for the additional term of 5 years and      months (the "**Renewal Term**") by giving the Lessor a Notice of Renewal not later than 1 months/days but no earlier than 15 months/days, prior to the expiration of the Lease Term ("**Renewal Period**"). The Renewal Term shall commence immediately upon the expiration of the Lease Term. In the event of the renewal of this Lease, the terms and conditions of this Lease shall remain in full and effect for the duration of the Renewal Term unless otherwise agreed to in writing by the Parties.

The Rent for the Renewal term shall: (Choose one.)

☒ be equal to the Rent payable during the Lease Term.

☐ shall be based on the then current market rates for comparable premises provided that the Rent upon the Renewal Term shall not increase by more than     % above the Rent payable in the immediately preceding year.

5. **RENT.** The Lessee shall pay the net amount of \$                      for every month for the duration of the Lease (herein after referred to as "**Rent**"). The rent shall be payable every 15<sup>th</sup> day of the month ("Due Date"), every month for the duration of the lease notwithstanding that the Due Date falls on a weekend or public holiday.

6. **EXPENSES.** The Parties agree that the responsibility for the expenses in relation to this Lease shall be borne as follows:

a. **Utilities.**

The Utilities including: electricity and water charges, communications, telephone and data charges, gas and                                     , shall be borne and paid by (choose one) ☒ the Lessor ☐ the Lessee ☐ the Parties jointly.

b. **Maintenance.**

The Maintenance of the Premises including the following shall be borne and paid by (choose one) ☒ the Lessor ☐ the Lessee ☐ the Parties jointly: (Choose all that is applicable)

- ☒ Janitorial and pest control services
- ☒ Garbage removal
- ☒ Grease traps, drainage and pipes maintenance
- ☐ Parking maintenance
- ☐ Lawn maintenance
- ☐ Snow removal
- ☒ HVAC Maintenance
- ☐ Repairs other than Minor Repairs as defined herein.

c. **Insurance.** (Choose all that is applicable)

- ☐ Casualty Insurance. The Lessor ☒ The Lessee ☐ The Parties (jointly) shall be responsible for obtaining and maintaining casualty insurance for the Premises for losses against fire.
- ☐ Comprehensive General Liability Insurance. The Lessee shall procure and maintain a valid Comprehensive General Liability Insurance indemnifying the Lessor with minimum coverage of [REDACTED] for personal injury and \$ [REDACTED] for damage to property.

d. **Taxes.**

The Lessee shall bear all Taxes and fees that are payable under Laws in connection with other payments made by the Lessee, the Lessee's interests under this Lease, the Lessee's improvements and property at the Premises, and the Lessee's activities at the Premises.

The Lessor ☐ The Lessee ☒ The Parties (jointly) shall bear all Taxes and fees that are payable under Laws in connection with the Rent.

The Lessor ☐ The Lessee ☒ The Parties (jointly) shall pay all Taxes and fees payable in connection with this Agreement under Laws to the extent that such Taxes and fees are payable under the applicable Laws by owners of buildings that are of a similar nature to the Premises, or by sub-lessors of land use rights (for example, real property, real estate and/or personal property taxes).

7. **COMMON AREAS.** The Lessor shall at all times have exclusive management and control of the Common Areas for any purpose or in any manner that it deems necessary or appropriate. The Lessor reserves the right to remove, relocate or otherwise change or carry out any alteration or addition or other works to the Common Areas. The Lessor shall not be liable to Lessee for any damage incidental to the exercise of its rights under this section, provided that such damage is not accompanied by any fault, negligence or



bad faith on the part of the Lessor or his agents. The Lessee shall abide by the Lessor's rules and management of the Common Areas.

**"Common Areas"** refers to those portions of the structure in which the Premises and located and areas surrounding the Premises including the driveways, entrances and exits, pedestrian passageways, walkways, loading docks, landscaped and streetscaped areas, any on-site parking areas, facilities (such as escalators, and lifts), installations (such as doors, windows, electrical installations and wiring), water and drainage pipes, gas pipes, fire systems, security and air-conditioning facilities, and all other areas or improvements which may be provided by Lessor from time to time for the general use of tenants of the structure in which the Premises and located and areas surrounding the Premises and their respective employees, guests, patrons, suppliers, licensees and other invitees.

8. **SECURITY DEPOSIT.** Lessee shall deposit with Lessor the amount of \$                      to secure the faithful performance of the terms and conditions of this Lease (the **"Security Deposit"**) on or before the execution of this Lease. The Security Deposit shall be held by Lessor: (Choose one that applies)

☐ free of interest throughout the Lease Term. /

☐ in escrow in an interest-bearing account with interest accruing to the Lessee and to be delivered to the Lessee upon the return of the Security Deposit.

Except in the event that the same has been forfeited by the Lessee, the Security Deposit shall be returned to the Lessee within \_\_\_\_\_ days after the termination of the Lease.

9. **ALTERATIONS AND IMPROVEMENTS.** No alterations to or improvements on the Premises shall be made by the Lessee without prior express consent of the Lessor to the same in writing. The Lessor agrees to not unreasonably withhold consent to reasonably necessary alterations or improvements. The Lessee shall ensure compliance with any and all applicable laws, rules, ordinances and codes when undertaking any alteration or improvement to the Premises.

A. **Unauthorized Alterations or Improvements.** In the event that the Lessee shall undertake alterations or improvements relating to the Premises in violation of this section the same shall be considered a material breach of this Lease and shall put the Lessee in default. The Lessor may, upon the Lessor's discretion, require the Lessee to undo the alterations or improvements and restore the Premises to the its condition prior to any unauthorized alteration or improvement at the sole expense of the Lessee.

B. **Ownership of Alterations and Improvements.** In all cases of alterations, improvements, changes, accessories and the like that cannot be removed from the Premises without destroying or otherwise deteriorating the Premises or any surface thereof shall, upon creation, become the Lessor's property without need for any further transfer, delivery or assignment thereof.

10. **COMPLIANCE WITH LAW.** The Lessee undertakes to comply with and abide by, at its sole expense, any and all Federal or Massachusetts state laws, municipal or county ordinances, rules, regulations, codes and all other issuances from authorized government authorities respecting the Premises and the Lessee's occupation and use thereof, including but not limited to obtaining all pertinent licenses and permits and maintaining copies thereof in the Premises.

11. **OBLIGATIONS OF THE LESSEE:**

- A. The Lessee shall keep the premises in a clean, sanitary, neat and presentable condition.
- B. The Lessee shall be responsible for the repairs, outside of ordinary wear and tear, of any part of the Premises that do not affect the structural parts of the building or structure in which it is located or those that are generally considered as minor repair ("**Minor Repairs**") including but not limited to replacing light bulbs, cleaning or repairs of windows, doors, toilets and similar appurtenances.
- C. The Lessee shall, at its sole expense restore, repair and/or rectify any damage, outside of ordinary wear and tear, to the Premises caused by the Lessee or others that the lessee permits into the Premises that are not covered or compensable by any insurance.

12. **ASSIGNMENT.** The Lessee acknowledges that this Lease is not transferrable and that the Lessee may not assign the Lease, any part of the Lease or any of the rights or obligations herein without the prior express and written consent of the Lessor. The Lessee shall not sublet, sublease or otherwise grant any other party any license or right in relation to the Premises or this Lease without such consent. Any license, assignment, sublease or agreement in violation of this clause shall be null and void with no legal force whatsoever.

13. **RIGHT OF ENTRY.** The Lessor shall, upon giving   7   days' notice, be granted by the Lessee access and allowed by the latter to enter the Premises to make necessary inspections, repairs or alterations on the property, or pursuant to any lawful purpose as the Lessor, provided that the time of entry requested is reasonable considering the purpose.

14. **DAMAGE TO LEASED PREMISES.** If the event that the Premises and/or the structure or building in which it is located is damaged or destroyed by fire or other casualty without the fault or negligence of the Lessee or his agents, the Lessor shall, at its own expense, repair the damaged portion, the Premises, structure and/or building to restore the same to substantially the condition in which it was handed over to Lessee. The Rent shall be abated until such repairs are completed.

In the event such repair cannot be accomplished or of total destruction the Lease shall cease and terminate with no early termination or other liability accruing to either of the Parties.

**15. DEFAULT AND POSSESSION.** If Rent is not paid within 30 days of the Due Date, the Rent shall be considered past due and a late fee of ☐ \$            or ☐            of the Rent past due shall be applied for every ☐ day Rent is late or ☐ occurrence Rent is late.

In the event that the Lessee fails to pay Rent on the Due date or is in default of any of the terms of this Lease, the Lessor shall promptly provide the Lessee with a notice of such default, informing the Lessee that failure to rectify the same within \_\_\_\_\_ days will terminate the Lease and allow the Lessor to recover the premises at the end of such period. Should the Lessee fail to rectify the same within \_\_\_\_\_ days after receiving such Notice of Default, the Lessor may terminate this Lease and recover the Premises from the Lessee. In such an event, the Lessor may hold the Lessee's possessions found in the Premises as security until sums owed by the Lessee has been paid.

**16. SURRENDER OF PREMISES.** On or before 11:59 P.M. on the last day of the Lease Term, the Lessee shall deliver up vacant possession of the Premises to Lessor more or less in the condition it was delivered to the Lessee, save ordinary wear and tear, and the Parties shall carry out the inspection of the Premises and shall sign a handover form jointly prepared and signed by Parties to confirm the condition and handover of the Premises. The Lessee shall also return all keys and other devices giving access to any part of the Premises and the building or structure in which it is located.

Without prejudice to the foregoing, the Lessee shall at its expense, at the request of Lessor, immediately make good any deficiencies identified during the handover inspection and remove from the Premises any alterations, fixtures or property of Lessee that Lessor requests to be removed, provided that the same were not existing in the Premises delivered by the Lessor or do not consist of alterations or improvements consented to by the Lessor as provided in Section 9 hereof.

Failure of the Lessee to return the Premises to Lessor in accordance with the above, shall entitle the Lessor to enter the Premises and carry out appropriate repair to the Premises and removal of any property of Lessee and any cost so incurred shall be borne by Lessee. All property left in the Premises by Lessee shall be deemed to have been abandoned by Lessee and Lessor shall be entitled to dispose of the same as Lessor deems appropriate.

**17. INDEMNIFICATION.** The Lessor shall not be liable for any injury to the Lessee or any other persons or property entering the Premises occurring within the Premises during the Lease Term. Neither shall the Lessor be liable for any damage to the structure within which the Premises is located or any part thereof. The Lessor hereby agrees to hold the Lessor harmless from and indemnify the Lessor for any and all claims or damage not arising solely from the Lessor's acts, omission, fault or negligence.

**18. GOVERNING LAW.** This Lease shall be governed by and its terms and conditions be interpreted according to the laws of the State of Massachusetts.

19. **NOTICE.** All notices in relation to this Lease shall be delivered to the following addresses:

To the Lessee at the address:

5 Dillingham Ave Sandwich  
MA 02563  
\_\_\_\_\_;

and

To Lessor at the address:

5 Dillingham Ave Sandwich  
MA 02563  
\_\_\_\_\_.

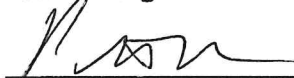
20. **SEVERABILITY.** Should any provision of this Lease be found, for whatever reason, invalid or unenforceable, such nullity or unenforceability shall be limited to those provisions. All other provisions herein not affected by such nullity or dependent on such invalid or unenforceable provisions shall remain valid and binding and shall be enforceable to the full extent allowed by law.

21. **BINDING EFFECT.** The terms, obligations, conditions and covenants of this Lease shall be binding on Lessee, the Lessor, their heirs, legal representatives and successors in interest and shall inure to the benefit of the same.

22. **ENTIRE AGREEMENT.** This Lease and, if any, attached documents are the complete agreement between the Lessor and the Lessee concerning the Premises. There are no oral agreements, understandings, promises, or representations between the Lessor and the Lessee affecting this Lease. All prior negotiations and understandings, if any, between the Parties hereto with respect to the Premises shall be of no force or effect and shall not be used to interpret this Lease. No modification or alteration to the terms or conditions of this Lease shall be binding unless expressly agreed to by the Lessor and the Lessee in a written instrument signed by both Parties.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this 5 day of  
MAY, 2022

Lessee's Signature



Printed Name

Peter Blake

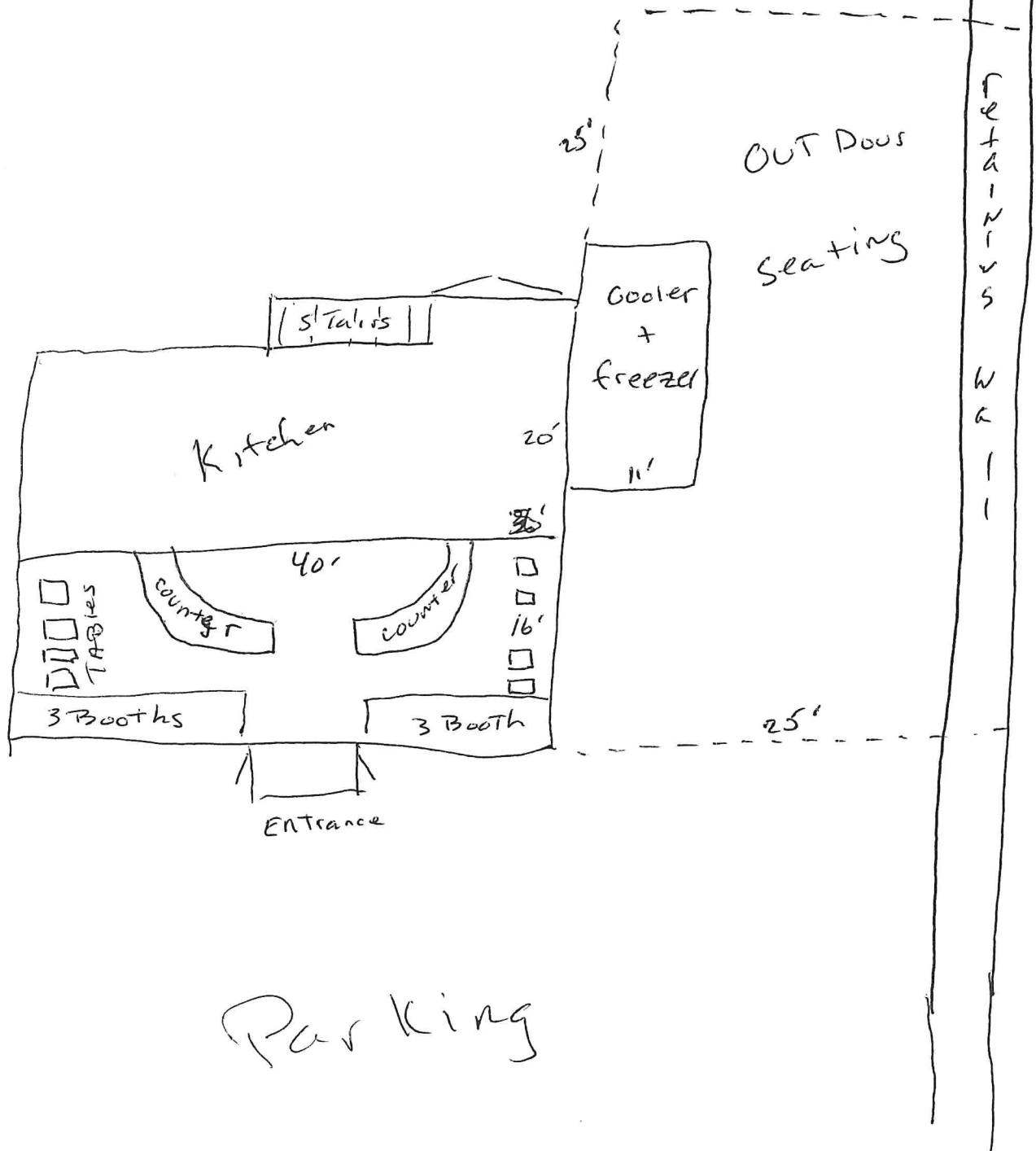
Lessor's Signature



Printed Name

Peter Blake

HANDY RD





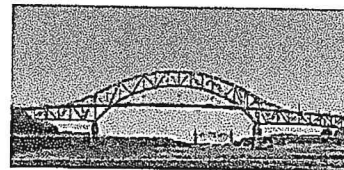
## TOWN OF BOURNE

Board of Assessors

24 Perry Avenue

Buzzards Bay, MA 02532

(508) 759-0600 Ext. 1510 ♦ Fax (508) 759-8026



Michael Leitzel, Chairperson  
Ellen Doyle Sullivan, Clerk  
Donna Barakauskas, Member

Rui Pereira, MAA  
Director of Assessing

May 13, 2022

Peter Blake  
PWB Enterprises Inc.  
85 Dillingham Ave  
Sandwich, MA 02563

Reference: Abutters List for Map 44.4 Parcel 20  
Subject Property: 808 MacArthur Blvd.

Pursuant to the provisions of Massachusetts General Laws Chapter 138, Section 15A, as amended, this is to certify that the enclosed list of names and addresses constitutes all of the abutters of the premise, including schools, churches and hospitals within 500 feet of the subject property on the most recent tax list of the Town of Bourne. The purpose of the abutters list is for an application of a Liquor License from the Board of Selectmen.

Abutting properties are: Map 44.2 Parcels 131 & 132; Map 44.4 Parcels 19 & 21.

Your payment of \$10.00 has been received by the Assessor's Office.

**Please be advised that this abutters list is only good for 30 days from the date on this letter. Expired abutters list can be recertified for an additional filing fee.**

See enclosed Data Base Inquiry Forms for abutters mailing addresses.

Board of Assessors

List Enclosed

*Ellen Doyle Sullivan -  
Donna Barakauskas  
Michael Leitzel*

Extract: ABUTTERS LIST  
Database: LIVE  
Filter: Key IN 9967,9968,10036,10038  
Sort:

Report #24: Owner Listing Report  
Fiscal Year 2023

Bourne MA

| Key            | Parcel ID  | Location           | LC/CI | Bk-Pa(Cert) /Dt | Mailing Street | Mailing City | ST | Zip Cd/Country |
|----------------|------------|--------------------|-------|-----------------|----------------|--------------|----|----------------|
| 9967           | 44.2-131-0 | 31 HANDY RD        | N     | 31055/337       |                |              |    |                |
|                |            |                    | 1010  | 1/31/2018       |                |              |    |                |
| 9968           | 44.2-132-0 | 802 MACARTHUR BLVD | N     | 28025/67        |                |              |    |                |
|                |            |                    | 3400  | 3/11/2014       |                |              |    |                |
| 10036          | 44.4-19-0  | 23 HANDY RD        | N     | 27648/187       |                |              |    |                |
|                |            |                    | 1010  | 8/27/2013       |                |              |    |                |
| 10038          | 44.4-21-0  | 810 MACARTHUR BLVD | N     | 10004/303       |                |              |    |                |
|                |            |                    | 3340  | 1/9/1996        |                |              |    |                |
| Total Records: |            | 4                  |       |                 |                |              |    |                |

**NOTICE  
TOWN OF BOURNE  
LIQUOR HEARING**

Notice is hereby given in accordance with Massachusetts General Laws Chapter 138, Section 12 that application has been received from PWB Enterprises, Inc d/b/a Tuk Tuk Thai Food, Peter Blake, Manager, 254 Shore Road, Monument Beach, MA 02553 to transfer his Year Round Common Victualer License for the sale of Wine and Malt Beverages to be drunk on the premises to PWB Enterprises, Inc d/b/a Tuk Tuk Thai Food, Peter Blake, Manager, 808 MacArthur Boulevard, Pocasset, MA 02559. Description of premises: 1540 sq. ft. restaurant, single floor, diner style. One dining room, large kitchen, six 4-person booths, up to eight 2-person tables. Outdoor seating area 25' x 75' roped off for security. Cellar used for storage. There are 3 bathrooms: male, female and handicapped. A hearing will be held at the Bourne Veterans' Memorial Community Center, 239 Main Street, Buzzards Bay, on Tuesday, May 24, 2022 at 7:05 p.m.

**BOARD OF SELECTMEN**

Peter J. Meier

Judith MacLeod Froman

George G. Slade, Jr.

Jared P. MacDonald

Mary Jane Mastrangelo

May 13, 2022



# Obituaries

## Morris W. Erlich

Morris Wolf Erlich of Monument Beach, who was known on the Upper Cape as both a singer and an accountant, died April 17 at the age of 63.

He was the son of Israel and Cila Erlich, survivors of the Holocaust. He grew up in Brooklyn, New York, where he lived until he came to Cape Cod in 1990.

While in Brooklyn, he formed and sang bass in an a cappella group named the Triboros. The group was featured on the Don K. Reed radio show in 1990. On the Cape, Mr. Erlich had Street Dreams, Avenue X and Resouled.

He participated in "The Event In the Tent," a week of free live music featuring a different genre of music each night, that was presented by the Cotuit Center for the Arts in conjunction with Mashpee Commons in July 2002. Mr. Erlich performed with Resouled in the gospel and R&B program, with members singing a cappella, "The Gospel According to Sam Cooke," music from the early 1950s.

He also sang for a time with the Five Discs, in Brooklyn and California. More recently, Mr. Erlich performed at The Chart Room in Cataumet, as well as at Jacks Restaurant & Bar and The Quarterdeck restaurant, both in Falmouth. Because his voice was similar to Neil Diamond's, a fellow singer dubbed him "Moe Diamond."

An accountant and tax preparer, he worked from his home office in Monument Beach. He also volunteered with the Bourne Police Department as a crew member for its live call-in

show that began in 1996.

Mr. Erlich had also participated in Bourne Summer Family Theater and in 2001 portrayed the Rabbi in the troupe's production of "Fiddler on the Roof."

He leaves his son, Michael Erlich; the mother of his son, Mary Ann Coelho; his longtime partner, Janet Baczuk; two sisters; two nieces and four nephews; and other family.

## Charles P. Colbath Jr.

Charles Percy Colbath Jr., 98, of Osterville died May 8. He leaves family in Bourne and Falmouth.

He was the husband of Barbara (Riordan) Colbath. They were married for 76 years.

Born in Ashland, Maine, he was the son of Charles Percy and Mary Margaret (Flinn) Colbath.

Mr. Colbath was a recognized expert of the Ford Model A and was an active member of the Cape Cod Model A Club.

He also was a lifelong member of the Teamsters Union.

Besides his wife, he leaves eight children, Barbara McPherson of Leesburg, Florida, Charlene Carr of Bend, Oregon, Debra Bergevine of Centerville, Robert Dale Colbath of Bourne, Charles Colbath of Elmira, Oregon, Denis Colbath of Osterville, Christopher Colbath of Osterville and Mary Lee of Pembroke; four siblings, Alfred Colbath of Lady Lake, Florida, Terrance D. Colbath of Falmouth, Mary Lou O'Brien of Waltham and Beverly Kiley of Framingham; 14 grandchildren and 16 great-grandchildren; and extended family.

A memorial service is planned for later in the year.

## Other Obituaries

*The following residents, former residents or family of residents of Falmouth, Mashpee and Sandwich recently died. Visit capenews.net to read the complete obituary news stories.*

**Eugene A. Ash Jr.**, 75, of West Chester, Pennsylvania, died April 22.

**Robert L. Beaulieu**, 80, of Arcadia, Florida, died April 29.

**Theresa P. Herman**, 84, of Mashpee died May 7.

**John E. Martin**, 89, of Falmouth died May 6.

**Patrick E. McCarthy**, 93, of

Sandwich died May 4.

**Mary S. Mulloy**, 91, of McLean, Virginia, died May 6.

**Leroy S. Peterson**, 90, of North Falmouth died April 19.

**Jean H. Pierce**, 94, of Woods Hole and Boca Grande, Florida, died May 6.

**Paul N. Robillard**, 74, of Mashpee died May 9.

**Edward T. VanKeuren**, 83, of East Falmouth died April 26.

**Donald E. White**, 86, of East Falmouth died May 5.

**Louise T. Williams**, 85, of East Falmouth died May 4.

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GENE M. MARCHAND/ENTERPRISE

Massachusetts Governor Charlie Baker talks to Massachusetts Maritime Academy faculty and cadets at the campus on Tuesday about new legislation that proposes nearly \$970 million for investments to support revitalizing the commonwealth's downtowns and communities, including \$318 million in American Rescue Plan Act (ARPA) funding and \$650 million in bond authorization. This also ties into workforce development and the work MMA has been doing to prepare a well-trained offshore wind workforce.

## Ice Cream Shop Issued Permit For Commons Location

By MACKENZIE RYAN

Don D. Myers, owner and operator of Whistle Stop Ice Cream Shop in Monument Beach, is opening a new location in Mashpee Commons.

Mr. Myers is also a Mashpee School Committee member.

The new ice cream shop was unanimously awarded a food establishment permit at the Mashpee Board of Health meeting last Thursday. Health Agent Glen E. Harrington said the proposed establishment had already submitted several required applications with no issues and has been issued a building permit.

The shop will be taking over the location of Washashore Bakery, which had been in that location for more than five years.

Mr. Myers and his wife

purchased Whistle Stop Ice Cream Shop three years ago and are now looking to expand their business. The hope, Mr. Myers said during the meeting, is to have the ice cream shop open by June 1.

"We are a little different than the ice cream places that are around here, as we are not a seasonal business. We are a year-round business," Mr. Myers said, adding they close the Monument Beach location for the month of February.

Mr. Myers anticipates the Mashpee location will be open year-round based on the amount of foot traffic in the area.

The shop will carry hard ice cream selections. However, due to the size of the space, he said there will be minimal room within the establishment for patrons to enjoy their treats.



GENE M. MARCHAND/ENTERPRISE

The future location of Whistle Stop Ice Cream at 14 Central Square in Mashpee Commons

## The Enterprise

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# Mr. Cromwell Found Guilty On Most Counts Of Extortion, Bribery

By SAM DRYSDALE

The trial of former Mashpee Wampanoag Tribe chairman Cedric Cromwell concluded last Thursday. The jury found Mr. Cromwell guilty on six counts of extortion and bribery.

Mr. Cromwell was tried in US District Court in Boston along with co-defendant David L. DeQuattro, the director of a Rhode Island architecture firm that was contracted by the tribe to work on plans for the proposed tribe-owned First Light Resort and Casino in Taunton.

Government prosecutors said Mr. Cromwell used his position and influence as chairman of the tribe and president of the Mashpee Wampanoag Gaming Authority—which oversaw the development of First Light Resort and Casino—to solicit and accept payments from Mr. DeQuattro's company in exchange for favorable action in their contract.

The jury found Mr. Cromwell guilty on two counts of bribery concerning federal funds; one count of conspiracy to commit extortion; and three counts of extortion, according to the jury verdict released March 5.

On the bribery counts, the jury found Mr. Cromwell corruptly solicited and accepted a Bowflex Revolution home gym valued at \$1,700 and a \$1,849 stay at the Seaport Boston Hotel from RBG, Mr. DeQuattro's company.

Mr. Cromwell was found not guilty on one count of extortion and one count of conspiracy to commit federal programs bribery.

Mr. DeQuattro was found not guilty on one count of conspiracy to commit federal programs bribery and bribery concerning programs receiving federal

funds. He was found guilty of one count of bribery concerning programs receiving federal funds.

A sentencing hearing is scheduled for Friday, September 9, at 10 AM at the district court in Boston.

Current chairman of the Mashpee Wampanoag Tribe Brian M. Weeden shared a message about the conclusion of the case on the tribe's Facebook page.

"I think we are all disappointed in Cedric. We're disappointed that he abused the trust we placed in him as an elected official of our Tribal Nation," he wrote. "We're disappointed that he represents an unfortunate chapter in our history and that it detracted from the great work we are doing socially, culturally and politically to support our people."

Mr. Weeden added that the tribe is looking forward to putting the case behind them and is looking forward to the future.



ENTERPRISE FILE PHOTOGRAPH/GENE M. MARCHAND

Former Wampanoag Tribal Council chairman Cedric Cromwell

## LEGAL NOTICES

### NOTICE TOWN OF BOURNE LIQUOR HEARING

Notice is hereby given in accordance with Massachusetts General Laws Chapter 138, Section 12 that application has been received from PWB Enterprises, Inc d/b/a Tuk Tuk Thai Food, Peter Blake, Manager, 254 Shore Road, Monument Beach, MA 02553 to transfer his Year Round Common Victualer License for the sale of Wine and Malt Beverages to be drunk on the premises to PWB Enterprises, Inc d/b/a Tuk Tuk Thai Food, Peter Blake, Manager, 808 MacArthur Boulevard, Pocasset, MA 02559. Description of premises: 1540 sq. ft. restaurant, single floor, diner style. One dining room, large kitchen, six 4-person booths, up to eight 2-person tables. Outdoor seating area 25' x 75' roped off for security. Cellar used for storage. There are 3 bathrooms: male, female and handicapped. A hearing will be held at the Bourne Veterans' Memorial Community Center, 239 Main Street, Buzzards Bay, on Tuesday, May 24, 2022 at 7:05 p.m.

BOARD OF SELECTMEN  
Peter J. Meier  
Judith MacLeod Froman  
George G. Slade, Jr.  
Jared P. MacDonald  
Mary Jane Mastrangelo

May 13, 2022

### LEGAL NOTICE NOTICE OF PUBLIC SALE

Notice is hereby given by Thomas Auto Body Shop, Inc. of 15 Fort Hill Street, Hingham, MA, pursuant to the provisions of Mass G.L.c. 255, Section 39A, that they will sell the following vehicles on or after May 21, 2022 beginning at

10:00 a.m. by public or private sale to satisfy their garage keeper's lien for towing, storage, and notices of sale:

1. 2014 Ford Explorer VIN 1FM5K8GT0E-GA35646
2. 2019 Honda Accord VIN 1HGCV1F-39KA033969

Signed:  
John J. Thomas  
Thomas Auto Body Shop, Inc.

May 6, 13, 20, 2022

### NOTICE TOWN OF BOURNE LIQUOR HEARING

Notice is hereby given in accordance with Massachusetts General Laws Chapter 138, Section 12 that application has been received from BBay149LLC d/b/a Rod and Rail, Jennifer Reid, Mgr. to amend her Year Round Common Victualer License for the sale of All Kinds of Alcoholic Beverages to be drunk on the premises to include additional dining room. Description of premises: 1 floor consisting of 8 rooms: 2 dining room and bar area, kitchen, dishwashing room, prep room, office, storage room and men's and ladies restrooms. Outside dining in an 8' x 45' fenced in patio front of building. 4 entrances and 4 exits. A hearing will be held at the Bourne Veterans' Memorial Community Center, 239 Main Street, Buzzards Bay, on Tuesday, May 24, 2022 at 7:05 p.m.

BOARD OF SELECTMEN  
Peter J. Meier  
Judith MacLeod Froman  
George G. Slade, Jr.  
Jared P. MacDonald  
Mary Jane Mastrangelo

May 13, 2022

## MBL Falmouth FORUM

THE UNIVERSITY OF CHICAGO  
MARINE BIOLOGICAL  
LABORATORY



**Sara Lawrence-Lightfoot**  
Author, Professor, MacArthur Prize-Winning Sociologist

**7:30 PM**  
Cornelia Clapp Auditorium  
7 MBL St. | Woods Hole

**FREE ADMISSION**  
Presented in-person and virtually

Copies of "The Third Chapter" for sale, courtesy of Eight Cousins Books

[mbl.edu/falmouth-forum](http://mbl.edu/falmouth-forum)

**SUPPORTED BY:**  
Falmouth Forum Endowment,  
Bakalar Endowed Director's Discretionary Fund,  
The Falmouth Fund of The Cape Cod Foundation





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |  |  |
|---|--|--|--|
| <b>PRODUCER</b><br>Hollis Insurance Agency Inc<br>The Pinehills<br>1 Village Green North STE 121<br>Plymouth MA 02360 |  | <b>CONTACT NAME:</b> Jillian Hollis<br><b>PHONE (A/C, No, Ext):</b> (508) 209-0400<br><b>FAX (A/C, No):</b> (508) 209-0444<br><b>E-MAIL ADDRESS:</b> jhollis@hollisagency.com          |  |
| <b>INSURED</b><br>B Bay 149 LLC<br>149 Main St<br>Bourne MA 02532-3226  |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Union Mutual Ins Co<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |
|   |  | <b>NAIC #</b><br>25860   |  |

## COVERAGES

CERTIFICATE NUMBER: 2021 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD                       | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|---------------------------------|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y                               |          | BOP0196875    | 09/09/2021              | 09/09/2022              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>Data Compromise \$ 50,000 |
|          | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY   |                                 |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
|          | UMBRELLA LIAB<br>EXCESS LIAB<br>DED RETENTION \$   |                                 |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$  |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br><input type="checkbox"/> | N/A      |               |                         |                         | PER STATUTE<br>OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |
| A        | LIQUOR LIABILITY   |                                 |          | BOP0196875    | 09/09/2021              | 09/09/2022              | PER OCCURRENCE \$1,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Where required in a written contract, the Town of Bourne is included within the blanket additional insured endorsement with respects to the GL policy.

## CERTIFICATE HOLDER

## CANCELLATION

Town of Bourne  
24 Perry Ave

Bourne

M A 02532

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Robert L. Hollis Jr.*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**

COMPNET INSURANCE AGENCY, INC.  
P.O. Box 23419  
Providence, RI 02903

**CONTACT**

NAME: David Bedard

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL: dbedard@compnet-insurance.com

ADDRESS:

**INSURER(S) AFFORDING COVERAGE****NAIC #**

INSURER A: NorGUARD Insurance Company

31470

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

**INSURED**

BBAY 149  
Rod & Rail  
149 Main St  
Buzzards Bay, MA 02532-3226

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD                    | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|------------------------------|----------|---------------|-------------------------|-------------------------|--|
|          | COMMERCIAL GENERAL LIABILITY   |                              |          |               |                         |                         | EACH OCCURRENCE \$ 0   |
|          | CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>                            |                              |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0                         |
|          |  |                              |          |               |                         |                         | MED EXP (Any one person) \$ 0  |
|          |  |                              |          |               |                         |                         | PERSONAL & ADV INJURY \$ 0   |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:   |                              |          |               |                         |                         | GENERAL AGGREGATE \$ 0   |
|          | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                              |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$ 0  |
|          | OTHER:   |                              |          |               |                         |                         | \$   |
|          | AUTOMOBILE LIABILITY   |                              |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$                                 |
|          | ANY AUTO <input type="checkbox"/>  |                              |          |               |                         |                         | BODILY INJURY (Per person) \$  |
|          | OWNED AUTOS ONLY <input type="checkbox"/>  |                              |          |               |                         |                         | BODILY INJURY (Per accident) \$  |
|          | HIRED AUTOS ONLY <input type="checkbox"/>  |                              |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                                      |
|          | SCHEDULED AUTOS <input type="checkbox"/>   |                              |          |               |                         |                         | \$   |
|          | NON-OWNED AUTOS ONLY <input type="checkbox"/>  |                              |          |               |                         |                         |  |
|          | UMBRELLA LIAB <input type="checkbox"/>   |                              |          |               |                         |                         | EACH OCCURRENCE \$   |
|          | EXCESS LIAB <input type="checkbox"/>   |                              |          |               |                         |                         | AGGREGATE \$   |
|          | DED <input type="checkbox"/>   |                              |          |               |                         |                         | \$   |
|          | RETENTION \$ <input type="checkbox"/>  |                              |          |               |                         |                         |  |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  |                              |          | ROWC282762    | 08/18/2021              | 08/18/2022              | X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                    | Y/N <input type="checkbox"/> | N/A      |               |                         |                         | E.L. EACH ACCIDENT \$ 1,000,000  |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below   |                              |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000                                |
|          |  |                              |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 1,000,000                               |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Employees: Full Time: 8; Part Time: 0 Governing Class Description: RESTAURANT NOC

Exclusions:

Jennifer Reid, Member;

**CERTIFICATE HOLDER**

BBAY 149 DBA Rod & Rail  
149 Main Street  
Buzzards Bay, MA 02532

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE:



**Town of Bourne  
Interdepartmental Advisory Form**



|  |   |
|--|---|
| <b>Start Date:</b>   | 4/29/2022   |
| <b>Owner/Applicant:</b>  | BB149LLC, d/b/a Rod and Rail<br>Jennifer Reid, Mgr.<br>[REDACTED]   |
| <b>Project Location:</b>   | 145 Main Street, Buzzards Bay   |
| <b>Nature of Request:</b>  | Year Round Common Victualer License for the Sale of All Alcoholic Beverages<br>Alteration of Premise to include additional room previously licensed under Buzzards Bay Tavern and also to include addition of side outside serving space to the left of the building. |
| <b>Liability Insurance Naming Town of Bourne as Additional Insured</b> | Has applicant provided insurance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No   |

|             |      |                |       |                  |  |
|-------------|------|----------------|-------|------------------|--|
| <b>Map:</b> | 23.2 | <b>Parcel:</b> | 95.00 | <b>District:</b> |  |
|-------------|------|----------------|-------|------------------|--|

☐ **Engineering:**

|                           |        |                                |     |                  |     |                         |            |
|---------------------------|--------|--------------------------------|-----|------------------|-----|-------------------------|------------|
| <b>Date of Recording:</b> |        | <b>Lot Area:</b>               |     | <b>Frontage:</b> |     | <b>Zone:</b>            | <b>DTC</b> |
| <b>Resource District:</b> | No     | <b>Town Road:</b>              | Yes | <b>Paved:</b>    | Yes | <b>Contiguous Lots:</b> | No         |
| <b>Flood Zone:</b>        | AE 16' | <b>Within 100' of Wetland:</b> |     |                  |     |                         |            |

Owner:  
Remarks:

5/2/2022 Timothy P Lydon  
Date Department Head

☐ **Planning Department/Planning Board:** ☒ Concurs ☐ Does Not Concur

Remarks:

5/2/2022 J. Copeland/ts  
Date Town Planner

☐ **Conservation Commission:** ☐ Must File ☐ Determination ☐ Notice of Intent  
☒ Need not File

Remarks:

5/4/2022 Stephanie Fitch  
Date Conservation Agent

☐ **Board of Health:** ☒ Concurs ☐ Does Not Concur

Remarks:

5/4/2022

Terri Guarino

Date

Health Agent

☐ Building Inspector: ☒ Concur ☐ Does Not Concur

Remarks: Certificate of Inspection [COI] Inspection Required.

5/18/2022

Ken Murphy

Date

Building Inspector

☐ Sewer Commissioners: ☒ Approved ☐ Disapproved ☐ Not Under Sewer Jurisdiction

Remarks:

5/5/2022

Maria Simone/admin

Date

Department Head

☐ Town Collector: ☐ Outstanding Taxes ☒ Taxes Paid In Full

|    |    |        |    |    |        |    |    |        |
|----|----|--------|----|----|--------|----|----|--------|
| FY | RE | \$0.00 | FY | RE | \$0.00 | FY | RE | \$0.00 |
| FY | RE | \$0.00 | FY | RE | \$0.00 | FY | RE | \$0.00 |
| FY | RE | \$0.00 | FY | RE | \$0.00 | FY | RE | \$0.00 |

Remarks:

4/29/2022

Shelly R Murphy

Date

Town Collector

☐ Town Clerk:  
If not corporation has business certificate been issued? ☒ Yes ☐ No

Remarks:

5/4/2022

CCobb

Date

Clerk's Office

☐ Assessors:  
This individual has (have) completed the Form of List? ☒ Yes ☐ No

Remarks: need fol; rcvd fol 5/13/22

5/4/2022

J Potter

Date

Assessors Office

☐ Department of Public Works: ☐ Approved ☐ Disapproved ☒ Not Under DPW Jurisdiction

Remarks:

5/2/2022

Matthew Quinn

Date

Department Head

☐ Department of Natural Resources: ☐ Approved ☐ Disapproved ☒ Not Under DNR Jurisdiction

Remarks:

4/29/2022

Chris Southwood

Date

Department Head

☐ Recreation Department: ☐ Concur ☐ Does Not Concur ☒ Not Under Jurisdiction

Remarks:

4/28/2022

Krissanne Caron

Date

Department Head

☐ Police Department: ☒ Concur ☐ Does Not Concur ☐ Not Under Police Jurisdiction

Remarks:

5/5/2022

Lt. John R. Stowe Jr.

Date

Department Head

☐ Fire Department: ☒ Concur ☐ Does Not Concur

Remarks:

4/29/2022

David S. Pelonzi, Assistant Chief

Date

Department Head

☐ Town Administrator/Board of Selectmen: ☐ Concur ☐ Does Not Concur

Remarks:

Date

Town Administrator/Board of Selectmen Chairman





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

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

**AMENDMENT-Change or Alteration of Premises Information**

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

**ECRT CODE: RETA**

**Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)**

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

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

06318-RS-0118

**ENTITY/ LICENSEE NAME** BBay149 LLC dba Rod & Rail

**ADDRESS** 149 Main Street

**CITY/TOWN** Buzzards Bay

**STATE** MA

**ZIP CODE** 02532

**For the following transactions (Check all that apply):**

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

**THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS  
APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL**

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

## 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 #: fc6629f0-fea2-4bb0-a155-fea002988584

| Description        | Applicant, License or Registration Number | Amount          |
|--------------------|---|-----------------|
| FILING FEES-RETAIL | BBay149 LLC                               | \$200.00        |
|                    |   | <b>\$200.00</b> |

Total Convenience Fee: \$4.70

Date Paid: 4/28/2022 1:21:09 PM EDT

Total Amount Paid: \$204.70

#### Payment On Behalf Of

License Number or Business Name:  
BBay149 LLC

Fee Type:  
FILING FEES-RETAIL

#### Billing Information

First Name:  
jennifer

Last Name:  
reid

Address:  
149 Main Street

City:  
Buzzards Bay

State:  
MA

Zip Code:  
02352

Email Address:  
rodandrail@gmail.com





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

**AMENDMENT-Change or Alteration of Premises Information**

☐ **Change of Location**

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

☒ **Alteration of Premises**

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

**1. BUSINESS ENTITY INFORMATION**

| Entity Name | Municipality | ABCC License Number |
|-------------|--------------|---------------------|
| BBay149 LLC | Bourne       | 06318-RS-0118       |

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

Expansion of premises to include additional room as well as side yard patio.

**APPLICATION CONTACT**

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

| Name          | Title | Email                | Phone      |
|---------------|-------|----------------------|------------|
| Jennifer Reid | Owner | rodandrail@gmail.com | 7744549513 |

**2. ALTERATION OF PREMISES**

**2A. DESCRIPTION OF ALTERATIONS**

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

Addition of additional previously licensed room

**2B. PROPOSED DESCRIPTION OF PREMISES**

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

1 floor consisting of 8 rooms: 2 dining rooms and bar area, kitchen, dishwashing room, prep room, office, storage room and men's and ladies restrooms. Outside dining in an 8' x 45' fenced in patio front of building. 4 entrances and 4 exits.

|                     |      |                  |    |                  |    |
|---------------------|------|------------------|----|------------------|----|
| Total Sq. Footage   | 2500 | Seating Capacity | 85 | Occupancy Number | 99 |
| Number of Entrances | 4    | Number of Exits  | 4  | Number of Floors | 1  |

## **AMENDMENT-Change or Alteration of Premises Information**

### **3. CHANGE OF LOCATION**

#### **3A. PREMISES LOCATION**

Last-Approved Street Address

Proposed Street Address

#### **3B. DESCRIPTION OF PREMISES**

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

Total Sq. Footage

Seating Capacity

Occupancy Number

Number of Entrances

Number of Exits

Number of Floors

#### **3C. OCCUPANCY OF PREMISES**

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

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

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

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

☐ Yes ☐ No

#### 4. FINANCIAL DISCLOSURE

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

Associated Cost(s):

#### 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 |
|---------------------|------------------------|
|                     |                        |
|                     |                        |
|                     |                        |
| Total               |                        |

#### SOURCE OF FINANCING

Please provide signed financing documentation.

| Name of Lender | Amount | Type of Financing | Is the lender a licensee pursuant to M.G.L. Ch. 138.          |
|----------------|--------|-------------------|---|
|                |        |                   | <input 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            |

### **ADDITIONAL INFORMATION**

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

## APPLICANT'S STATEMENT

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

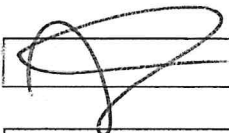
Of BBay149 LLC  
Name of the Entity/Corporation

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:

04/29/2022

Title:

Owner

### ENTITY VOTE

The Board of Directors or LLC Managers of

BBay149 LLC

Entity Name

duly voted to apply to the Licensing Authority of

Bourne

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

04/20/2022

Date of Meeting

For the following transactions (Check all that apply):

☒ Alteration of Licensed Premises

☐ Change of Location

☐ Other

"VOTED: To authorize

Jennifer Reid

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

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

## COMMERCIAL LEASE

THIS LEASE, made this \_\_\_\_ day of June 2021, by and between PETER LUCIANI, JR. having a usual place of business at 149 Main Street, Buzzards Bay, MA ("Landlord") and BBay149 LLC and Jennifer Reid ("Tenant").

### ARTICLE 1. DEMISE.

Landlord does hereby demise, lease and let unto Tenant, and Tenant does hereby take and lease from Landlord, for the term and upon the rents, conditions and provisions herein contained that certain real property being approximately 2,100 square feet comprised of the first floor of the Building commonly known as 149 Main Street, Buzzards Bay, MA ("Building") with an option to lease the other 400 square feet of the first floor for an extra [REDACTED] Start date of lease of optional space to be determined after initial first month of operation.

### ARTICLE 2. USE OF PREMISES.

Tenant shall have the right to operate the Leased Premises as a restaurant with liquor license 7 days a week until 10 p.m. Leased Premises may be open and fully operational until 1:00 a.m. on holidays and special occasions with 72-hour advance notice to Landlord.

The left side yard area with the decorative barn doors (estimated size of 16 ft x 16 ft) is included in the rent. Tenant to pay for fencing and landscaping of said area. Design to be approved by landlord prior to work being done.

### ARTICLE 3. TERM

**Section 3.1 Term:** The term of this Lease shall be for a period of five (5) years, with a five (5) year option to renew, and a five (5) year option to renew thereafter, commencing on the date rent commences (June 1, 2021).

### ARTICLE 4. RENT

Annual Rent [REDACTED] for the initial five-year term and for the first five-year renewal term if the option to renew is exercised. If tenant desires to renew for the additional five years, the Annual Rent will increase by five percent (5%). Annual Rent will then be [REDACTED].

The Rent payable by Tenant hereunder shall be paid in advance in equal monthly installments of one-twelfth of the annual rent on the first day of each calendar month commencing on June 1, 2021 and shall be paid to Landlord at his address set forth in the first paragraph hereof or at such other place as Landlord shall from time to time designate in writing.

**Section 4.1 Lease Inception Fee:** None.



**Section 4.2 First Right of Refusal:**

If the Landlord decides to sell the property during the term of the Tenant's Lease, Tenant shall have the first right of refusal to purchase the property. Landlord will provide Tenant with information regarding the price and terms of the potential purchase.

**ARTICLE 5. TAXES, INSURANCE AND INDEMNITY**

**Section 5.1. Real Estate Taxes.** The landlord shall be responsible for one hundred percent (100%) of all real estate taxes associated with the Building.

**Section 5.2 Personal Property Taxes.** Prior to delinquency, Tenant shall pay all of its taxes and assessments levied upon trade fixtures, furnishings, equipment, inventories, and other personal property of any kind, owned, installed, or located in or used on the Leased Premises.

**Section 5.3 Condominium/Association Fees.** Not applicable.

**Section 5.4 Fire and Extended Coverage.** Landlord shall maintain with respect to the Building (exclusive of any Tenant improvements, alterations, or installations in the nature of fixtures) a policy or policies of All Risk of Physical Loss insurance with extended coverage endorsement attached, including vandalism, and malicious mischief, in an amount equal to at least ninety (90%) percent of the full replacement value of the Unit at the time of loss.

**Section 5.5 General Liability Insurance.** Tenant shall, at Tenant's sole cost and expense, maintain in full force and effect public liability insurance with respect to Tenant's use and occupancy of the Leased Premises in a sum of not less than [REDACTED] on account of bodily injury or death of one person; [REDACTED] on account of bodily injury to or death of more than one person as the result of one claim; and property damage in the amount of [REDACTED]. Tenant shall have Landlord named therein as an additional insured. Said insurance shall be procured and evidence of the same delivered to Landlord concurrent with the execution hereof.

**Section 5.6 Insurance Requirements.** All such required insurance policies herein shall be procured from responsible insurance companies licensed to do business in the Commonwealth of Massachusetts. Tenant shall deliver a duly executed "Certificate of Insurance" to Landlord prior to the Rental Commencement Date of this Lease, or prior to the date Landlord delivers possession of the Leased Premises to Tenant, whichever is the earlier to occur. Not less than fifteen (15) days prior to the expiration date of any such policies, duly executed "Certificates of Insurance" shall be delivered to Landlord. All policies required to be carried under this Lease shall provide that not less than thirty (30) days written notice shall be given to Landlord or Tenant before such policy may be changed to reduce insurance provided thereby or cancelled.

**Section 5.7 Subrogation.** Landlord and Tenant, each hereby waives all rights against the other with respect to, and releases the other, its officers, employees, agents, and invitees from, all claims demands and liabilities for damage to or destruction of any property of the releasing party with respect to which damage or destruction there is in effect, in the name of or inuring to the benefit

of the releasing party, any insurance of any kind and in any amount. Landlord and Tenant each agree to maintain adequate insurance for damage to or destruction of all of its property; provided that this waiver shall not be applicable if it has the effect of invalidating any insurance coverage of Landlord or Tenant.

**Section 5.8 Indemnification of Landlord.** Tenant shall defend (with Counsel as selected by Landlord), indemnify, and save harmless the Landlord, its agents and employees, against any liability or claim thereof, whether for injury to persons, including death, or damage to property arising out of the condition of the Leased Premises and/or with regard to activities undertaken by the Tenant, or his employees or agents, at the Leased Premises after delivery of exclusive possession when such condition is due to any act or omission to act upon the part of the Tenant, its agents or employees, or arising out of or connected with Tenant's use and occupancy of said Leased Premises.

#### **ARTICLE 6. USE, ALTERATIONS and LIENS.**

**Section 6.1 Latent Defects.** Landlord represents that he is unaware of any latent defects within the Leased Premises that are vital to the use of the Leased Premises for Tenant's intended commercial purpose. This warranty of suitability on the part of the Landlord and Tenant's obligation to pay rent are not mutually dependent. In the event that the Leased Premises are found to be materially unsuitable by reason of defects therein, Tenant may at such time cancel this Lease, without liability to Landlord, by giving Landlord thirty (30) days' notice in writing of Tenant's intention to so terminate. The Landlord shall use commercially reasonable efforts to remove any defects that render the premises materially unsuitable.

**Section 6.2 Acceptance of Leased Premises.** Tenant does accept the Leased Premises in the condition existing on the date hereof, and acknowledges that it is fully knowledgeable as to the Leased Premises as it and/or its agents, officers, representatives, or employees have had the opportunity to adequately inspect the same. Tenant agrees that Landlord maintains ownership of all build-out / fit-out equipment existing in the premises at the time of the lease signing. All such build-out / fit-out equipment will remain with the Landlord at the end of the lease.

**Section 6.3 Occupancy and Use.** Tenant agrees to rent the space 'as is'. Tenant is responsible for all set up costs including equipment, etc.

Tenant shall not commit waste, overload the floors or structure of the Leased Premises, subject the Leased Premises to any use which would damage the Leased Premises, use the Leased Premises in any manner to create a nuisance, or disturb the occupants of neighboring premises or properties, or raise or violate any insurance coverage required by this Lease or take any action that would impair parking or alter parking access. Tenant shall keep music volume at a reasonable level and agrees that music will end at 10:00pm. If Tenant's use causes any increase in insurance premiums, all such increases of insurance premiums shall be paid for by Tenant.

**Section 6.4 Compliance with Governmental Regulations.** Tenant agrees, at Tenant's sole cost and expense, that it will comply with and observe all legally enforceable laws, statutes, ordinances, regulations, and requirements relating to Tenant's use and occupancy of the Leased Premises, and

that Tenant will not permit or suffer the Leased Premises to be used for the purpose of carrying on any illegal business or occupancy.

**Section 6.5 Trade Fixtures.** Tenant, at Tenant's sole expense, may install necessary trade fixtures, equipment and furniture in the Leased Premises as it may deem desirable for its use thereof, provided that if such alterations shall substantially alter the basic structure of the Leased Premises or adversely affect the soundness or value thereof, the prior written approval of Landlord shall be obtained before such work is commenced, which approval shall not be unreasonably withheld. Said trade fixtures, equipment and furniture shall remain Tenant's property and shall be removed by Tenant prior to expiration of the Term or upon earlier termination of this Lease. Any alterations or installations by Tenant during the term of this Lease shall be done in a good and workmanlike manner, with good and sufficient materials, and in compliance with all legally enforceable laws and regulations. Tenant shall repair, at Tenant's sole expense, all damage to the Leased Premises caused by the installation or removal of trade fixtures, equipment, furniture or temporary improvements.

**Section 6.6 Signs.** Tenant shall have the right, at Tenant's sole cost and expense, to affix appropriate identification signs to the front right side of the Leased Premises only (not on the existing brick building) on the condition that such signs are in compliance with all town, county, state and professional rules, statutes, and regulations. Tenant further agrees to maintain any sign, lettering, advertising matter, or other things as may be so approved in good condition and repair at all times and to save Landlord harmless from any loss, cost and damage as a result of the erection, maintenance, existence, or removal thereof unless any such loss, cost and/or damage is due to the willful acts or negligence of Landlord, its agents, employees, or representatives. Anything in this Lease to the contrary notwithstanding, Tenant, at the end of the term of this Lease, shall have the right to remove from the Leased Premises the sign on the right-side front of the Leased Premises only, provided Tenant shall repair any damage that may have been occasioned to the Leased Premises by reason of such removal.

**Section 6.7 Liens and Encumbrances.** Tenant shall not permit any mechanic's or similar liens to remain upon the Leased Premises for labor or materials furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Leased Premises or at the direction or with the consent of Tenant, whether such work was performed or materials furnished before or after the commencement of the term of this Lease. Further, Tenant shall cause to be discharged all mechanics' or material man's liens placed on the Leased Premises on account of construction by Tenant in or within 60 days of the Notice of Contract and/or Statement of Account being recorded with the Plymouth County Registry of Deeds, whichever is first to occur.

#### **ARTICLE 7 UTILITIES AND MAINTENANCE**

negligence or willful acts of Landlord, its employees, representatives, or contractors. Tenant and Landlord shall each be responsible for fifty percent (50%) of the water bill serving the Building. At the time of the Lease renewal (five (5) years), the Landlord and Tenant will enter into discussions to each be responsible for fifty percent (50%) of the Flood Insurance premium.

Tenant shall be responsible for the maintenance and monitoring (inclusive of any fees/costs associated therewith) of the fire alarm company monitoring expense as well as the Verizon direct line fire monitoring system to the Fire Department.

**Section 7.2 Landlord Building Maintenance.** Landlord agrees to keep and maintain in good condition and repair all structural components of the building including the foundation, exterior walls, roof, and floor of the building (except as set forth in Section 7.3). In the event the Leased Premises should become in need of repairs required to be made by Landlord hereunder, Tenant shall give reasonable written notice thereof to Landlord.

**Section 7.3 Tenant Interior Maintenance.** Tenant agrees, at its own expense, to keep the interior of the Leased Premises in good repair. Tenant agrees, at its own expense, that it shall be liable for all maintenance, repairs or replacement of building equipment due to normal use and operation of said building equipment, such as plumbing, electrical wiring, air conditioning and heating, fire alarm monitoring and kitchen suppression system. Tenant agrees to maintain a service contract with a commercially-licensed heating/air conditioning firm to clean and service the heat pumps and air conditioning units every three months. Tenant shall be responsible for all glass replacement associated with the Leased Premises.

**Section 7.4 Entry by Landlord.** Tenant agrees that after 4 hours-notice to Tenant, Landlord, its agents, or representatives, shall at all reasonable times have reasonable access to the Leased Premises for the purpose of examining and inspecting the condition of the same, or for making repairs or exercising any right or power reserved to Landlord under the terms of this Lease. Landlord shall also have the right upon reasonable notice to Tenant and agreement upon times to enter upon the Leased Premises for the purpose of exhibiting the Leased Premises to prospective purchasers.

If there is another COVID outbreak, LuciGold Hygeia could keep business running because of the tables and ventilation system in place. If LuciGold decides to move forward with ventilation systems and/or bar rails, Landlord shall have the right to enter upon and exhibit the Leased Premises to show the LuciGold Hygeia ventilation tables and/or bar rails to interested parties, and to show prospective tenants upon reasonable notice and agreement on times. Notwithstanding the foregoing, Landlord agrees not to unreasonably interfere with Tenant's business.

**Section 7.5 Trash Removal.** Tenant shall keep in a safe, secure and sanitary condition all trash and rubbish temporarily stored at the Leased Premises and shall be responsible for the dispose of the same. Tenant, at their expense, shall have a dumpster dropped on the right side of the garage for all trash and rubbish.

## **ARTICLE 8. SUBORDINATION AND ESTOPPEL CERTIFICATES.**

**Section 8.1 Subordination.** Tenant agrees to subordinate this Lease to any mortgage, trust deed, or other encumbrance in the nature of a mortgage which may hereafter be placed on the Leased Premises, provided that such mortgage, trust deed, or other encumbrance shall assure to Tenant, in writing, its successors and assigns, the right to freely, peaceably, and quietly occupy and enjoy the full possession and use of the Leased Premises, for the entire remaining term of the Lease, so long as Tenant shall not be in default of this Lease as defined in the Article 12.

**Section 8.2 Estoppel Certificate.** Landlord and Tenant agree at any time, within ten (10) days of the other's written request, to execute, acknowledge, and deliver a written statement certifying to the other and such other person or persons identified: (i) the date of commencement of this Lease; (ii) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications within); (iii) the dates to which all rents and other charges have been paid in advance, if any; and (iv) that to the best of their knowledge, information, and belief, there are no known existing defaults under this Lease by either Landlord or Tenant except as specified in said statement. Landlord and Tenant intend that any such statement delivered pursuant to this item may be relied upon by a prospective purchaser or mortgagee of the fee of the Leased Premises or the business assets of Tenant.

#### **ARTICLE 9. SURRENDER AT END OF TERM.**

**Section 9.1 Surrender.** Tenant shall quit and surrender the Leased Premises at the expiration or earlier termination of the term together with all installations, alterations, additions, and improvements, except that Tenant's trade fixtures, furniture, and equipment shall remain Tenant's property, in as good condition as reasonable use will permit, reasonable wear and tear, changes and alterations authorized under this Lease, loss and damage by fire or other casualty excepted.

**Section 9.2 Holdover.** If Tenant should hold over after the term of this Lease with the consent of the Landlord, the Tenant shall be deemed to be holding over from month-to-month and shall not be deemed to have extended the term of, or have renewed this Lease, but in all other respects such holding over shall be governed by the terms and conditions hereof except that Tenant shall pay a monthly rental sum equal to the monthly sum for the preceding year, plus 5% of the previous years' annual rent.

#### **ARTICLE 10. DEFAULT; REMEDIES**

**Section 10.1 Tenant's Default.** Tenant covenants and agrees that a default or breach of this Lease shall occur and be deemed to exist if:

- i. Tenant shall fail, neglect, or refuse to pay any installment of Rent within five (5) days from the date that the same becomes due and payable per the terms hereof and said rent remains unpaid for a period of seven (7) days after written notice of such default has been given by the Landlord to the Tenant and the Tenant's Lender identified herein. Rent is due on the first day of every month with a three (3) day grace period. There is a \$50/day late fee after the three (3) day grace period;



- i. Tenant shall fail, neglect, or refuse to perform any other material provision, term, condition, covenant, or undertaking of this Lease to be observed and performed by Tenant where such failure continues for fifteen (15) days after receipt of written notice thereof from Landlord to Tenant and to Tenant's Lender specifying the nature of default; provided, however, that if the nature of the default is such that the same cannot be reasonably cured within such fifteen (15) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion; or
- (iii) Tenant shall (a) admit in writing its inability to pay its debts, or shall make a general assignment for the benefit of creditors; or (b) Tenant shall commence any case, proceeding or other action seeking to have an order for relief entered on its behalf as debtor or to adjudicate it a bankrupt or insolvent or seek reorganization, arrangement, adjustment, liquidation, dissolution, or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors or seek appointment of a receiver, trustee, custodian, or other similar official for it or for all or any substantial part of its property; or (c) Tenant shall take any corporate action to authorize any of the actions set forth above; or (d) any case, proceeding, or other action against Tenant shall be commenced seeking to have an order for relief entered against it as debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution, or composition of it or its debts under any legally enforceable law relating to bankruptcy, insolvency, reorganization or relief of a receiver, trustee, custodian, or other similar official for it or for all or any substantial part of its property, and such case, proceeding, or other action results in the entry of an order for relief against it which is not fully stayed within thirty (30) days after the entry thereof or shall remain undismissed for a period of forty-five (45) days or the attachment, execution or levy against, or other judicial seizure of substantially all of Tenant's interest in this Lease (unless the same is discharged within thirty (30) days after issuance thereof).

Tenant's Lender's Right to Cure. If after receipt of any of the notices specified above, the Tenant's Lender shall have the right, but not the obligation, to cure any default specified therein on behalf of the Tenant and at its sole discretion, assume this Lease as Tenant hereunder.

#### **ARTICLE 11. QUIET ENJOYMENT.**

Tenant, upon paying the Rent provided for herein and observing and performing all of the provisions of this Lease to be observed and performed by Tenant within applicable grace periods, shall quietly hold, occupy and enjoy the Leased Premises and all of the rights relating thereto during the term, without hindrance or molestation by Landlord or any party claiming by, under or through Landlord.

#### **ARTICLE 12. ENVIRONMENTAL.**

**Section 12.1 Environmental Laws and Regulations.** Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements of the town, county, state, federal, and other

applicable governmental authorities now in force or which may hereafter be in force pertaining to the Leased Premises, and shall faithfully observe in the use of the Leased Premises all "Environmental Laws and Regulations" (hereinafter defined) which are now in force or which may hereafter be in force. For purposes of this Lease, the term "Environmental Laws and Regulations" shall mean all federal, state, or local laws, ordinances, or regulations relating to environmental conditions and/or the use of hazardous materials on, within, or under the Premises, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. section 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. section 1251, et seq., the Clean Air Act, 42 U.S.C. section 7401, et seq., the Toxic Substances Control Act, 15 U.S.C. section 2601 through 2629, the Safe Drinking Water Act, 42 U.S.C. section 300f through 300j, or any similar state or local laws or ordinances and the regulations now or hereafter adopted, published, and/or promulgated pursuant thereto.

**Section 12.2 Notifications.** Tenant agrees, within fifteen (15) business days following receipt thereof, to provide Landlord with a copy of (i) any notice from any local, state, or federal governmental authority of any violation or administrative or judicial order or complaint having been filed against the Leased Premises alleging any violation of any local, state, or federal Environmental Laws or Regulations; (ii) any inquiry, investigation, enforcement, clean-up, removal, or other governmental or regulatory actions instituted or threatened against the Leased Premises; (iii) any release of Hazardous Materials on or about the Leased Premises which Tenant knows of or reasonably believes may have occurred, or (iv) any notices from a federal, state, or local governmental agency or private party alleging that Tenant may be liable or responsible for cleanup, remediation, removal, restoration, or other response costs in connection with Hazardous Materials on or in the Leased Premises or the soil or ground water under the Leased Premises or any damages caused by such release.

**Section 12.3 Indemnification.** Tenant shall indemnify, protect, defend (with Counsel as selected by Landlord), and hold Landlord, its agents, employees, and lenders harmless from and against any damages, liabilities, judgments, costs, claims, liens, expenses, penalties, permits, and attorneys and consultant's fees which arise out of or involve the use, storage, distribution, transportation, and/or disposal of any Hazardous Materials brought onto the Leased Premises by or for Tenant. Tenant's obligations under this Article shall include, but not be limited to, the effects of any contamination or injury to person, property, or the environment incurred or suffered by Landlord, and the cost of investigation (including reasonable and necessary consultant's and reasonable attorney's fees, etc.), removal, remediation, restoration, and/or abatement thereof, or of any contamination therein involved.

Notwithstanding anything contained in this Lease to the contrary, Tenant shall not be responsible for any environmental condition(s) which existed prior to the commencement of this Lease, whether or not such condition is now known and Landlord shall remove from the Leased Premises prior to Tenant's taking possession thereof, all Hazardous Materials.

**Section 12.4 Inspection of Premises.** Landlord and its employees, representatives, and agents shall have reasonable access to the Leased Premises in order to conduct periodic environmental inspections of the Leased Premises.



**Section 12.5 Remediation.** If any activities undertaken by Tenant or Tenant's agents result in contamination of the Leased Premises or the soil or ground water thereunder, Tenant shall promptly take all actions, at its sole expense and without abatement of rent, as are necessary to return the affected portion of the Leased Premises to a condition similar to that which existed prior to the introduction of the contaminating Hazardous Materials. All such remedial work, if any, shall be performed in compliance with all applicable laws, ordinances, and regulations and in such a manner as to minimize any interference with the use of the Leased Premises.

**Section 12.6 Surrender of Premises.** Upon Tenant vacating the Leased Premises, whether voluntarily or otherwise, Tenant shall perform, at its sole cost and expense, any required clean-up or remedial work which is necessary to remove, mitigate, or remediate any Hazardous Materials contamination of the Leased Premises in connection with Tenant's occupancy thereof. Prior to surrendering possession of the Leased Premises, Tenant shall also remove any personal property, equipment, fixture(s) (except for any fixture(s) installed by Landlord) which are located on or about the Leased Premises and are contaminated by Hazardous Materials.

#### **ARTICLE 13. PAYMENT; NOTICE**

All rent or other payments due hereunder shall be paid by mailing on or before the due date a check by regular mail, postage prepaid, and all notices and other communications shall be in writing and shall be deemed given and delivered, if mailed, three (3) days after mailed by registered or certified mail, postage and registration or certification charges prepaid, or if sent by a national overnight courier which maintains delivery records, the next business day following delivery to such courier, addressed to the respective addresses set forth in the first paragraph hereof, except that any party may by written notice to the other designate another address which shall thereupon become the effective address of such party for the purposes of this Section.

#### **ARTICLE 14. EXECUTION.**

**Section 14.1 Authority to Bind.** This Lease shall not be binding upon Landlord and Tenant until signed by said parties. All proposals, inducements, negotiations, and representations, oral or otherwise, with reference to the matters covered by this Lease are merged in this instrument, and no amendment or modification hereof shall be valid unless evidenced by a writing signed by the parties. Employees of Landlord have no authority to make or agree to make a Lease. This Lease and any changes or modifications thereof shall only be binding and effective when signed by said parties.

**Section 14.2 Contingency.** This Lease is contingent upon the Tenant receiving liquor and common victualer licenses.

If the application for a liquor license is denied due to town restrictions, the contract is null and void. If the application for a liquor license is denied due to the CORI Report, the tenant is still obligated to move forward under the terms of the lease.

#### **ARTICLE 15. MISCELLANEOUS.**

**Section 15.1 Successors.** This Lease shall be binding upon and inure to the benefit of the respective parties, their heirs, administrators, executors, legal representatives, successors, and assigns.

**Section 15.2 Waiver.** No waiver by either party of any default or breach of any covenant by the other party hereunder shall be implied from any omission by the non-defaulting party to take action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the waiver and then said waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term, or condition contained herein by a party shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. No waiver by a party of any provision under this Lease shall be effective unless in writing and signed by both parties.

**Section 15.3 Force Majeure.** Whenever a period of time is herein prescribed for action to be taken by either party, that party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, government laws, regulations, pandemics, or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of that party.

**Section 15.4 Captions and Definitions.** The descriptive headings of this Lease are inserted for convenience and reference only and do not constitute a part of this Agreement. Words and phrases used in the singular shall be deemed to include the plural and vice versa, and nouns and pronouns used in any particular gender shall be deemed to include any other gender.

**Section 15.5 Time.** Time is of the essence in each and every obligation, duty, covenant, and requirement of this Lease.

**Section 15.6 Severability.** If any provisions of this Lease or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, the remaining provisions of this Lease and the application thereof shall remain in full force and effect and shall not be affected, impaired, or invalidated.

**Section 15.7 Law and Jurisdiction.** This Lease shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Any action commenced hereunder shall be done so within the applicable Courts of the Commonwealth of Massachusetts (Bristol County).

**Section 15.8 Entire Agreement.** This Lease and the exhibit attached hereto sets forth all the covenants, agreements, conditions, and understandings between Landlord and Tenant concerning the Leased Premises, and there are no covenants, agreements, conditions, or understandings, either oral or written, between Landlord and Tenant other than as set forth herein. No alteration, amendment, change or addition to this Lease shall be binding upon Landlord and Tenant unless in writing and signed by both Landlord and Tenant.

**Section 15.9 Legal Fees.** In the event that either party commences an action in the Courts of the Commonwealth so as to enforce any provision of this Lease, the prevailing party shall be entitled to recover all costs associated therewith, inclusive of reasonable attorney's fees.

**Section 15.10. Number and Gender.** Whenever the singular number is used in this Lease and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporation, firm or association.

**Section 15.11. Paragraph Headings.** The titles to the Articles/Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

**Section 15.12. Parking.** Parking will be provided upon a first come first serve basis in compliance with all town, state, and federal statutes and regulations. Tenant shall be allowed to use parking on the right side of the property along the fence only. Landlord shall have the exclusive use of the area on the left side of the Premises for private parking and private yard area. Landlord needs access at all times to existing garage.

**Section 15.13 Fire Monitoring and Suppression.** Tenant shall be responsible for the maintenance (inclusive of any fees/costs associated therewith) relating to the fire suppression system currently existing on the premises. Both the fire monitoring and fire suppression systems shall be maintained by the Tenant such that the Leased Premises complies with all applicable federal, state and local laws, rules and/or regulations.

**Section 15.14 Smoking.** Smoking is not permitted anywhere within the property, in the Leased Premises or the Building except outside in a specified area only. Per town laws the smoking area must be fenced. Fencing to surround the smoking area is to be installed and paid for by the tenant.

**Section 15.15 Subcontractors.** Landlord shall approve all subcontractors that Tenant desires to hire. This includes all subcontractors hired for installation of trade fixtures, equipment and furniture, installation of signs, utility repairs and maintenance, and any other work during the term of the Lease.

IN WITNESS WHEREOF, the parties have caused this Lease to be duly executed as a sealed instrument as of the day and year first above written.

**LANDLORD:**

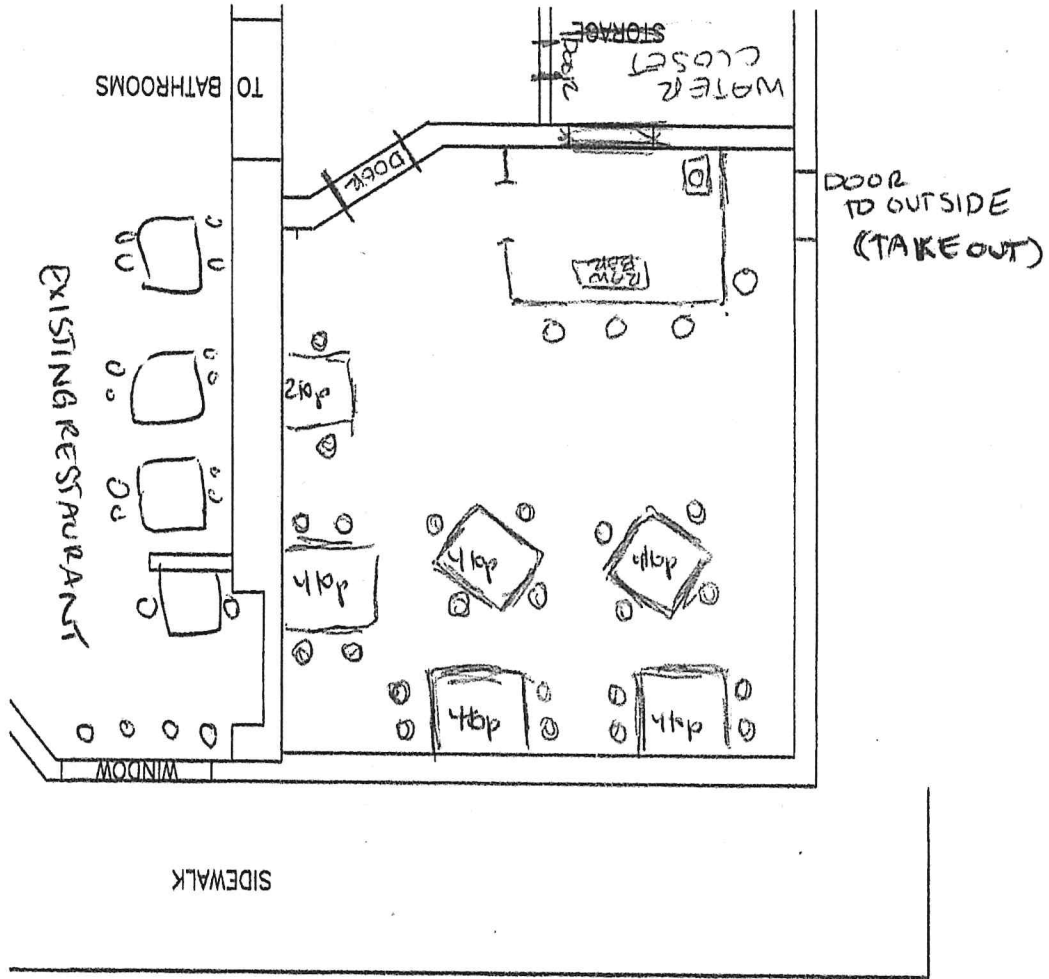
PETER J. LUCIANI, JR.

BY: PETER J. LUCIANI, JR.

**TENANT(S):**

BBAY149 LLC and JENNIFER REID

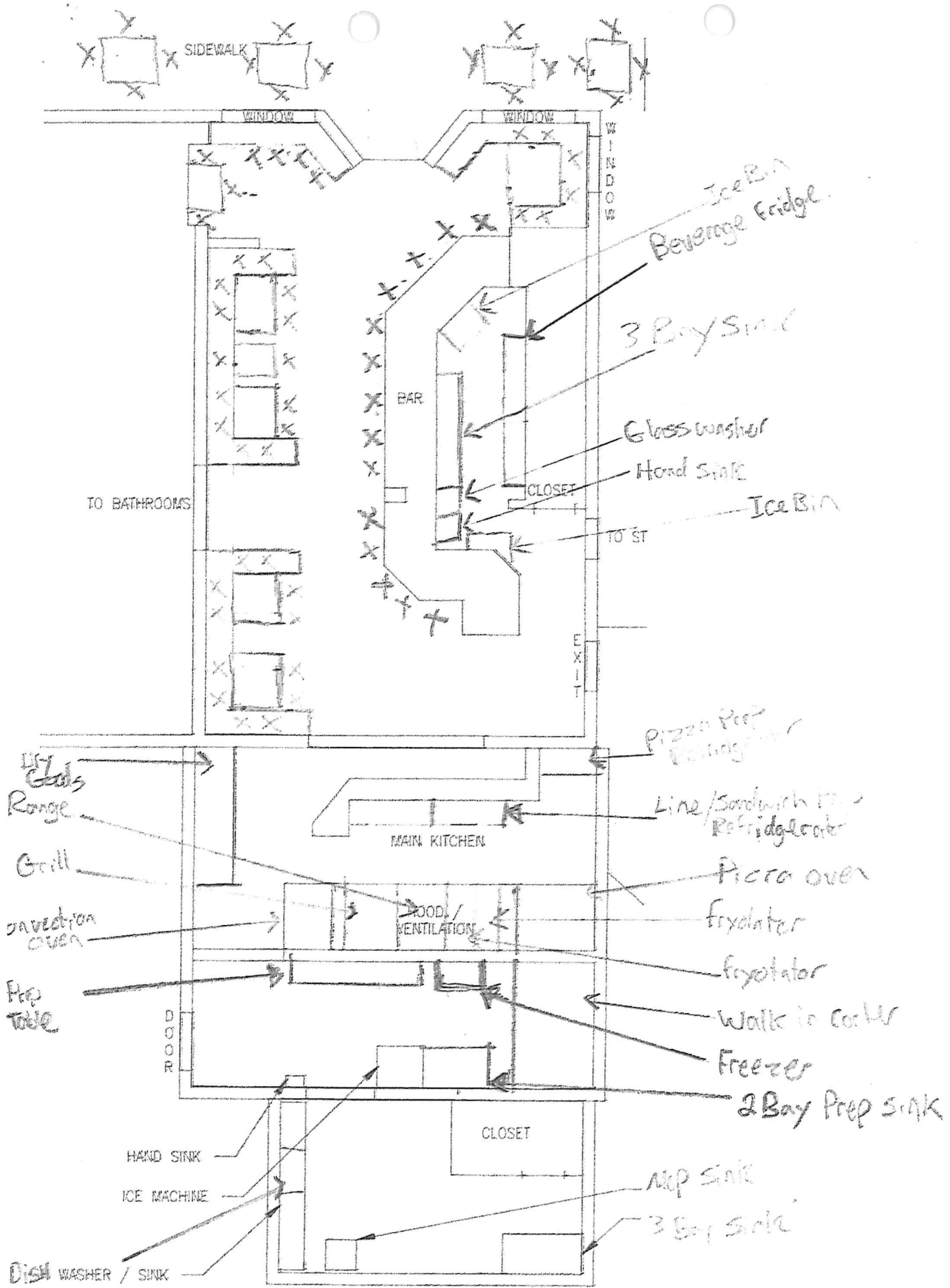
BY:



|     |         |             |
|-----|---------|-------------|
| REV | DATE    | DESCRIPTION |
| A   | 8/15/21 | LAW         |

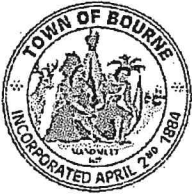
[illegible]

SITE.



SITE PLAN

1"=5'-0" (FL)



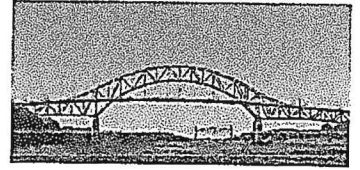
## TOWN OF BOURNE

Board of Assessors

24 Perry Avenue

Buzzards Bay, MA 02532

(508) 759-0600 Ext. 1510 ♦ Fax (508) 759-8026



Michael Leitzel, Chairperson  
Ellen Doyle Sullivan, Clerk  
Donna Barakauskas, Member

Rui Pereira, MAA  
Director of Assessing

May 13, 2022

Jennifer Reid  
149 Main St.  
Buzzards Bay, MA 02532

Reference: Abutters List for Map 23.2 Parcel 95  
Subject Property: 145 Main Street

Pursuant to the provisions of Massachusetts General Laws Chapter 138, Section 15A, as amended, this is to certify that the enclosed list of names and addresses constitutes all of the abutters of the premise, including schools, churches and hospitals within 500 feet of the subject property on the most recent tax list of the Town of Bourne. The purpose of the abutters list is for an application of a Liquor License from the Board of Selectmen.

Abutting properties are: Map 23.2 Parcels 94, 96, 102 & 145.

Your payment of \$10.00 has been received by the Assessor's Office.

**Please be advised that this abutters list is only good for 30 days from the date on this letter. Expired abutters list can be recertified for an additional filing fee.**

See enclosed Data Base Inquiry Forms for abutters mailing addresses.

Board of Assessors

List Enclosed

*Ellen Doyle Sullivan -  
Donna Barakauskas  
Michael Leitzel*



Extract: ABUTTERS LIST  
Database: LIVE  
Filter: Key IN 4616,4617,4619,4626,4671  
Sort:

Report #24: Owner Listing Report  
Fiscal Year 2023

Bourne MA

| Key           | Parcel ID  | Owner      | Location    | LC/CI | Bk/Pct(Cert) /DI | Mailing Street | Mailing City | ST         | Zip Cdt/County |  |
|---------------|------------|------------|-------------|-------|------------------|----------------|--------------|------------|----------------|--|
| 4616          | 23.2-94-1  | [REDACTED] | 141 MAIN ST | N     | 00328/0545       | [REDACTED]     | [REDACTED]   | [REDACTED] | [REDACTED]     |  |
| 4617          | 23.2-94-2  |            |             | 9600  |                  |                |              |            |                |  |
| 4619          | 23.2-96-0  |            | 141 MAIN ST | N     | 00328/0545       |                |              |            |                |  |
|               |            |            |             | 9610  |                  |                |              |            |                |  |
| 4626          | 23.2-102-0 |            | 151 MAIN ST | N     | 26135/275        |                |              |            |                |  |
|               |            | [REDACTED] |             | 1090  | 3/7/2012         | [REDACTED]     | [REDACTED]   | [REDACTED] | [REDACTED]     |  |
| 4671          | 23.2-145-0 |            | 165 MAIN ST | N     | 2275/50          |                |              |            |                |  |
|               |            |            |             | 9600  | 12/12/1975       |                |              |            |                |  |
|               |            |            | 140 MAIN ST | N     | 31827/92         | [REDACTED]     | [REDACTED]   | [REDACTED] | [REDACTED]     |  |
|               |            |            |             | 3250  | 2/8/2019         |                |              |            |                |  |
| Total Records |            | 5          |             |       |                  |                |              |            |                |  |

MORRIS WOHL ERICH of Monument Beach, who was known on the Upper Cape as both a singer and an accountant, died April 17 at the age of 63.

He was the son of Israel and Cila Erlich, survivors of the Holocaust. He grew up in Brooklyn, New York, where he lived until he came to Cape Cod in 1990.

While in Brooklyn, he formed and sang bass in an a cappella group named the Tribos. The group was featured on the Don K. Reed radio show in 1990. On the Cape, Mr. Erlich had Street Dreams, Avenue X and Resouled.

He participated in "The Event In the Tent," a week of free live music featuring a different genre of music each night, that was presented by the Cotuit Center for the Arts in conjunction with Mashpee Commons in July 2002. Mr. Erlich performed with Resouled in the gospel and R&B program, with members singing a cappella, "The Gospel According to Sam Cooke," music from the early 1950s.

He also sang for a time with the Five Discs, in Brooklyn and California. More recently, Mr. Erlich performed at The Chart Room in Cataumet, as well as at Jacks Restaurant & Bar and The Quarterdeck restaurant, both in Falmouth. Because his voice was similar to Neil Diamond's, a fellow singer dubbed him "Moe Diamond."

An accountant and tax preparer, he worked from his home office in Monument Beach. He also volunteered with the Bourne Police Department as a crew member for its live call-in

pated in Bourne Summer Family Theater and in 2001 portrayed the Rabbi in the troupe's production of "Fiddler on the Roof." He leaves his son, Michael Erlich; the mother of his son, Mary Ann Coelho; his longtime partner, Janet Baczuk; two sisters; two nieces and four nephews; and other family.

#### Charles P. Colbath Jr.

Charles Percy Colbath Jr., 99, of Osterville died May 8. He leaves family in Bourne and Falmouth.

He was the husband of Barbara (Riordan) Colbath. They were married for 76 years.

Born in Ashland, Maine, he was the son of Charles Percy and Mary Margaret (Flinn) Colbath. Mr. Colbath was a recognized expert of the Ford Model A and was an active member of the Cape Cod Model A Club.

He also was a lifelong member of the Teamsters Union.

Besides his wife, he leaves eight children, Barbara McPherson of Leesburg, Florida, Charlene Carr of Bend, Oregon, Debra Bergevine of Centerville, Robert Dale Colbath of Bourne, Charles Colbath of Elmira, Oregon, Denis Colbath of Osterville, Christopher Colbath of Osterville and Mary Lee of Pembroke; four siblings, Alfred Colbath of Lady Lake, Florida, Terrance D. Colbath of Falmouth, Mary Lou O'Brien of Framingham; 14 grandchildren and 16 great-grandchildren; and extended family.

A memorial service is planned for later in the year.

#### Other Obituaries

The following residents, former residents or family of residents of Falmouth, Mashpee and Sandwich recently died. Visit capenews.net to read the complete obituary news stories.

Eugene A. Ash Jr., 75, of West Chester, Pennsylvania, died April 22.

Robert L. Beaulieu, 80, of Arcadia, Florida, died April 29.

Theresa P. Herman, 84, of Mashpee died May 7.

John E. Martin, 89, of Falmouth died May 6.

Patrick E. McCarthy, 93, of

Sandwich died May 4.

Mary S. Mulloy, 91, of McLean, Virginia, died May 6.

Leroy S. Peterson, 90, of North Falmouth died April 19.

Jean H. Pierce, 94, of Woods Hole and Boca Grande, Florida, died May 6.

Paul N. Robillard, 74, of Mashpee died May 9.

Edward T. VanKeuren, 83, of East Falmouth died April 26.

Donald E. White, 86, of East Falmouth died May 5.

Louise T. Williams, 85, of East Falmouth died May 4.



GENE M. MARCHAND/ENTERPRISE

Massachusetts Governor Charlie Baker talks to Massachusetts Maritime Academy faculty and cadets at the campus on Tuesday about new legislation that proposes nearly \$970 million for investments to support revitalizing the commonwealth's downtowns and communities, including \$318 million in American Rescue Plan Act (ARPA) funding and \$650 million in bond authorization. This also ties into workforce development and the work MMA has been doing to prepare a well-trained offshore wind workforce.

## Ice Cream Shop Issued Permit For Commons Location

By MACKENZIE RYAN

Don D. Myers, owner and operator of Whistle Stop Ice Cream Shop in Monument Beach, is opening a new location in Mashpee Commons.

Mr. Myers is also a Mashpee School Committee member.

The new ice cream shop was unanimously awarded a food establishment permit at the Mashpee Board of Health meeting last Thursday. Health Agent Glen E. Harrington said the proposed establishment had already submitted several required applications with no issues and has been issued a building permit.

The shop will be taking over the location of Washashore Bakery, which had been in that location for more than five years.

Mr. Myers and his wife

purchased Whistle Stop Ice Cream Shop three years ago and are now looking to expand their business. The hope, Mr. Myers said during the meeting, is to have the ice cream shop open by June 1.

"We are a little different than the ice cream places that are around here, as we are not a seasonal business. We are a year-round business," Mr. Myers said, adding they close the Monument Beach location for the month of February.

Mr. Myers anticipates the Mashpee location will be open year-round based on the amount of foot traffic in the area.

The shop will carry hard ice cream selections. However, due to the size of the space, he said there will be minimal room within the establishment for patrons to enjoy their treats.



GENE M. MARCHAND/ENTERPRISE

The future location of Whistle Stop Ice Cream at 14 Central Square in Mashpee Commons

## Extortion, Bribery

By SAM DRYSDALE

The trial of former Mashpee Wampanoag Tribe chairman Cedric Cromwell concluded last Thursday. The jury found Mr. Cromwell guilty on six counts of extortion and bribery.

Mr. Cromwell was tried in US District Court in Boston along with co-defendant David L. DeQuattro, the director of a Rhode Island architecture firm that was contracted by the tribe to work on plans for the proposed tribe-owned First Light Resort and Casino in Taunton.

Government prosecutors said Mr. Cromwell used his position and influence as chairman of the tribe and president of the Mashpee Wampanoag Gaming Authority—which oversaw the development of First Light Resort and Casino—to solicit and accept payments from Mr. DeQuattro's company in exchange for favorable action in their contract.

The jury found Mr. Cromwell guilty on two counts of bribery concerning programs receiving federal funds: one count of conspiracy to commit extortion; and three counts of extortion, according to the jury verdict released March 5.

On the bribery counts, the jury found Mr. Cromwell corruptly solicited and accepted a Bowflex Revolution home gym valued at \$1,700 and a \$1,849 stay at the Seaport Boston Hotel from RBG, Mr. DeQuattro's company.

Mr. Cromwell was found not guilty on one count of extortion and one count of conspiracy to commit federal programs bribery.

Mr. DeQuattro was found not guilty on one count of conspiracy to commit federal programs bribery and bribery concerning programs receiving federal

funds. He was found guilty of one count of bribery concerning programs receiving federal funds.

A sentencing hearing is scheduled for Friday, September 9, at 10 AM at the district court in Boston.

Current chairman of the Mashpee Wampanoag Tribe Brian M. Weeden shared a message about the conclusion of the case on the tribe's Facebook page.

"I think we are all disappointed in Cedric. We're disappointed that he abused the trust we placed in him as an elected official of our Tribal Nation," he wrote. "We're disappointed that he represents an unfortunate chapter in our history and that it detracted from the great work we are doing socially, culturally and politically to support our people."

Mr. Weeden added that the tribe is looking forward to putting the case behind them and is looking forward to the future.



ENTERPRISE FILE PHOTOGRAPH BY GENE M. MARCHAND

Former Wampanoag Tribal Council chairman Cedric Cromwell

## LEGAL NOTICES

### NOTICE TOWN OF BOURNE LIQUOR HEARING

Notice is hereby given in accordance with Massachusetts General Laws Chapter 138, Section 12 that application has been received from PWB Enterprises, Inc. d/b/a Tuk Tuk Thai Food, Peter Blake, Manager, 254 Shore Road, Monument Beach, MA 02553 to transfer his Year Round Common Victualer License for the sale of Wine and Malt Beverages to be drunk on the premises to PWB Enterprises, Inc. d/b/a Tuk Tuk Thai Food, Peter Blake, Manager, 808 MacArthur Boulevard, Pocasset, MA 02559. Description of premises: 1540 sq. ft. restaurant, single floor, diner style. One dining room, large kitchen, six 4-person booths, up to eight 2-person tables. Outdoor seating area 25' x 75' roped off for security. Cellar used for storage. There are 3 bathrooms, male, female and handicapped. A hearing will be held at the Bourne Veterans' Memorial Community Center, 239 Main Street, Buzzards Bay, on Tuesday, May 24, 2022 at 7:05 p.m.

BOARD OF SELECTMEN  
Peter J. Meier  
Judith MacLeod Froman  
George G. Slade, Jr.  
Jared P. MacDonald  
Mary Jane Mastrangelo

May 13, 2022

### LEGAL NOTICE NOTICE OF PUBLIC SALE

Notice is hereby given by Thomas Auto Body Shop, Inc. of 15 Fort Hill Street, Hingham, MA, pursuant to the provisions of Mass G.L.c. 255, Section 39A, that they will sell the following vehicles on or after May 21, 2022 beginning at

10:00 a.m. by public or private sale to satisfy their garage keeper's lien for towing, storage, and notices of sale:

1. 2014 Ford Explorer VIN 1FM5K8GT0E- GA35646

2. 2019 Honda Accord VIN 1HGCV1F- 36KA033699

Signed:  
John J. Thomas  
Thomas Auto Body Shop, Inc.

May 6, 13, 20, 2022

### NOTICE TOWN OF BOURNE LIQUOR HEARING

Notice is hereby given in accordance with Massachusetts General Laws Chapter 138, Section 12 that application has been received from BBay149LLC d/b/a Rod and Rail, Jennifer Reid, Mgr. to amend her Year Round Common Victualer License for the sale of All Kinds of Alcoholic Beverages to be drunk on the premises to include additional dining room. Description of premises: 1 floor consisting of 8 rooms; 2 dining room and bar area, kitchen, dishwashing room, prep room, office, storage room and men's and ladies restrooms. Outside dining in an 8' x 45' fenced in patio front of building. 4 entrances and 4 exits. A hearing will be held at the Bourne Veterans' Memorial Community Center, 239 Main Street, Buzzards Bay, on Tuesday, May 24, 2022 at 7:05 p.m.

BOARD OF SELECTMEN  
Peter J. Meier  
Judith MacLeod Froman  
George G. Slade, Jr.  
Jared P. MacDonald  
Mary Jane Mastrangelo

May 13, 2022

To Subscribe Call 508-299-8379

### NICKERSON - BOURNE FUNERAL HOMES



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HEARING**

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For more information, write to Tyler Amaral tamaral@capenews.net or telephone *The Enterprise* at 508-299-8379.

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## MBL Falmouth FORUM

THE UNIVERSITY OF CHICAGO  
MARINE BIOLOGICAL  
LABORATORY

"The Third Chapter:  
Looking Back and Giving Forward"

**Friday, May 20**



**Sara Lawrence-Lightfoot**  
Author, Professor, MacArthur  
Prize-Winning Sociologist

**7:30 PM**  
Cornelia Clapp Auditorium  
7 MBL St. | Woods Hole



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**NOTICE  
TOWN OF BOURNE  
LIQUOR HEARING**

Notice is hereby given in accordance with Massachusetts General Laws Chapter 138, Section 12 that application has been received from B5ay149LLC d/b/a Rod and Rail, Jennifer Reid, Mgr. to amend her Year Round Common Victualer License for the sale of All Kinds of Alcoholic Beverages to be drunk on the premises to include additional dining room. Description of premises: 1 floor consisting of 8 rooms: 2 dining room and bar area, kitchen, dishwashing room, prep room, office, storage room and men's and ladies restrooms. Outside dining in an 8' x 45' fenced in patio front of building. 4 entrances and 4 exits. A hearing will be held at the Bourne Veterans' Memorial Community Center, 239 Main Street, Buzzards Bay, on Tuesday, May 24, 2022 at 7:05 p.m.

BOARD OF SELECTMEN  
Peter J. Meier  
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Jared P. MacDonald  
Mary Jane Mastrangelo

May 13, 2022



# TOWN OF BOURNE

## Board of Selectmen

24 Perry Avenue – Room 101  
Buzzards Bay, MA 02532-3496  
www.townofbourne.com

Phone: 508-759-0600 x1503  
Fax: 508-759-0420



### APPLICATION FOR THE USE OF TOWN PROPERTY

Individual/Organization Girl Scout Troop 60037

Address (mailing) 22 Harlaw Farm Rd  
Sagamore Beach, MA 02802

Home/Business Address [REDACTED]

Home Telephone # [REDACTED]

Business Telephone # \_\_\_\_\_

Contact Person Denise Cirillo or Farrah McWilliams

Email address: [REDACTED]

I (we) request the use of the following town owned property:

Name: Sagamore Beach Fire Station

Location: \_\_\_\_\_

Purpose: \*\*\* car wash

\*\*\*Please indicate if a tent will be used or food served/available at event\*\*\*

Date(s) 11-18-22

Time(s)  
From 9:45 (time first person will arrive)

To 12:00 (time last person will leave)

From \_\_\_\_\_ (time first person will arrive)

To \_\_\_\_\_ (time last person will leave)

(PLEASE COMPLETE THE REVERSE SIDE OF THIS FORM)

I (we) agree to pay the Town of Bourne a fee, if required, for use of such facilities

Estimated Attendance \_\_\_\_\_

Will the affair be policed? Yes \_\_\_\_\_ No ☒

Will admission be charged: Yes ☒ No \_\_\_\_\_

Signed Denise Cirillo

Identification Presented \_\_\_\_\_

### HOLD HARMLESS AGREEMENT

It is agreed by Girl Scout Troop 62037  
Hereinafter called the Organization, that the Town of Bourne be absolved of any and all liability brought about by actions of the participants and/or patrons of the organization while using the facilities of the Town of Bourne for the purpose of

It is further agreed that the Organization accepts responsibility for any and all damages caused by the participants and/or patrons of the Organization that are determined to be above and beyond what is considered normal wear and tear of the facilities.

Signature of Organization Denise Cirillo

Printed Name Denise Cirillo or Farrah McWilliams

Title Troop Leaders Dated 5-17-22

\*\*\*\*\*

### FOR TOWN ADMINISTRATOR'S USE ONLY

Estimated Facility Costs \_\_\_\_\_

Total Estimated Costs \_\_\_\_\_

APPROVED \_\_\_\_\_ NOT APPROVED \_\_\_\_\_

Town Administrator

Marlene V. McCollem  
Town Administrator

Approval is contingent upon your acceptance of the estimated costs as listed above. If for any reason, you no longer wish to use our facility, please contact us immediately.



**Town of Bourne**  
**Interdepartmental Advisory Form**



|  |   |
|--|---|
| <b>Start Date:</b>   | 5/17/2022   |
| <b>Owner/Applicant:</b>  | Girl Scout Troop 62037<br>22 Harlow Farm Road, Sagamore Beach<br>Denise Cirillo [REDACTED]            |
| <b>Project Location:</b>   | Sagamore Beach Fire Station   |
| <b>Nature of Request:</b>  | 6.18.22<br>9:45am-12pm<br>Car Wash to raise funds for the troop                                       |
| <b>Liability Insurance<br/>Naming Town of<br/>Bourne as<br/>Additional Insured</b> | Has applicant provided insurance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

|             |     |                |       |                  |  |
|-------------|-----|----------------|-------|------------------|--|
| <b>Map:</b> | 7.0 | <b>Parcel:</b> | 84.00 | <b>District:</b> |  |
|-------------|-----|----------------|-------|------------------|--|

☐ **Engineering:**

|                               |    |  |     |                  |     |                             |    |
|-------------------------------|----|--|-----|------------------|-----|-----------------------------|----|
| <b>Date of<br/>Recording:</b> |    | <b>Lot Area:</b>                       |     | <b>Frontage:</b> |     | <b>Zone:</b>                | B2 |
| <b>Resource<br/>District:</b> | no | <b>Town<br/>Road:</b>                  | yes | <b>Paved:</b>    | yes | <b>Contiguous<br/>Lots:</b> | no |
| <b>Flood Zone:</b>            | x  | <b>Within<br/>100' of<br/>Wetland:</b> | no  |                  |     |                             |    |

Owner:

Remarks:

5/17/2022  
Date

Timothy P Lydon  
Department Head

☐ **Planning Department/Planning Board:** ☒ **Concurs** ☐ **Does Not Concur**

Remarks:

5/17/2022  
Date

J. Copeland/ts  
Town Planner

☐ **Conservation Commission:** ☐ **Must File** ☐ **Determination** ☐ **Notice of Intent**  
☒ **Need not File**

Remarks:

5/17/2022  
Date

Stephanie M Fitch  
Conservation Agent

☐ **Board of Health:** ☒ **Concurs** ☐ **Does Not Concur**

Remarks:

5/17/2022

K.Shea

Date

Health Agent

☐ Building Inspector: ☒ Concur ☐ Does Not Concur

Remarks:

5/18/2022

Ken Murphy

Date

Building Inspector

☐ Sewer Commissioners: ☐ Approved ☐ Disapproved ☒ Not Under Sewer Jurisdiction

Remarks:

5/18/2022

Maria Simone/admin

Date

Department Head

☐ Town Collector: ☐ Outstanding Taxes ☒ Taxes Paid In Full

|    |    |        |    |    |        |    |    |        |
|----|----|--------|----|----|--------|----|----|--------|
| FY | RE | \$0.00 | FY | RE | \$0.00 | FY | RE | \$0.00 |
| FY | RE | \$0.00 | FY | RE | \$0.00 | FY | RE | \$0.00 |
| FY | RE | \$0.00 | FY | RE | \$0.00 | FY | RE | \$0.00 |

Remarks:

5/18/2022

Shelly R Murphy

Date

Town Collector

☐ Town Clerk:  
If not corporation has business certificate been issued? ☐ Yes ☐ No

Remarks: Not Applicable

5/17/2022

CCobb

Date

Clerk's Office

☐ Assessors:  
This individual has (have) completed the Form of List? ☐ Yes ☐ No

Remarks: na

5/20/2022

J Potter

Date

Assessors Office

☐ Department of Public Works: ☒ Approved ☐ Disapproved ☐ Not Under DPW Jurisdiction



Remarks:

5/17/2022

Date

Matthew Quinn

Department Head

☐ Department of Natural Resources: ☐ Approved ☐ Disapproved ☒ Not Under DNR Jurisdiction

Remarks:

5/17/2022

Date

Chris Southwood

Department Head

☐ Recreation Department: ☐ Concur ☐ Does Not Concur ☒ Not Under Jurisdiction

Remarks:

5/17/2022

Date

Krissanne M. Caron

Department Head

☐ Police Department: ☒ Concur ☐ Does Not Concur ☐ Not Under Police Jurisdiction

Remarks:

5/19/2022

Date

Lt. Brandon M. Esip

Department Head

☐ Fire Department: ☒ Concur ☐ Does Not Concur

Remarks:

5/17/2022

Date

David S. Pelonzi, Assistant Fire Chief

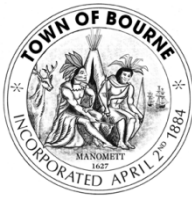
Department Head

☐ Town Administrator/Board of Selectmen: ☐ Concur ☐ Does Not Concur

Remarks:

Date

Town Administrator/Board of Selectmen Chairman



# TOWN OF BOURNE

## Board of Selectmen

24 Perry Avenue – Room 101  
Buzzards Bay, MA 02532-3496  
www.townofbourne.com

Phone: 508-759-0600 x1503  
Fax: 508-759-0420



### APPLICATION FOR THE USE OF TOWN PROPERTY

Individual/Organization Diane Woodside - Monument Beach Polar Club

Address (mailing) [REDACTED]

Home/Business Address \_\_\_\_\_

Home Telephone # \_\_\_\_\_

Business Telephone # 508.759.8904

Contact Person Diane Woodside

Email address: admin@bournerecreationauthority.com

I (we) request the use of the following town owned property:

Name: Monument Beach Parking Lot

Location: Shore road, Monument Beach, MA 02553

Purpose: \*\*\*parking a car (with a valid beach sticker) in the Marina portion of the lot where participants drive up, donate their food-stuffs, & then drive off.

\*\*\*Please indicate if a tent will be used or food served/available at event\*\*\*

Date(s) Sunday – June 26<sup>th</sup> 2022 \_\_\_\_\_

Time(s)

From 7:00 a.m. (time first person will arrive)

To 11:00 a.m. (time last person will leave)

From \_\_\_\_\_ (time first person will arrive)

To \_\_\_\_\_ (time last person will leave)

**\*\*\*\*\*Copy of Liability Insurance with town named as additional insured\*\*\*\*\***  
**(PLEASE COMPLETE THE REVERSE SIDE OF THIS FORM)**

I (we) agree to pay the Town of Bourne a fee, if required, for use of such facilities

Estimated Attendance \_\_\_\_\_

Will the affair be policed? Yes \_\_\_\_\_ No X

Will admission be charged: Yes \_\_\_\_\_ No X

Signed Diane Woodside

Identification Presented \_\_\_\_\_

### HOLD HARMLESS AGREEMENT

It is agreed by \_\_\_\_\_

Hereinafter called the Organization, that the Town of Bourne be absolved of any and all liability brought about by actions of the participants and/or patrons of the organization while using the facilities of the Town of Bourne for the purpose of

\_\_\_\_\_

It is further agreed that the Organization accepts responsibility for any and all damages caused by the participants and/or patrons of the Organization that are determined to be above and beyond what is considered normal wear and tear of the facilities.

Signature of Organization \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_ Dated \_\_\_\_\_

\*\*\*\*\*

### FOR TOWN ADMINISTRATOR'S USE ONLY

Estimated Facility Costs \_\_\_\_\_

Total Estimated Costs \_\_\_\_\_

APPROVED \_\_\_\_\_ NOT APPROVED \_\_\_\_\_

\_\_\_\_\_  
Town Administrator

\_\_\_\_\_  
Marlene V. McCollem  
Town Administrator

Approval is contingent upon your acceptance of the estimated costs as listed above. If for any reason, you no longer wish to use our facility, please contact us immediately.



**Town of Bourne**  
**Interdepartmental Advisory Form**



|  |   |
|--|---|
| <b>Start Date:</b>   | 5/6/2022  |
| <b>Owner/Applicant:</b>  | Annual Monument Beach Polar Club Annual Food Drive<br>Diane Woodside [REDACTED]   |
| <b>Project Location:</b>   | Monument Beach Beach Parking Lot  |
| <b>Nature of Request:</b>  | June 26, 2022<br>7:00 a.m. to 11:00 a.m.<br>This date signifies the approximate "half-way mark" to our Annual Polar Plunge, & includes: parking a car (with a valid beach sticker) in the Marina portion of the lot where participants drive up, donate their food-stuffs, & then drive off |
| <b>Liability Insurance Naming Town of Bourne as Additional Insured</b> | Has applicant provided insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No  |

|             |  |                |  |                  |  |
|-------------|--|----------------|--|------------------|--|
| <b>Map:</b> |  | <b>Parcel:</b> |  | <b>District:</b> |  |
|-------------|--|----------------|--|------------------|--|

☐ **Engineering:**

|                           |  |                                |  |                  |  |                         |  |
|---------------------------|--|--------------------------------|--|------------------|--|-------------------------|--|
| <b>Date of Recording:</b> |  | <b>Lot Area:</b>               |  | <b>Frontage:</b> |  | <b>Zone:</b>            |  |
| <b>Resource District:</b> |  | <b>Town Road:</b>              |  | <b>Paved:</b>    |  | <b>Contiguous Lots:</b> |  |
| <b>Flood Zone:</b>        |  | <b>Within 100' of Wetland:</b> |  |                  |  |                         |  |

**Owner:**

**Remarks:**

5/6/2022  
Date

Timothy P Lydon  
Department Head

☐ **Planning Department/Planning Board:** ☒ **Concurs** ☐ **Does Not Concur**

**Remarks:**

5/18/2022  
Date

Jennifer Copeland  
Town Planner

☐ **Conservation Commission:** ☐ **Must File** ☐ **Determination** ☐ **Notice of Intent**  
☒ **Need not File**

**Remarks:**

5/6/2022  
Date

Stephanie Fitch  
Conservation Agent

☐ **Board of Health:** ☒ **Concurs** ☐ **Does Not Concur**

Remarks:

5/17/2022

K.Shea

Date

Health Agent

☐ Building Inspector: ☒ Concurs ☐ Does Not Concur

Remarks:

5/18/2022

Ken Murphy

Date

Building Inspector

☐ Sewer Commissioners: ☐ Approved ☐ Disapproved ☒ Not Under Sewer Jurisdiction

Remarks:

5/16/2022

Maria Simone/admin

Date

Department Head

☐ Town Collector: ☐ Outstanding Taxes ☒ Taxes Paid In Full

|    |    |        |    |    |        |    |    |        |
|----|----|--------|----|----|--------|----|----|--------|
| FY | RE | \$0.00 | FY | RE | \$0.00 | FY | RE | \$0.00 |
| FY | RE | \$0.00 | FY | RE | \$0.00 | FY | RE | \$0.00 |
| FY | RE | \$0.00 | FY | RE | \$0.00 | FY | RE | \$0.00 |

Remarks:

5/6/2022

A Dastous

Date

Town Collector

☐ Town Clerk:  
If not corporation has business certificate been issued? ☐ Yes ☐ No

Remarks: Not Applicable

5/6/2022

CCobb

Date

Clerk's Office

☐ Assessors:  
This individual has (have) completed the Form of List? ☐ Yes ☐ No

Remarks: na

5/6/2022

J Potter

Date

Assessors Office

☐ Department of Public Works: ☒ Approved ☐ Disapproved ☐ Not Under DPW Jurisdiction

Remarks:

5/6/2022  
Date

Matthew Quinn  
Department Head

☐ Department of Natural Resources: ☒ Approved ☐ Disapproved ☐ Not Under DNR Jurisdiction

Remarks:

5/6/2022  
Date

Chris Southwood  
Department Head

☐ Recreation Department: ☐ Concurs ☐ Does Not Concur ☒ Not Under Jurisdiction

Remarks:

5/20/2022  
Date

Krissanne M. Caron  
Department Head

☐ Police Department: ☒ Concurs ☐ Does Not Concur ☐ Not Under Police Jurisdiction

Remarks:

5/17/2022  
Date

Lt. Brandon M. Esip  
Department Head

☐ Fire Department: ☒ Concurs ☐ Does Not Concur

Remarks:

5/6/2022  
Date

David S. Pelonzi, Assistant Chief  
Department Head

☐ Town Administrator/Board of Selectmen: ☐ Concurs ☐ Does Not Concur

Remarks:

Date

Town Administrator/Board of Selectmen Chairman



# TOWN OF BOURNE

## Board of Selectmen

24 Perry Avenue - Room 101  
Buzzards Bay, MA 02532-3496  
www.townofbourne.com



Phone: 508-759-0600 x1503  
Fax: 508-759-0420

### APPLICATION FOR THE USE OF TOWN PROPERTY

Individual/Organization MONUMENT BEACH CIVIC ASSOCIATES

Address (mailing) P.O. BOX 13

MONUMENT BEACH, MA 02553

Home/Business Address [REDACTED]

Home Telephone # [REDACTED]

Business Telephone # [REDACTED]

Contact Person BETH AGRILLO

Email address: [REDACTED]

I (we) request the use of the following town owned property:

Name: BOURNE FIRE STATION 2

Location: 14 THOMAS PHILBRICK RD. MONUMENT BEACH, MA  
02553

Purpose: \*\*\* ICE CREAM SOCIAL - VILLAGE EVENT

SERVING ICE CREAM PROVIDED BY THE WHISTLE STOP (HOPEFULLY!)

\*\*\*Please indicate if a tent will be used or food served/available at event\*\*\*

Date(s) 7/11/2022

Time(s)

From 4:00 PM (time first person will arrive)

To 8:00 PM + RESTORATION OF STATION (time last person will leave)  
OR UNTIL FULL CLEAN UP

From \_\_\_\_\_ (time first person will arrive)

To \_\_\_\_\_ (time last person will leave)

\*\*\*\*\*Copy of Liability Insurance with town named as additional insured\*\*\*\*\*

(PLEASE COMPLETE THE REVERSE SIDE OF THIS FORM)



I (we) agree to pay the Town of Bourne a fee, if required, for use of such facilities

Estimated Attendance APPROX 50 PEOPLE

Will the affair be policed? Yes ☐ No ☒

Will admission be charged: Yes ☐ No ☒

Signed Beth Aguillo

Identification Presented \_\_\_\_\_

### HOLD HARMLESS AGREEMENT

It is agreed by MONUMENT BEACH CIVIC ASSOCIATES  
Hereinafter called the Organization, that the Town of Bourne be absolved of any and all liability brought about by actions of the participants and/or patrons of the organization while using the facilities of the Town of Bourne for the purpose of

MBCA ICE CREAM SOCIAL

It is further agreed that the Organization accepts responsibility for any and all damages caused by the participants and/or patrons of the Organization that are determined to be above and beyond what is considered normal wear and tear of the facilities.

Signature of Organization Monument Beach Civic Assoc

Printed Name MONUMENT BEACH CIVIC ASSOCIATES

Title VICE PRESIDENT Dated 4/13/2022

\*\*\*\*\*

### FOR TOWN ADMINISTRATOR'S USE ONLY

Estimated Facility Costs \_\_\_\_\_

Total Estimated Costs \_\_\_\_\_

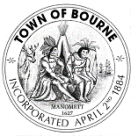
APPROVED \_\_\_\_\_ NOT APPROVED \_\_\_\_\_

\_\_\_\_\_

Town Administrator

Marlene V. McCollem  
Town Administrator

Approval is contingent upon your acceptance of the estimated costs as listed above. If for any reason, you no longer wish to use our facility, please contact us immediately.



**Town of Bourne**  
**Interdepartmental Advisory Form**



|  |  |
|--|--|
| <b>Start Date:</b>   | 4/14/2022  |
| <b>Owner/Applicant:</b>  | Monument Beach Civic Associates<br>Beth Agrillo [REDACTED]   |
| <b>Project Location:</b>   | Bourne Fire Station 2<br>14 Thomas Philbrick Rd, Monument Beach  |
| <b>Nature of Request:</b>  | 7/11/22<br>Ice Cream Social - Village Event<br>Serving ice cream provided by the Whistle Stop<br>4:00pm to 8:00pm (possibly a little longer for full clean up) |
| <b>Liability Insurance Naming Town of Bourne as Additional Insured</b> | Has applicant provided insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No   |

|             |      |                |       |                  |  |
|-------------|------|----------------|-------|------------------|--|
| <b>Map:</b> | 30.4 | <b>Parcel:</b> | 99.00 | <b>District:</b> |  |
|-------------|------|----------------|-------|------------------|--|

☐ **Engineering:**

|                           |    |                                |     |                  |     |                         |    |
|---------------------------|----|--------------------------------|-----|------------------|-----|-------------------------|----|
| <b>Date of Recording:</b> |    | <b>Lot Area:</b>               |     | <b>Frontage:</b> |     | <b>Zone:</b>            | VB |
| <b>Resource District:</b> | No | <b>Town Road:</b>              | Yes | <b>Paved:</b>    | Yes | <b>Contiguous Lots:</b> | NO |
| <b>Flood Zone:</b>        | X  | <b>Within 100' of Wetland:</b> | No  |                  |     |                         |    |

Owner:

Remarks:

4/14/2022

Date

Timothy P Lydon

Department Head

☐ **Planning Department/Planning Board:** ☒ **Concurs** ☐ **Does Not Concur**

Remarks:

4/22/2022

Date

Jennifer Copeland

Town Planner

☐ **Conservation Commission:** ☐ **Must File** ☐ **Determination** ☐ **Notice of Intent**  
☒ **Need not File**

Remarks:

4/22/2022

Date

Stephanie Fitch

Conservation Agent

☐ **Board of Health:** ☒ **Concurs** ☐ **Does Not Concur**

Remarks: Gloves will be required for the serving of ready to eat foods to the public, thank you.

05/20/22 1:17 PMM:\Exec\Completed Routing Slips\MBCA Ice Cream Social -7.11.22 - mtg 5.24.docx

5/4/2022

K.Shea

Date

Health Agent

☐ Building Inspector: ☒ Concur ☐ Does Not Concur

Remarks:

4/14/2022

KMurphy/ag

Date

Building Inspector

☐ Sewer Commissioners: ☐ Approved ☐ Disapproved ☒ Not Under Sewer Jurisdiction

Remarks:

4/15/2022

Maria Simone/admin

Date

Department Head

☐ Town Collector: ☐ Outstanding Taxes ☒ Taxes Paid In Full

|    |    |        |    |    |        |    |    |        |
|----|----|--------|----|----|--------|----|----|--------|
| FY | RE | \$0.00 | FY | RE | \$0.00 | FY | RE | \$0.00 |
| FY | RE | \$0.00 | FY | RE | \$0.00 | FY | RE | \$0.00 |
| FY | RE | \$0.00 | FY | RE | \$0.00 | FY | RE | \$0.00 |

Remarks:

5/20/2022

A Dastous

Date

Town Collector

☐ Town Clerk:  
If not corporation has business certificate been issued? ☐ Yes ☐ No

Remarks: Not Applicable

4/14/2022

CCobb

Date

Clerk's Office

☐ Assessors:  
This individual has (have) completed the Form of List? ☐ Yes ☐ No

Remarks: NA

4/25/2022

J Potter

Date

Assessors Office

☐ Department of Public Works: ☒ Approved ☐ Disapproved ☐ Not Under DPW Jurisdiction

Remarks:

4/26/2022

Date

Matthew Quinn

Department Head

☐ Department of Natural Resources: ☐ Approved ☐ Disapproved ☒ Not Under DNR Jurisdiction

Remarks:

4/14/2022

Date

Chris Southwood

Department Head

☐ Recreation Department: ☐ Concur ☐ Does Not Concur ☒ Not Under Jurisdiction

Remarks:

4/14/2022

Date

Krissanne M. Caron

Department Head

☐ Police Department: ☒ Concur ☐ Does Not Concur ☐ Not Under Police Jurisdiction

Remarks:

5/5/2022

Date

Lt. John R. Stowe Jr.

Department Head

☐ Fire Department: ☒ Concur ☐ Does Not Concur

Remarks:

5/4/2022

Date

David S. Pelonzi, Assistant Chief

Department Head

☐ Town Administrator/Board of Selectmen: ☐ Concur ☐ Does Not Concur

Remarks:

Date

Town Administrator/Board of Selectmen Chairman





# TOWN OF BOURNE

## Board of Selectmen

24 Perry Avenue – Room 101  
Buzzards Bay, MA 02532-3496  
www.townofbourne.com

Phone: 508-759-0600 x1503  
Fax: 508-759-0420



### APPLICATION FOR THE USE OF TOWN PROPERTY

Individual/Organization: National Marine Life Center  
Address (mailing): P.O. 269, Buzzards Bay, 02532

---

Home/Business Address: 120 Main Street Buzzards Bay. 02532

Home Telephone # \_\_\_\_\_

Business Telephone #: 508-743-9888

Contact Person: Connie Merigo

Email address: cmerigo@nmlc.org

I (we) request the use of the following town owned property:

Name: National Marine Life Center

---

Location: Right-of-Way through NMLC campus at 120 Main Street Buzzards Bay

Purpose: \*\*\*\_The NMLC is hosting a community fund raising event at 120 Main Street. The event, a Food Truck Festival, will largely take place in our back parking lot however there will be a small petting zoo in the grassy space adjacent to the parking lot. Pedestrians will also be walking across the right-of-way. A function tent will not be used however the craft vendors will have ~10x10 canopies to cover their tables, none of which will happen in the right-of-way. The food trucks and Kettle Corn cart all signed agreements to abide by the Bourne Board of Health standards and regulations.

---

\*\*\*Please indicate if a tent will be used or food served/available at event\*\*\*

Date(s) June 11, 2022

Time(s): The event will be open to the public from 11:00am – 4:00pm, however the staff and event volunteers will begin at 8:00am and depart by 6:00pm.

From: 8:00am \_\_\_\_\_ (time first person will arrive)

To: 6:00pm \_\_\_\_\_ (time last person will leave)

**\*\*\*\*Copy of Liability Insurance with town named as additional insured\*\*\*\***  
**(PLEASE COMPLETE THE REVERSE SIDE OF THIS FORM)**



I (we) agree to pay the Town of Bourne a fee, if required, for use of such facilities

Estimated Attendance: ~2,000- 3,500

Will the affair be policed? Yes: No: **X**

Will admission be charged: Yes: **X** No:

Signed

*Connie Merigo*

Identification Presented

### HOLD HARMLESS AGREEMENT

It is agreed by The National Marine Life Center

Hereinafter called the Organization, that the Town of Bourne be absolved of any and all liability brought about by actions of the participants and/or patrons of the organization while using the facilities of the Town of Bourne for the purpose of

*The Food Truck Festival*

It is further agreed that the Organization accepts responsibility for any and all damages caused by the participants and/or patrons of the Organization that are determined to be above and beyond what is considered normal wear and tear of the facilities.

Signature of Organization

*Connie Merigo*

Printed Name: Connie Merigo

Title: President and Executive Director

Dated

*May 19, 2022*

\*\*\*\*\*

### FOR TOWN ADMINISTRATOR'S USE ONLY

Estimated Facility Costs

Total Estimated Costs

APPROVED

NOT APPROVED

Town Administrator

*Marlene V. McCollem*

Town Administrator

Approval is contingent upon your acceptance of the estimated costs as listed above. If for any reason, you no longer wish to use our facility, please contact us immediately.



AGENCY CUSTOMER ID: 00001391

## COMMERCIAL GENERAL LIABILITY SECTION

DATE (MM/DD/YYYY)  
9/30/2021

AGENCY The Fair Insurance Agency Inc.

CARRIER

Lloyds of London

NAIC CODE

POLICY NUMBER

21-22 PKG

EFFECTIVE DATE

10/24/2021

APPLICANT / FIRST NAMED INSURED NATIONAL MARINE LIFE CENTER, DBA:  
NMLC

IMPORTANT - If CLAIMS MADE is checked in the COVERAGE / LIMITS section below, this is an application for a claims-made policy.  
Read all provisions of the policy carefully.

## COVERAGES

## LIMITS

|   |  |              |                     |
|---|--|--------------|---------------------|
| <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                    | GENERAL AGGREGATE  | \$ 2,000,000 | PREMIUMS            |
| <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE | LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> LOCATION |              | PREMISES/OPERATIONS |
| <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROTECTIVE                          | <input type="checkbox"/> PROJECT <input type="checkbox"/> OTHER:                     |              |                     |
|   | PRODUCTS & COMPLETED OPERATIONS AGGREGATE  | \$ 2,000,000 | PRODUCTS            |
| DEDUCTIBLES   | PERSONAL & ADVERTISING INJURY  | \$ 1,000,000 |                     |
| <input type="checkbox"/> PROPERTY DAMAGE \$   | EACH OCCURRENCE  | \$ 1,000,000 | OTHER               |
| <input type="checkbox"/> BODILY INJURY \$   | DAMAGE TO RENTED PREMISES (each occurrence)  | \$ 100,000   |                     |
| <input type="checkbox"/> PER CLAIM  | MEDICAL EXPENSE (Any one person)   | \$ 5,000     | TOTAL               |
| <input type="checkbox"/> PER OCCURRENCE   | EMPLOYEE BENEFITS  | \$           |                     |
|   |  | \$           |                     |

OTHER COVERAGES, RESTRICTIONS AND/OR ENDORSEMENTS (For hired/non-owned auto coverages attach the applicable state Business Auto Section, ACORD 137)

APPLICABLE ONLY IN WISCONSIN: IF NON-OWNED ONLY AUTO COVERAGE IS TO BE PROVIDED UNDER THE POLICY:

1. UM / UIM COVERAGE ☐ IS ☐ IS NOT AVAILABLE.2. MEDICAL PAYMENTS COVERAGE ☐ IS ☐ IS NOT AVAILABLE.

## SCHEDULE OF HAZARDS

| LOC # | HAZ # | CLASSIFICATION                 | CLASS CODE | PREMIUM BASIS | EXPOSURE | TERR | RATE     |          | PREMIUM  |          |
|-------|-------|--------------------------------|------------|---------------|----------|------|----------|----------|----------|----------|
|       |       |                                |            |               |          |      | PREM/OPS | PRODUCTS | PREM/OPS | PRODUCTS |
| 1     |       | gift shop                      | 13506      | S Gross sales | 18,600   |      |          |          |          |          |
| 1     |       | medical care to marine animals |            | A Area        | 15000    |      |          |          |          |          |
| 1     |       | office/conference room         |            | A Area        | 2,700    |      |          |          |          |          |
| 1     |       | museum/exhibit center          |            | A Area        | 1,300    |      |          |          |          |          |
| 2     |       | pumps, filters, building       |            | A Area        | 2,100    |      |          |          |          |          |
|       |       |                                |            |               |          |      |          |          |          |          |
|       |       |                                |            |               |          |      |          |          |          |          |
|       |       |                                |            |               |          |      |          |          |          |          |

RATING AND PREMIUM BASIS

(P) PAYROLL - PER \$1,000/PAY

(C) TOTAL COST - PER \$1,000/COST

(U) UNIT - PER UNIT

(S) GROSS SALES - PER \$1,000/SALES

(A) AREA - PER 1,000/SQ FT

(M) ADMISSIONS - PER 1,000/ADM

(T) OTHER

## CLAIMS MADE (Explain all "Yes" responses)

|  |     |
|--|-----|
| EXPLAIN ALL "YES" RESPONSES  | Y/N |
| 1. PROPOSED RETROACTIVE DATE:  |     |
| 2. ENTRY DATE INTO UNINTERRUPTED CLAIMS MADE COVERAGE:   |     |
| 3. HAS ANY PRODUCT, WORK, ACCIDENT, OR LOCATION BEEN EXCLUDED, UNINSURED OR SELF-INSURED FROM ANY PREVIOUS COVERAGE? |     |
| 4. WAS TAIL COVERAGE PURCHASED UNDER ANY PREVIOUS POLICY?  |     |

## EMPLOYEE BENEFITS LIABILITY

|                             |  |
|-----------------------------|--|
| 1. DEDUCTIBLE PER CLAIM: \$ | 3. NUMBER OF EMPLOYEES COVERED BY EMPLOYEE BENEFITS PLANS: |
| 2. NUMBER OF EMPLOYEES:     | 4. RETROACTIVE DATE:                                       |

ACORD 126 (2014/04)

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INS126 (201404)

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**Thut, Kathleen**

---

**From:** Irja Finn <ifinn@bournelibrary.org>  
**Sent:** Wednesday, May 4, 2022 09:44  
**To:** Thut, Kathleen  
**Subject:** \$50 Donation to be accepted

Good morning!

I love when I open the mail and there is an unexpected check for us. :)

John Parks, 47 Spinnaker Ln, Pocasset donated \$50.

Thanks,  
irja

--

[Irja S. Finn, MSLIS](#)  
Library Director  
Jonathan Bourne Public Library  
19 Sandwich Road  
Bourne, MA 02532  
508-759-0600 x 6103

Katie Saunders

Date 5-17-22

Pay to the Order of Bourne Rescue & EMS \$100<sup>00</sup>  
one hundred and <sup>00</sup>/<sub>100</sub> Dollars

Security Features  
Related  
Details on Back

CITIZENS

In Memory  
Memo of John Colona

MP

5/17/22



Katie Saunders  
Bourne Park

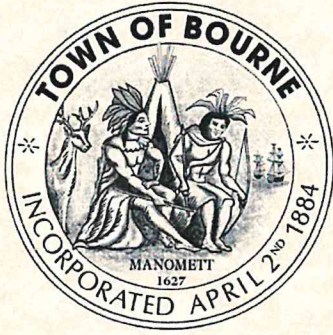
In memory of  
John Colona.

Thank you!

Sincerely

Katie Saunders





**TOWN OF BOURNE**  
**24 Perry Avenue**  
**Buzzards Bay, MA 02532**

**A Proclamation**

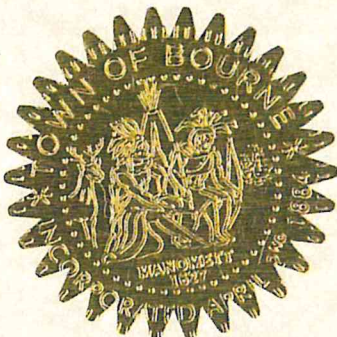
- Whereas: Bourne supports the Great Seal of the United States of America which bears the inscription, E Pluribus Unum, which translates from Latin as "Out of many, one"; and
- Whereas: The greatest asset of the Town of Bourne is its people; and
- Whereas: The Town of Bourne is comprised of multicultural, multiethnic, and multiracial citizens; and
- Whereas: Friendship, collegiality, civility, respect, and kindness are commonly shared ideals of the collective citizenry of the Town of Bourne; and
- Whereas: The National Center for Race Amity 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,

**Now, Therefore, Be It Resolved** that the Bourne Board of Selectmen do hereby proclaim the second Sunday in June to be,

**RACE AMITY DAY**

And urge all the citizens of the Town of Bourne to take cognizance of this event & participate fittingly in its observance.

IN WITNESS THEREFORE, We the Bourne Board of Selectmen have hereunto set our hands and caused the OFFICIAL Seal of the Town of Bourne to be affixed this 12th day of June, 2022.



**Bourne Board of Selectmen**  
**Peter J. Meier**  
**Judith Macleod Froman**  
**Jared P. MacDonald**  
**Mary Jane Mastrangelo**  
**Melissa V. Ferretti**

## **Town of Bourne**

### **Designer Selection Procedures**

**(Adopted [date])**

1. These procedures govern the selection of designers for any building project for the Town of Bourne (the "Awarding Authority") that is subject to the state designer selection law, M.G.L. c. 7C, §§ 44-58. Any other local law governing the procurement of services will be inapplicable to these procurements.
2. The Select Board ("Approving Body") has the authority to conduct the designer selection process for the Awarding Authority. The Approving Body may delegate any duties described herein to the extent such delegation is permissible by law.
3. The Approving Body shall designate the individual or group of individuals (hereinafter referred to as "the Committee") who will conduct the designer selection process for a particular project. No member of the Committee shall participate in the selection of a designer for any project if the member, or any of the member's immediate family:
  - a. has a direct or indirect financial interest in the award of the design contract to any applicant;
  - b. is currently employed by, or is a consultant to or under contract to, any applicant;
  - c. is negotiating or has an arrangement concerning future employment or contracting with any applicant; or
  - d. has an ownership interest in, or is an officer or director of, any applicant.
4. A Request for Qualifications (RFQ) for each contract subject to these procedures shall be advertised in a newspaper of general circulation in the locality of the building project, in the *Central Register* published by the Secretary of the Commonwealth, and in any other place required by the Approving Body, at least two weeks before the deadline for filing applications.
5. The advertisement shall contain the following information:
  - a. a description of the project, including the specific designer services sought, the time period within which the project is to be completed, and, if available, the estimated construction cost;
  - b. if there is a program for the building project, a statement of when and where the program will be available for inspection by applicants;
  - c. when and where a briefing session (if any) will be held;
  - d. the qualifications required of applicants;
  - e. the categories of designers' consultants, if any, for which applicants must list names of consultants they may use;
  - f. whether the fee has been set or will be negotiated; if the fee has been set, the amount of the fee must be listed in the advertisement;

- g. when and where the RFQ can be obtained and the applications must be delivered.
6. The RFQ shall include the current "Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction," which is available for download from the Massachusetts Designer Selection Board website at [Procedures for Municipalities and Public Agencies not within DSB Jurisdiction](#). The Application Form may be amended to include additional information on a project-specific basis.
  7. The Committee shall evaluate applicants based on the following criteria:
    - a. prior similar experience;
    - b. past performance on public and private projects;
    - c. financial stability;
    - d. identity and qualifications of the consultants who will work with the applicants on the project; and
    - e. any other criteria that the Committee considers relevant to the project.
  8. The Committee shall select at least three finalists. Finalists may be required to appear for an interview or provide additional information to the Committee, provided that all finalists are afforded an equal opportunity to do so.
  9. The Committee shall rank the finalists in order of qualification and transmit the list of ranked finalists to the Approving Body. No person or firm, including applicants' listed consultants, debarred pursuant to M.G.L. c. 149, § 44C, shall be included as a finalist on the list.

The list must be accompanied by a written explanation of the reasons for selection including the recorded vote, if any. The written explanation and recorded vote, if any, shall be public records and shall be maintained in the contract file.
  10. If the fee was set prior to the selection process, the Approving Body shall select a designer from the list of finalists. If the Approving Body selects a designer other than the one ranked first by the Committee, the Approving Body shall file a written justification for the selection with the Committee and maintain a copy in the contract file.
  11. If the fee is to be negotiated, the Approving Body shall review the list of finalists and may exclude any designer from the list if a written explanation of the exclusion is filed with the Committee and maintained in the contract file. The Approving Body shall request a fee proposal from the first ranked designer remaining on the list and begin contract negotiations. If the Approving Body is unable to negotiate a satisfactory fee with the first ranked designer, negotiations shall be terminated and undertaken with the remaining designers, one at a time, in the order in which they were ranked by the Committee until agreement is reached. In no event may a fee be negotiated which is higher than the maximum fee set by the Approving Body prior to selection of finalists.
  12. If the Approving Body is unable to negotiate a satisfactory fee with any of the finalists, the Approving Body shall recommend that the Committee select additional finalists.
  13. The Approving Authority may allow a designer who conducted a feasibility study to continue with the design of a project. However, the Approving Authority may



commission, at its discretion, an independent review, by a knowledgeable and competent individual or business doing such work, of the feasibility of the designer's work to ensure its reasonableness and its adequacy before allowing the designer to continue on the project, *provided* the Approving Authority otherwise complies with the statutory requirements for selecting a designer under Chapter 7C of the General Laws, including those set forth in M.G.L. c. 7C, § 54(a)(i).

14. Every contract for design services shall include the following:

- a. certification that the designer or construction manager has not given, offered, or agreed to give any person, corporation, or other entity any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of the contract for design services;
- b. certification that no consultant to, or subcontractor for, the designer or construction manager has given, offered, or agreed to give any gift, contribution, or offer of employment to the designer or construction manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the designer or construction manager;
- c. certification that no person, corporation, or other entity, other than a bona-fide full-time employee of the designer or construction manager, has been retained or hired by the designer or construction manager to solicit for or in any way assist the designer or construction manager in obtaining the contract for design services upon an agreement or understanding that such person, corporation, or other entity be paid a fee or other consideration contingent upon the award of the contract to the designer; and
- d. certification that the designer has internal accounting controls as required by M.G.L. c. 30, § 39R(c), and that the designer has filed and will continue to file an audited financial statement as required by M.G.L. c. 30, § 39R(d).

All fees shall be stated in design contracts, and in any subsequent amendments thereto, as a total dollar amount. Contracts may provide for equitable adjustments in the event of changes in scope or services.

15. The Awarding Authority shall not enter into a contract for design services unless the Awarding Authority or the designer has obtained professional liability insurance covering negligent errors, omissions, and acts of the designer or of any person or business entity for whose performance the designer is legally liable arising out of the performance of the contract. The total amount of such insurance shall at a minimum equal the lesser of one million dollars or ten percent of the project's estimated cost of construction, or such larger amounts as the Awarding Authority may require, for the applicable period of limitations. A designer required by the Awarding Authority to obtain all or a portion of such insurance coverage at its own expense shall furnish a certificate or certificates of insurance coverage to the Awarding Authority prior to the award of the contract.
16. Every contract for design services shall include a provision that the designer or its consultants shall not be compensated for any services involved in preparing changes that

are required for additional work that should have been anticipated by the designer in the preparation of the bid documents, as reasonably determined by the individual responsible for administering the design contract.

17. In the event of an emergency that precludes the normal use of these designer selection procedures, the Approving Body may elect to authorize expedited procedures to address the emergency. The Approving Body shall document in writing the reasons for the emergency declaration, the proposed scope of work, the estimated cost of construction, the established fee for the needed design services, and any other relevant information.

The Approving Body may select three finalists from any standing list of designers who have applied for projects of a similar nature, or may otherwise select three designers to be considered as finalists for the project. The Approving Body shall rank the finalists in order of qualification and select the designer for the emergency work.

18. The Awarding Authority shall publish the name of any designer awarded a contract in the *Central Register*.

19. The following records shall be kept by the Awarding Authority:

- a. all information supplied by or obtained about each applicant;
- b. all actions taken relating to the project; and
- c. any other records related to designer selection.

All records shall be available for inspection by the state Designer Selection Board and other authorized agencies.

20. The Awarding Authority shall evaluate designers' performance on contracts using the Designer Selection Board evaluation form(s) in accordance with M.G.L. c. 7C, § 48(h), and file completed evaluations with the Board and any other agency named in M.G.L. c. 7C, § 48(h).

21. Nothing in these Procedures shall be interpreted to require the establishment of a board or waive or reduce the requirements of any other applicable law or regulation.

22. For any design or construction project *that includes funding provided by the Commonwealth, in whole or in part* (such as reimbursements, grants and the like), the Awarding Authority must incorporate minority-owned business enterprise and women-owned business enterprise participation goals. If applicable, the Awarding Authority shall take steps to assure that it complies with all [Supplier Diversity Office](#) requirements.



# Updated guidance on holding meetings pursuant to the Act Extending Certain COVID-19 Measures

## Guidance Update – February 18, 2022

On February 15, 2022, Governor Baker signed into law a new session law extending certain COVID-19 related measures. The new law, Chapter 22 of the Acts of 2022, includes an extension until July 15, 2022, of the remote meeting provisions of the Governor's March 12, 2020, Executive Order Suspending Certain Provisions of the Open Meeting Law. The new law has two major parts.

First, the new law allows public bodies to continue providing live "adequate, alternative means" of public access to the deliberations of the public body, instead of holding meetings in a public place that is open and physically accessible to the public. "Adequate, alternative means" may include, without limitation, providing public access through telephone, internet, or satellite enabled audio or video conferencing or any other technology that enables the public to clearly follow the proceedings of the public body in real time.

Second, the new law authorizes all members of a public body to continue participating in meetings remotely; the Open Meeting Law's requirement that a quorum of the body and the chair be physically present at the meeting location remains suspended.

## What means of access will be considered "adequate, alternative means?"

"Adequate, alternative means" may include, without limitation, providing public access through telephone, internet, or satellite enabled audio or video conferencing or any other technology that enables the public to clearly follow the proceedings of the public body as they are occurring (i.e., "live" or "in real time"). The methods listed in the executive order and here are non-exhaustive, and we recognize that there are myriad methods that will be acceptable. "Adequate, alternative means" could include Zoom, a high-capacity telephone conference line, Facebook Live, YouTube Live, and broadcasting on live TV, including local cable access television. The brief delay of approximately 20 seconds when Zoom meetings are streamed to Facebook or YouTube Live is acceptable.

## **May a public body post a recording or transcript of the meeting afterwards, instead of providing access to the meeting as it is occurring?**

The executive order provides that a municipal public body that, for reasons of economic hardship and despite best efforts, is unable to provide alternative means of public access that will enable the public to follow the proceedings in real time, may instead post a full and complete transcript, recording, or other comprehensive record on its website as soon as practicable after the meeting. In light of the various free and low-cost technologies that could be used to provide the public with real time access, the Division of Open Government strongly recommends that a municipal public body consult with our office before determining that it is unable to provide the public with real time access to a meeting.

## **May public body members meet in person, while requiring the general public to follow the proceedings remotely?**

Yes. Section (1) of the executive order allowing public access through adequate, alternative means is independent from Section (2), which allows members of the public body to participate remotely. The public body may conduct its proceedings under the relief provided in section (1) or (2) or both.

## **If a public body will provide access to its meeting through “adequate, alternative means,” what information must be included on the meeting notice?**

Public bodies must continue to post notice of every meeting at least 48 hours in advance of the meeting, not including weekends or state holidays, using the official notice posting method (physical notice or website), even if the clerk’s office is closed. The notice must include the “location” of the meeting. If access to the meeting will be provided through “adequate, alternative means,” the meeting notice must include clear instructions for accessing the meeting remotely. A public body may require members of the public to call to obtain access information for the meeting, rather than including such information on the public meeting notice, to minimize Zoom-bombing and similar disruptions. In such situations, the meeting notice must include clear contact information, and members of the public must be able to obtain the meeting access information up to and throughout the duration of the meeting (members of the public cannot be required to register in advance).

## **What other requirements apply to remote meetings?**

The Open Meeting Law regulations governing remote participation, 940 CMR 29.10, remain in effect, except where the Governor’s executive order specifically suspends certain requirements. In particular, when any—or all—public body members participate in a meeting remotely, the following requirements apply:

1. At the start of the meeting, the chair must announce the name of the member or members who are participating remotely; such information must also be recorded in the meeting minutes.
2. All votes must be taken by roll call.

3. Members of the public body must be clearly audible to each other and to members of the public at times.
4. When holding an executive session remotely, the public body must still take all required procedural steps for entering into executive session in open session. At the beginning of the executive session, each public body member participating remotely must state that no other person is present or able to hear the discussion at the remote location, unless the public body has approved the presence of that individual.

Should the public body encounter technical problems while meeting remotely, the person chairing the meeting may decide how to address the technical difficulties, but is encouraged wherever possible to suspend discussion while reasonable efforts are made to correct any problem that interferes with a remote participant's ability to hear or be heard clearly. If technical difficulties result in a remote participant being disconnected from the meeting, that fact and the time at which the disconnection occurred must be noted in the meeting minutes.

## What about public comment, public participation, and public hearings?

The Open Meeting Law does not require that public bodies allow public comment or public participation during meetings -- to the contrary, the Open Meeting Law specifies that nobody shall address the public without permission of the chair. However, the Attorney General encourages public bodies to allow public comment and/or public participation when feasible. Because the Open Meeting Law does not require that public bodies allow for public comment or public participation during meetings at all, the manner that public bodies may choose to accept comment or questions is outside the scope of the Open Meeting Law. Public hearings, on the other hand, are governed by separate laws that impose additional requirements, and may require opportunity for public comment or testimony. Those requirements are outside the scope of the Open Meeting Law and therefore do not fall within the Division of Open Government's jurisdiction. Public bodies and members of the public should consult with legal counsel for guidance on the requirements for public hearings.

**DRAFT**

**Board of Selectmen  
Minutes of Tuesday, April 5, 2022  
Bourne Veterans' Community Center  
Buzzards Bay, MA**

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**TA Marlene McCollem**

**Board of Selectmen**

Peter Meier, Chair  
George Slade, Clerk  
Judy Froman, Vice Chair  
Jared MacDonald  
Mary Jane Mastrangelo

**Others:** Toni Dering, David Cody, Fire Department Chief, Richard Conron, Vincent Mahoney, Darlene Mahoney, Heather DiPaolo, Phil Goddard, ISWM Manager of Facility Compliance & Technology Development Dan Barrett, ISWM General Manager, Shawn Patterson, DPW Director, Denise Wright, Tim Lydon, Mike Ellis, Town Accountant, Erica Flemming, Finance Director, Dan Barrett, General Manager, ISWM, and Barry Johnson, Town Clerk.

**7:00 PM Call Public Session to Order in Open Session**

- 1. Moment of Silence to recognize our Troops and our public safety personnel.**
- 2. Salute to the Flag.**
- 3. Vision:** Bourne is a proud community that embraces change while respecting the rich heritage of the town and its villages. It is a municipality based on strong fiscal government with a durable economy that recognizes the rights of all citizens, respects the environment, especially the coastal areas of the community and the amenities that it affords. Bourne embraces excellent education, and offers to citizens a healthy, active lifestyle.
- 4. Mission:** Bourne will maximize opportunities for social and economic development while retaining an attractive, sustainable, and secure coastline and environment for the enjoyment of residents and visitors. Through responsible and professional leadership and in partnership with others, Bourne will strive to improve the quality of life for all residents living and working in the larger community.
- 5. Public Comment on Non-Agenda Items**
  - a. Public comments are allowed for up to a total of 12 minutes at the beginning of each meeting. Each speaker is limited to 3 minutes for comment. Based on past practice, members of the Board are not allowed to comment or respond.
- 6. Appointments and Licenses**

- a. **Toni Dering appointment to the Historic Commission as an alternate member.**
- b. **Discussion of South Side Fire Station Appointments.**
- c. **7:15 PM Hearing on application for an Alteration of Premise Year-Round Common Victualer License for the sale of all kinds of alcoholic beverages for Mahoney's on Main LLC, 57 Main Street, Buzzards Bay.**

**6.a. Toni Dering appointment to the Historic Commission as an alternate member.**

Toni Dering introduced herself to the Board. She said that she grew up in Bourne and moved back to Bourne 6 years ago. She is currently on the Bourne Society for Historic Preservation and has an interest in preservation.

**Voted:** Mary Jane Mastrangelo moved, and Judy Froman seconded that the Board appoints Toni Dering to the Historic Commission as an alternate member with a term expiring on June 30, 2022.  
**Vote:** 5-0-0.

**6.b. Discussion of South Side Fire Station Appointments.**

Chair Meier said there is one appointment left and that is the Fire Department voting representative. The membership has chosen Kyle Lima as that member. The only issue that he would like the Board to decide on is that Kyle Lima is not a Bourne resident. Ms. Froman wants to know why he is the strongest candidate to put forward so that it can be justified. Chief Cody said that through the years and the many discussions about site selection, building design, etc., Lt. Lima has stepped up every time and he was the first to say he was interested in being a member of the committee. Mr. Cody said he believes he would be a great choice and would be very comfortable with him being on the committee. There was some discussion amongst the Board regarding residency and being on Town Committees.

**Voted:** Mary Jane Mastrangelo moved, and Judy Froman seconded that the Board appoints Kyle Lima as the second voting member of the Fire Department on the South Side Fire Station Committee until the project is revoked or complete.  
**Vote:** 5-0-0.

Chair Meier said that is too early for the 7:15 hearing so they will take item 7.a. out of order.

**7.a. Calamar Update**

Chair Meier said that Jerry Hill notified the Board before the meeting that he is not available this week. Chair Meier said that if Mr. Hill cannot be available in April, he would like him to be at the May 10<sup>th</sup> meeting.

**7.b. Presentation by Richard Conron re: JBCC machine gun range.**

Mr. Conron said that before he started talking about the gun range, he wanted to thank all that sent cards and went to his wife's funeral, and to those that have reached out to him to extend a helpful hand.

Mr. Conron said he has been trying to follow the machine gun range development for almost two years. He said he was commissioned as an officer in the Army artillery through the ROTC program. He spent 2 years on active duty, in Texas, and in Vietnam. He said he asked for an update on the range in December.

He wants to now contact the EPA to see what they are doing. He sent an email to a contact in EPA in January, and he never answered, so he called her, and she gave the name of the individual, Marcel Belaval, who is doing the study. He sent Mr. Conron a note and his communication has not been great. The last he heard from him, in March, he said that they were delaying the study a bit, then he read in the paper that they are pushing the study out until the end of the year. Mr. Conron said that his hope is that the Board of Selectmen will help in getting more communication with EPA regarding the study. Mr. Slade said that the Joint Base Cape Cod is just as frustrated with the development. Ms. Froman said that they should put this on the agenda tracker to keep abreast of the situation.

**6.c. 7:15 PM hearing on application for an Alteration of Premise Year-Round Common Victualer License for the sale of all kinds of alcoholic beverages for Mahoney's on Main LLC, 57 Main Street, Buzzards Bay.**

**Voted:** Jared MacDonald moved, and Mary Jane Mastrangelo seconded to open the Public Hearing.

**Roll Call Vote:** Jared MacDonald – yes, Judy Froman – yes George Slade – yes, Mary Jane Mastrangelo – yes, and Chair Meier – yes.

**Vote:** 5-0-0.

NOTICE  
TOWN OF BOURNE  
LIQUOR HEARING

Notice is hereby given in accordance with Massachusetts General Laws Chapter 138, Section 12 that an application has been received from Mahoney's on Main LLC, Vincent D. Mahoney, Manager, 57 Main Street, Buzzards Bay, MA 02532 to amend his Year-Round Common Victualer License for the sale of all kinds of Alcoholic Beverages to be drunk on the premises, to include the addition of 400 square feet patio dining area. Description of premises: 3,000 square feet – freestanding building – One floor with full basement - One floor – 4 rooms and 3 restrooms: 1 dining room with bar, kitchen prep. room, office, 1 men's bathroom and 1 ladies' bathroom, employees' restroom, 3 entrances/exits, 400 square foot patio dining area. A public hearing will be held at the Bourne Veterans' Memorial Community Center, 239 Main Street, Buzzards Bay, on Tuesday, April 5<sup>th</sup>, 2022, at 7:15 PM.

Vincent Mahoney introduced himself and his wife, Darlene, as owners of Mahoney's on Main. Mr. Mahoney explained that they would like to use the additional 400 square feet of the patio dining area. He said that two years ago the outside started being used due to COVID-19, and it has been a good addition to their business, and they would like to be able to continue using the space as a



regular part of their business. Jared MacDonald asked how many seats it adds, and Mr. Mahoney said it adds 42 seats.

**Voted:** Mary Jane Mastrangelo moved, and Jared MacDonald seconded to close the Public Hearing.

**Roll Call Vote:** Mary Jane Mastrangelo – yes, George Slade – yes, Judy Froman – yes, Jared MacDonald – yes, and Chair Meier – yes.

**Vote:** 5-0-0.

**Voted:** Mary Jane Mastrangelo moved, and Jared MacDonald seconded that the Board approves the amendment of the year-round common victualer license for the on-premises sale and consumption of alcoholic beverages for Mahoney's on Main LLC, located at 57 Main Street, Buzzards Bay, as presented.

**Roll Call Vote:** Mary Jane Mastrangelo – yes, George Slade – yes, Judy Froman – yes, Jared MacDonald – yes, and Chair Meier – yes.

**Vote:** 5-0-0.

## 7. Selectmen's Business

- a. Calamar Update
- b. Presentation by Richard Conron re: JBCC machine gun range.
- c. Update from the Recycling Committee and Earth Day information.
- d. Discussion and possible vote on the request of Zoe Wright to allow a fund-raising event for the American Cancer Society at the Community Center on 7/1/22.
- e. Discussion and possible vote on the request of Nicole Mitchell for the Cape Cod Kindness Festival event at Buzzards Bay Park on 10/8/22.
- f. Discussion and possible vote on the request of Paul Curley for Best Buddies bike riding event on 6/4/22.
- g. Road Acceptance discussion for Sanderling Drive and Whimbrel Drive.
- h. Vote to post the Special and Annual May 2, 2022, Town Meeting Warrants.
- i. Discussion and possible vote on the FY23 final budget and capital plan.
- j. Discussion and vote on Special Town Meeting Warrant Articles.
  - i. Special Article 1 – unpaid bills
  - ii. Special Article 2 – supplemental budget for ISWM pilot leachate project
  - iii. Special Article 3 – supplemental budget for the Old Bridge Road project
  - iv. Special Article 4 – supplemental budget for environmental remediation at the Community Building
- k. Discussion and vote on Essential Annual Town Meeting Warrant Articles
  - i. Article 1 – Consent agenda
  - ii. Article 2 – FY23 operating budget
  - iii. Article 3 – FY23 sewer enterprise budget
  - iv. Article 4 – FY23 ISWM enterprise budget
  - v. Article 5 – FY23 capital budget
  - vi. Article 9 – Community Preservation Committee – admin & operating
  - vii. Article 10 – Stabilization Fund
  - viii. Article 11 – Capital Stabilization Fund
  - ix. Article 13 – Special Education Reserve Fund
  - x. Article 15 – Salary Reserve for IAFF contract



- xi. **Article 19 – Establish “adult education revolving fund”**
- xii. **Article 20 – Insert Departmental Revolving Funds into the General Bylaws**

- l. Discussion on the draft motions for the Special and Annual May 2, 2022, Town Meeting.**
- m. Discussion and possible vote on the possible necessity of a second night for Town Meeting.**

**7.a. Calamar Update**

Previously discussed.

**7.b. Presentation by Richard Conron re: JBCC machine gun range.**

Previously discussed.

**7.c. Update from the Recycling Committee and Earth Day information.**

Heather DiPaolo, Chair of the Recycling Committee, said that the committee is starting some new partnerships. Ms. DiPaolo said April 23<sup>rd</sup> is Earth Day and they will be doing their annual clean-up that day and on the 24<sup>th</sup>. She said they have been working with Litter Free Falmouth to clean up a 2-mile part of Route 28. There is a survey being done about the types of litter. She said they are also working with Take Care Cape Cod and showed some of their graphics for their campaign. She asked if the Board would allow DPW to help her in making some signs to place around town.

Ms. DiPaolo said that they have boat shrink wrap recycling. She said that compost bins will be arriving at the end of the month, and they can be purchased at the shed at the landfill. Rain barrels can be ordered on the ISWM site and are to be picked up on June 11<sup>th</sup>. The area Household Hazardous Waste Collection days are next weekend, April 16<sup>th</sup>, in Sandwich, in Falmouth on June 18<sup>th</sup>, and in Bourne on October 22<sup>nd</sup>. Ms. DiPaolo mentioned an idea that was recently passed in Maine which is called Extender Producer Responsibility, which is putting the onus on the manufacturer of products to make it easier for the consumer to recycle.

Judy Froman asked about composting. Phil Goddard said that several towns on the Cape have contracted with Black Earth which is a compost operation off the Cape which provides 96-gallon carts with liners. He said it is an idea that they have been thinking about. There is another composting idea that they have been considering which is a subscription service for curbside composting. He also said that the Cape Cod Commission did a study and there are efforts underway to look for 3 regional compost sites and Bourne is actively discussing options with them. He also talked about legislature regarding mattress care and paint care.

Mr. Conron asked Mr. Goddard if they do document shredding and he said they do every year at the Household Hazardous Waste Collection. He said the shredder is available for households of Bourne. He also emphasized that all the trash and recycling trucks are yellow.

**7.d. Discussion and possible vote on the request of Zoe Wright to allow a fund-raising event for the American Cancer Society at the Community Center on 7/1/22.**

Town Administrator McCollem said that there was an error in the agenda for this item and the location is Clark Road. Denise Wright from Sagamore Beach said she was there to represent her three children, Amanda, Zoe, and Zack. She said that they would like to hold a small pickleball fundraiser for the American Cancer Society. Mary Jane Mastrangelo asked if the Sagamore Beach

Colony Club is sponsoring the event because they are listed as having the insurance, and she said that they are.

**Voted:** Mary Jane Mastrangelo moved, and Judy Froman seconded to approve the use of the Town-owned Pickleball Courts on Clark Road on July 1, 2022, from 3:00 pm to 8:00 pm for a fundraiser sponsored by the Sagamore Beach Colony Club, on behalf of the American Cancer Society, Zoe Wright, organizer.

**Vote:** 5-0-0.

**7.e. Discussion and possible vote on the request of Nicole Mitchell for the Cape Cod Kindness Festival event at Buzzards Bay Park on 10/8/22.**

**Voted:** Jared MacDonald moved, and Mary Jane Mastrangelo seconded to approve the use of Buzzards Bay Park on October 8, 2022, from 8:00 am to 6:00 pm for the Cape Cod Kindness Festival to be held by Kind Hearts for Kids, Nicole Mitchell, organizer, with a rain date of October 9, 2022.

**Vote:** 5-0-0.

**7.f. Discussion and possible vote on the request of Paul Curley for Best Buddies bike riding event on 6/4/22.**

Mary Jane Mastrangelo said there are no signatures on the Hold Harmless agreement.

**Voted:** Jared MacDonald moved, and Judy Froman seconded to approve the Best Buddies International bike ride throughout the Town of Bourne on June 4, 2022, from 10:00 am to 2:00 pm, Paul Curley, organizer, subject to signatures on the Hold Harmless agreement

**Vote:** 5-0-0.

**7.g. Road Acceptance discussion for Sanderling Drive and Whimbrel Drive.**

Shawn Patterson, DPW Director, said that Sanderling Drive and Whimbrel Drive were done by the betterment process twelve years ago, and it was explained to him that once the betterment process was done that the roads would be on the warrant for Town Meeting for acceptance, and it was not done. He said it was brought to his attention when he started working for Bourne and he has checked to see if all the criteria have been met and he feels that these roads should be accepted. He also said that he has petitions with more than enough signatures.

Chair Meier said that once the signatures have been certified then the DPW must have a final as-built plan. Chair Meier said that if all of this is done then it may be able to be on the warrant for the Fall Special Town Meeting. Ms. Mastrangelo said that a road acceptance process needs to be in place for the Town of Bourne.

**7.h. Vote to post the Special and Annual May 2, 2022, Town Meeting Warrants.**

**Voted:** Jared MacDonald moved, and Judy Froman seconded to post the Special and Annual Warrants for the May 2, 2022, Town Meeting as provided by the Town Administrator and printed in front of us currently.

Ms. Mastrangelo asked Ms. McCollem to explain the revolving fund and how it will be included in the bylaw. Ms. McCollem said that article 19, on the Annual, establishes for the Town of Bourne,

a new revolving fund for adult education. She said it does not need to be included in the Special warrant article 5. Ms. Mastrangelo also asked about the numbering of articles and Ms. McCollem said that she can have the articles be renumbered.

Mr. MacDonald said he would like to change his motion to:

**Voted:** Jared MacDonald moved, and Judy Froman seconded to post the Special and Annual Warrants for the May 2, 2022, Town Meeting as provided by the Town Administrator as amended and renumbered.

**Vote:** 5-0-0.

**7.i. Discussion and possible vote on the FT23 final budget and capital plan.**

Ms. McCollem said that all the amendments have been included at this point.

**Voted:** Mary Jane Mastrangelo moved, and Judy Froman seconded to recommend the final FY23 budget and capital plan to Town Meeting, as presented by the Town Administrator and Finance Director.

**Vote:** 5-0-0.

**7.j. Discussion and vote on Special Town Meeting Warrant Articles.**

**i. Special Article 1 – unpaid bills**

Ms. McCollem said that there is a total of \$3,993.09 in bills from a prior fiscal year that they would like to be put before Town Meeting to be paid out of Free Cash. Chair Meier listed the unpaid bills.

**Voted:** Mary Jane Mastrangelo moved, and Judy Froman seconded to recommend approval of Article 1 of the Special Town Meeting.

**Vote:** 5-0-0.

**ii. Special Article 2 – supplemental budget for ISWM pilot leachate project**

Ms. Mastrangelo asked how many times additional funds have been voted on and what is the total of the funds. Dan Barrett said that this will be the second amendment. He said originally, they put \$500,000. towards it, and then there was another \$350,000. put towards the project and now they need \$450,000. to finish it off. Mr. Barrett explained the process and the media that they use.

**Voted:** Mary Jane Mastrangelo moved, and Judy Froman seconded to recommend approval of Article 2 for \$450,000. of supplemental funding for the ISWM pilot leachate project.

**Vote:** 5-0-0.

**iii. Special Article 3 – supplemental budget for the Old Bridge Road project.**

Mr. Patterson said that the Old Bridge project is replacing the old sewer, water, and drainage and the money was appropriated in 2014. They recently went out to bid, and because of the time-lapse, there is a shortfall of just over \$45,000.

**Voted:** Mary Jane Mastrangelo moved, and Judy Froman seconded to recommend approval of Article and Motion for Special Town Meeting of Article 3.

**Vote:** 5-0-0.

**iv. Special Article 4 – supplemental budget for environmental remediation at the Community Building.**

Ms. McCollem said that this article is for some funds that will be necessary to get the reporting and remediation back on track with the DEP for this property.

**Voted:** Mary Jane Mastrangelo moved, and Judy Froman seconded to recommend approval of the article and motion for Article 4 of the Special Town Meeting in the amount of \$50,000.00.

**Vote:** 5-0-0.

Ms. McCollem said that Article 20 has been moved up to Special Article 5, which has to do with the departmental revolving accounts that were referenced earlier in the meeting. She said that when Counsel was doing their review of the warrant, they noticed that these departmental revolving accounts are not housed in the bylaw, and by statute, they need to be, so this is a clarification and housekeeping issue. They have already been established by the town and they have been reauthorized and spending limits have been set every year.

**Voted:** Mary Jane Mastrangelo moved, and Jared MacDonald seconded to recommend approval of the article and motion on Special Town Meeting Article 5

**Vote:** 5-0-0.

**7.k. Discussion and vote on Essential Annual Town Meeting Warrant Articles.**

Ms. McCollem said that Article 15 is being withdrawn.

**Voted:** Mary Jane Mastrangelo moved, and Jared MacDonald seconded to identify the following Articles as “Essential Articles” for the purpose of the May 2, 2022, Annual Town Meeting: 1 (consent agenda), 2 (FY23 operating budget), 3 (FY23 sewer enterprise budget), 4 (FY23 ISWM enterprise budget), 5 (FY23 capital plan), 9 (admin & operating budget for CPC), 10 (stabilization fund), 11 (capital stabilization fund), 13 (special education reserve fund), and 17 (establishment of an adult education revolving fund).

And to furthermore recommend the above articles to Town Meeting.

**Vote:** 5-0-0.

There were a few questions asked and the Board feels that the Finance Committee and the Administration have done a good job with answering questions along the way, therefore there is not a lot to discuss and question at this time.

Ms. McCollem announce that Irja Finn has been appointed as the permanent Library Director.

Barry Johnson asked for a point of personal privilege. He said that next week the Board will be discussing the CPA project articles. He said he usually notifies the applicants so they can sit in the audience in case there are questions. He said that they will be at the Finance Committee meeting on Monday night and wanted to know if they should be at the Tuesday night Board of Selectmen meeting, and Ms. McCollem said yes, they should be there.

**7.l. Discussion on the draft motions for the Special and Annual May 2, 2022, Town Meeting.**

**i. Article 1 – Consent agenda**



**Voted:** Mary Jane Mastrangelo moved, and Jared MacDonald seconded to recommend approval of the article and motion for Article 1 of the Annual Town Meeting Consent Agenda.

**Vote:** 5-0-0.

**ii. Article 2 – FY23 operating budget**

**Voted:** Mary Jane Mastrangelo moved, and Judy Froman seconded to recommend approval of the article and motion for Article 2 of the Annual Town Meeting for the sum of \$73,371,341. for the Annual Operating Budget of the town.

**Vote:** 5-0-0.

**iii. Article 3 - FY23 sewer enterprise budget**

**Voted:** Mary Jane Mastrangelo moved, and George Slade seconded to recommend approval of the article and motion for Article 3 of the Annual Town Meeting Sewer Budget in the sum of \$1,334,551. from the Sewer Budget.

**Vote:** 5-0-0.

**iv. Article 4 - FY23 ISWM enterprise budget**

**Voted:** Mary Jane Mastrangelo moved, and Jared MacDonald seconded to recommend approval of the article and motion for Article 4 of the Annual Town Meeting for the ISWM Operational Budget of \$10,872,047. to be extended from the operation of ISWM.

**Vote:** 5-0-0.

**v. Article 5 - FY23 capital budget**

**Voted:** Mary Jane Mastrangelo moved, and Judy Froman seconded to recommend approval of Article 5, Capital Outlay Plan in the amount of \$4,509,101.

**Vote:** 5-0-0.

**vi. Article 9 – Community Preservation Committee – admin & operating**

**Voted:** Mary Jane Mastrangelo moved, and Jared MacDonald seconded to recommend approval of the article and motion for Article 9, Community Preservation Admin. and Operating Expenses in the amount of \$75,000.00.

**Vote:** 5-0-0.

**vii. Article 10 - Stabilization Fund**

**Voted:** Mary Jane Mastrangelo moved, and Judy Froman seconded to recommend approval of Article 10 of the Annual Town Meeting and the motion for the Stabilization Fund to appropriate the sum of \$100,000. from Free Cash.

**Vote:** 5-0-0.

**viii. Article 11 – Capital Stabilization Fund**

**Voted:** Mary Jane Mastrangelo moved, and Jared MacDonald seconded to recommend approval of the article and motion for Article 11 of the Annual Town Meeting for the Capital Stabilization

Fund to appropriate the sum of \$428,000. for the purposes of the article and to transfer \$428,000. from Free Cash.

**Vote:** 5-0-0.

**ix. Article 13 – Special Education Reserve Fund**

**Voted:** Mary Jane Mastrangelo moved, and Judy Froman seconded to recommend approval of the article and the motion for Article 13 of the Annual Town Meeting for the Special Education Reserve Fund to appropriate the sum of \$150,000. for the purpose of the article and to transfer the sum of \$150,000. from Free Cash.

**Vote:** 5-0-0.

**x. Article 17 – Establish “adult education revolving fund”**

**Voted:** Mary Jane Mastrangelo moved, and Jared MacDonald seconded to recommend approval of Article 17 of the Annual Town Meeting article and motion to establish an adult education revolving fund.

**Vote:** 5-0-0.

**7.m. Discussion and possible vote on the possible necessity of a second night for Town Meeting.**

Chair Meier said if the Town Meeting must go to a second night it will be Tuesday, May 3<sup>rd</sup> at 7:00 PM.

**Voted:** Mary Jane Mastrangelo moved, and George Slade seconded that we have a second night of Town Meeting on May 3<sup>rd</sup>, 2022, if required.

**Vote:** 5-0-0.

**8. Town Administrator**

- a. The Town Administrator will update the Select Board relative to DRAFT Annual Town Meeting Warrant.**
- b. Update regarding the upcoming Board of Appeals schedule and recess for June.**
- c. Discussion relative to proposed future improvements for the Scenic Highway.**
- d. The Town Administrator will discuss the strategic plan, annual goals, and the Board's priorities.**

Ms. McCollem updated the Board of Selectmen about the fuel contracts. She said the Barnstable County contract ends on 6/30/22 and there is an additional contract that was bid on by DNR and that contract ends on 12/31/22.

**9. Minutes of February 15, 2022.**

**Voted:** Jared MacDonald moved, and Mary Jane Mastrangelo seconded to approve the minutes of February 15, 2022, subject to edits or corrections.

**Vote:** 5-0-0.

**10. Correspondence**

George Slade said there were four items. Three letters from DEP were directed to Shawn Cote. The fourth was a letter from Jennifer Copeland regarding the Monk's Park unanimous vote of the Planning Board.

**11. Committee Reports**

Judy Froman reported that Kate Jones is now the Chair of the Community Engagement Committee.

**12. Adjourn**

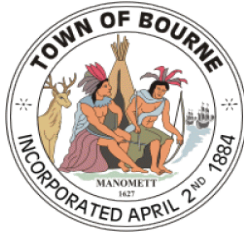
**Voted:** Jared MacDonald moved, and Mary Jane Mastrangelo seconded to adjourn.

**Vote:** 5-0-0.

This meeting of the Bourne Board of Selectmen was adjourned at 8:46 PM.

Respectfully Submitted,

Kim Johnson, Recording Secretary



## Selectmen's Correspondence

May 24, 2022

- A. Letter from E. Ellis re propane gas facility
- B. Letter from Xfinity re rate change
- C. Talent bank form from H. Kalick
- D. DEP letter - Draft Final Removal Action Completion Report  
LF-7 Radar Tube Burial Site Comments
- E. DEP letter - Draft Fuel Spill-1 Remedial Action Completion  
Report Memorandum of Resolution Comments
- F. DEP letter - Draft UFP Quality Assurance Project Plan  
Addendum 1 Otis Gun Club Supplemental Remedial  
Investigation Comments
- G. DEP letter - Demolition Area 1 System Startup Monitoring Plan  
Comments
- H. DEP letter - J-2 Range Eastern 2021 Environmental Monitoring  
Report RCL Comments



M. Elizabeth Ellis



Fire Chief David Cody  
Town Hall 24 Perry Ave.  
Buzzards Bay, MA 02532

May 6, 2022

BOURNE BOARD OF SELECTMEN  
JUD 2022 MAY 9 PHL 2:07

Dear Chief Cody:

As you know, residents of South Sagamore have lived with the prospect of injury, property loss and even death for approximately 75 years because of the presence in the village of a propane gas facility on Freighthouse rd. in close proximity to homes.

Most Bourne citizens, even those living in S. Sagamore, have not been aware of the existence and safety threat of this facility located in an area well hidden from public view. Truthfully, only a handful of abutters became acutely aware of the dangerousness of the situation during a recent emergency and also when massive fires broke out in the past at the nearby Sandwich electric plant and at the former lumber company situated adjacent to huge tanks containing immense quantities of propane gas. A shift of wind or even embers from recreational fire pits and bonfires igniting gas vapors had the potential to result in a major catastrophe. Media coverage of propane explosions in other towns heightened awareness of the possibility for tragedy. We've been lucky.

Over the course of this past year in a behind-the-scenes scenario with which you and other public safety officials are familiar, the business was shut down. On March 30, 2022 the massive propane storage tanks were removed without fanfare. Tragedy makes headlines. Good commonsense deeds with laudable results often go unrecognized.

This letter is written to recognize and applaud your pivotal role and professionalism as Bourne's Acting and now permanent Fire Chief. While we residents are appreciative of the efforts of all contacted who supported termination of this threat, it is you whom we thank the most. You were the only official who communicated with neighbors about the status of the resolution. Your brief but encouraging responses to neighbors' pleas and letters was reassuring. We residents of S. Sagamore and all of Bourne are lucky once again: to have you as our Fire Chief.

Gratefully,

 *Donald E. Jerry* and *M. Elizabeth Ellis*  
Donald E. "Jerry" and M. Elizabeth "Beth" Ellis

cc Bourne Board of Selectmen, *Bourne Enterprise*, *Cape Cod Times*



May 13, 2022

Board of Selectmen  
Town of Bourne  
24 Perry Avenue  
Buzzards Bay, MA 02532

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Therefore as a follow-up to our previous communication, please be advised the of the following **revised** information regarding the Xfinity channel line-up in your community.

- *On **July 8, 2022**<sup>1</sup>, due to changes in business costs, AMC+ On Demand will increase from \$6.99 to \$8.99 per month.*

Please do not hesitate to contact me at [Michael\\_Galla@comcast.com](mailto:Michael_Galla@comcast.com) should you have any questions.

Very truly yours,

*Michael Galla*

Michael Galla, Sr. Manager  
Government Affairs

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<sup>1</sup> May 6, 2022 letter referenced change date of August 8, 2022.

Harold Kalick

[REDACTED]

[REDACTED]

BOURNE BD OF SELECTMEN  
RCUD 2022 MAY 19 PM1:18

May 18, 2022

Town Government Talent Bank

c/o Town Administrator

24 Perry Avenue

Buzzards Bay, MA 02532

My name is Harold Kalick and I reside at [REDACTED]

I previously served on the Board of Appeals for 10 years and resigned from my position on December 31, 2021.

I would be honored for the opportunity to once again serve as a member of the Board of Appeals. I have enclosed the Talent Bank Form as required.

Thank you for your consideration.

Harold Kalick

[REDACTED]

[REDACTED]

# TALENT BANK FORM

## ACT NOW- SERVE YOUR COMMUNITY

Town government needs citizens who are willing to give time in the service of their community. The Talent Bank was adopted by the Selectmen, Moderator and Town Administrator as a means of compiling names of interested citizens to serve on a voluntary basis, on boards and committees and working groups. This file is available for use by the public as well as the Moderator, Selectmen and Town Administrator. Talent bank forms are being updated to include categories consistent with the changing needs of the Town. Indicate your preference and return the form to:

### TOWN GOVERNMENT TALENT BANK

c/o Town Administrator,  
24 Perry Avenue  
Buzzards Bay, MA  
02532

**NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_ **ADDRESS:** \_\_\_\_\_ **PRECINCT:** \_\_\_\_\_  
**OCCUPATION:** \_\_\_\_\_ **TELEPHONE #** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

### BACKGROUND:

*Harold Kalick* [REDACTED]

| Check | AREAS OF INTEREST (LIST ORDER OF PREFERENCE)   |
|-------|--|
|       | AFFORDABLE HOUSING TRUST - provides the Town with many tools to create and preserve affordable housing, including the ability to option, lease, purchase, renovate, and lease out or sell real estate.   |
| ✓     | ZONING BOARD OF APPEALS - The Board of Appeals shall have and exercise all the powers granted to it by Chapters 40A, 40B, and 41 of the General Laws, and by this Bylaw, those powers being to hear and decide applications for Special Permits upon which the Board is empowered to act under this Bylaw; to hear and decide petitions for variances, excluding variances for use; to hear and decide other appeals from any aggrieved person, officer, or board, or the Cape Cod Planning and Economic Development Commission, to issue comprehensive permits as provided by Sections 20-23, Ch.40B, G.L., and in special cases to issue withheld building permits, as provided by Section 81 Y, Ch.41, G.L. |
|       | BOARD OF ASSESSORS   |
|       | BARNSTABLE COUNTY COASTAL RESOURCES - is the County's coastal advisory committee, serves as a liaison between towns and the County on coastal issues and is the local governance committee for the Cape Cod region of the Massachusetts Bays Program.  |
|       | BARNSTABLE COUNTY HOME CONSORTIUM - is comprised of 15 communities on Cape Cod. Jurisdiction to receive and disburse HOME funds.   |
|       | BARNSTABLE COUNTY HUMAN RIGHTS COMMISSION - To promote and protect the basic human rights of all persons in Barnstable County  |
|       | BUZZARDS BAY ACTION - The mission of the Buzzards Bay Action Committee is to improve collaboration among watershed municipalities.   |
|       | BY-LAW COMMITTEE - Reviews and also recommends updates or changes to the Town By-laws  |
|       | CABLE ADVISORY COMMITTEE- performs research/makes recommendations for cable license renewal  |
|       | CAPE & VINEYARD ELECTRIC COOPERATIVE - was organized on September 12, 2007. Provides for the establishment of energy cooperatives.   |
|       | CAPE COD COMMISSION - is an agency within Barnstable County regional government, but with its own separate and unique funding source, the Cape Cod Environmental Protection Fund.  |
|       | CAPE COD WATER PROTECTION COLLABORATIVE - to help Cape Cod and Islands towns pay for necessary wastewater infrastructure and water quality remediation projects.   |
|       | CAPE LIGHT COMPACT - mission is to serve our 205,000 customers through the delivery of proven energy efficiency programs, effective consumer advocacy, and renewable competitive electricity supply.   |
|       | CAPITAL OUTLAY COMMITTEE - Reviews requests and makes recommendations to the Town Administrator on large equipment or building projects  |
|       | CHARTER COMPLIANCE COMMITTEE - Hears and adjudicates complaints filed alleging Charter Violations  |



## Rebello, Mary

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**From:** Karl Spilhaus [REDACTED]  
**Sent:** Monday, May 16, 2022 2:12 PM  
**To:** Rebello, Mary  
**Cc:** Jim Beyer  
**Subject:** Re: Committee Reappointment

Dear Mary,

My preference is for reappointment as an associate member to the zoning board of appeals. I am aware that Harold Kalick will be submitting his request to be re-appointed to the board. Harold has long experience on this board and he should fill the term recently vacated by Pat Nemeth.

Thanks

Karl Spilhaus

Sent from my iPhone

On May 6, 2022, at 11:05 AM, Rebello, Mary <MRebello@townofbourne.com> wrote:

[REDACTED]  
Karl Spilhaus  
[REDACTED]

RE: Reappointment  
Board of Appeals - Associate

Your appointment to the Board of Appeals - Associate is expiring on June 30, 2022.

If you are interested in being reappointed to this committee please send an email to Mary Rebello – mrebello@townofbourne.com.

If you are not interested in serving another term please send an email to – Maria Simone – msimone@townofbourne.com.

Thanking you in advance for your cooperation.

Mary

*Mary Rebello*  
mrebello@townofbourne.com  
508.759.0600 x1503  
508.759.0420 - fax



Commonwealth of Massachusetts  
Executive Office of Energy & Environmental Affairs

## Department of Environmental Protection

Southeast Regional Office • 20 Riverside Drive, Lakeville MA 02347 • 508-946-2700

Charles D. Baker  
Governor

Karyn E. Polito  
Lieutenant Governor

Kathleen A. Theoharides  
Secretary

Martin Suuberg  
Commissioner

May 9, 2022

Air Force Civil Engineer Center/JBCC  
Attn: Ms. Rose H. Forbes  
Remediation Program Manager  
322 East Inner Road  
Otis ANG Base, Massachusetts 02542

RE: **BOURNE – BWSC**  
Release Tracking Number: 4-0000037  
Joint Base Cape Cod (JBCC), **Draft Final  
Removal Action Completion Report LF-7  
Radar Tube Burial Site**, Comments

Dear Ms. Forbes:

The Massachusetts Department of Environmental Protection (MassDEP) has reviewed the document **"Draft Final Removal Action Completion Report LF-7 Radar Tube Burial Site"** dated April 2022 (the RACR). The RACR documents the completion of construction activities by the U.S. Air Force Civil Engineer Center (AFCEC) for the Non-Time Critical Removal Action (NTCRA) at the Landfill-7 (LF-7) Radar Tube Burial Site located at JBCC. Removal action activities were conducted in accordance with the *Final Removal Action Work Plan* dated December 2021. MassDEP has the following comments on the RACR.

1. Page 5, Section 2.1, Construction Activities, Overview of Site Activities, 1<sup>st</sup> Paragraph:  
The text states **"Site mobilization activities were conducted on December 6th and December 7th, 2021, followed by excavation activities from December 8th to December 9th, 2021."** However, Section 2.6, *Excavation Activities* indicates **"Excavation activities took place from December 7th through December 8th, following completion of pre-construction activities as discussed in Section 2.3 above."** Finally, *Appendix A, JBCC Radar Tube Burial Site Daily Quality Control Report 12/9/2021* does not appear to indicate any Site excavation activities taking place on that day. Please clarify and revise the text accordingly.
2. Page 9, Section 2.6, Excavation Activities, 4<sup>th</sup> Paragraph:  
The text states, **"As a result of the meeting, additional exploration excavations were performed around the LF-7 site as indicated on Figure 4. The final lateral and vertical extent of the excavations are approximate and based on measurements collected in the field. All additional exploratory excavations were completed down to approximately 10 feet below ground surface."** Please clarify whether the final lateral extent of the exploratory excavations included the entire area within the red dot-dashed line illustrated on Figure 4, *Final Extent of Excavation*.

3. Figure 2, LF-7 Site Map:

MassDEP notes that the legend on Figure 2 is titled "**FKHazzsiteID**". Please clarify or revise the figure as necessary.

4. Appendix A, JBCC Radar Tube Burial Site Daily Quality Control Report 12/8/2021:

The *Daily Quality Control Report Description of Production Completed Today By Activity* states **"1319hrs Dave Waters USACE on site, looked over excavation area and observed sampling, asked to have RAD Techs check concrete & rock in wooded section to West of excavation area."** indicating that a representative from the U.S. Army Corps of Engineers had asked the APTIM Federal Services, LLC (APTIM) radiological technicians to survey a concrete debris field located in the wooded section to the west of the LF-7 Site with radiation detectors. Please include a discussion of this activity, along with the results of the survey, in Section 2.0, *Construction Activities*. In addition, please illustrate the concrete debris field area on Figure 2, *LF-7 Site Map*.

Please incorporate this letter into the Administrative Record for the Landfill-7 Radar Tube Burial Site at Joint Base Cape Cod. If you have any questions regarding this letter, please contact me at (508) 946-2871.

Sincerely,



Leonard J. Pinaud, Chief  
Federal Site Management  
Bureau of Waste Site Cleanup

Ec: Upper Cape Boards of Selectmen  
Upper Cape Boards of Health  
JBCC Cleanup Team  
MassDEP Boston/Southeast Regional Office



Commonwealth of Massachusetts  
Executive Office of Energy & Environmental Affairs

## Department of Environmental Protection

Southeast Regional Office • 20 Riverside Drive, Lakeville MA 02347 • 508-946-2700

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Commissioner

May 18, 2022

Air Force Civil Engineer Center/JBCC  
Attn: Rose Forbes  
Remediation Program Manager  
322 East Inner Road  
Otis ANG Base, Massachusetts 02542

RE: **BOURNE – BWSC**  
Release Tracking Number: 4-0000037  
Joint Base Cape Cod (JBCC)  
**Draft Fuel Spill-1 Remedial Action**  
**Completion Report – MOR, Comments**

Dear Ms. Forbes:

The Massachusetts Department of Environmental Protection (MassDEP) has reviewed the Air Force Civil Engineer Center memorandum of resolution dated May 10, 2022, issued for MassDEP comments on the document “**Draft Fuel Spill-1 Remedial Action Completion Report**” dated September 2021 (the FS-1 RACR). The FS-1 RACR documents the completion of the remedial action for the Fuel Spill-1 groundwater in accordance with the *Final Record of Decision Area of Contamination Fuel Spill-1* dated April 2000 and the *Final Explanation of Significant Differences for the Installation Restoration Program Groundwater Plumes at the Massachusetts Military Reservation* dated September 2011.

MassDEP has no comments on the memorandum of resolution addressing MassDEP comments.

Please incorporate this letter into the Administrative Record for the Fuel Spill-1 groundwater operable unit. If you have any questions regarding this matter, please contact me at (508) 946-2871 or Elliott Jacobs at (508) 946-2786.

Sincerely,

Leonard J. Pinaud, Chief  
Federal Site Management  
Bureau of Waste Site Cleanup

P/ej

Ec: Upper Cape Boards of Selectmen  
Upper Cape Boards of Health  
JBCC Cleanup Team  
MassDEP Boston/Southeast Region





Commonwealth of Massachusetts  
Executive Office of Energy & Environmental Affairs

## Department of Environmental Protection

Southeast Regional Office • 20 Riverside Drive, Lakeville MA 02347 • 508-946-2700

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Lieutenant Governor

Kathleen A. Theoharides  
Secretary

Martin Suuberg  
Commissioner

May 2, 2022

Air Force Civil Engineer Center/JBCC  
Attn: Ms. Rose H. Forbes  
Remediation Program Manager  
322 East Inner Road  
Otis ANG Base, Massachusetts 02542

RE: **BOURNE – BWSC**  
Release Tracking Number: 4-0000037  
Joint Base Cape Cod, **Draft Remedial Investigation Uniform Federal Policy Quality Assurance Project Plan Addendum 1: Supplemental Remedial Investigation Otis Gun Club Munitions Response Area**,  
Additional Comments

Dear Ms. Forbes:

The Massachusetts Department of Environmental Protection (MassDEP) has reviewed the document **“Draft Remedial Investigation Uniform Federal Policy Quality Assurance Project Plan Addendum 1, Supplemental Remedial Investigation Otis Gun Club Munitions Response Area”** dated February 2022 (the UFP-QAPP). The UFP-QAPP was prepared under the Military Munitions Response Program (MMRP) for the Air Force Civil Engineer Center (AFCEC) at Joint Base Cape Cod (JBCC). The purpose of the MMRP is to address the remediation of munitions and explosives of concern (MEC), which include unexploded ordnance (UXO), discarded military munitions (DMM) and munitions constituents (MC) located on current and former military installations. The objective of the UFP-QAPP is to describe the management and technical approach to be used during the Supplemental Remedial Investigation (Supplemental RI) to eliminate data gaps and achieve the project data quality objectives to support risk management decisions for the Otis Gun Club Munitions Response Area (MRA). Additional data will be collected as part of the Supplemental RI in support of a Baseline Ecological Risk Assessment (BERA) to delineate and evaluate site-specific contaminants from historical use of the Otis Gun Club MRA as a small arms range. The MassDEP Office of Research and Standards (ORS) has reviewed Attachment #2 of UFP-QAPP **“Draft Baseline Ecological Risk Assessment Work Plan, Otis Gun Club Munitions Response Area”** (the Work Plan). MassDEP offers the following additional comments on the UFP-QAPP.

1. The former Otis Gun Club is located on the western edge of JBCC located approximately ¼ mile east of route 28. The area was used for small arms range firing activities from the 1950s until 2005 and is in an area composed of primarily forested land with wetlands and two kettle ponds. From 2005 to 2015 the Otis Fish & Wildlife Game Club used the area as an archery range. Lead is a contaminant of concern with elevated concentrations of antimony and polycyclic aromatic hydrocarbons (PAHs) in some areas. Ecological receptors potentially present in the uplands and wetlands portion of the MRA include plants, invertebrates, and birds and mammals, amphibians, reptiles, and fish, including some

This information is available in alternate format. Contact Glynis Bugg at 617-348-4040.

TTY# MassRelay Service 1-800-439-2370

MassDEP Website: [www.mass.gov/dep](http://www.mass.gov/dep)

Printed on Recycled Paper

rare and endangered species. Wetlands surrounding both ponds are classified as forested scrub-shrub habitat. Surface water in these wetlands is typically present during the spring and early summer but is absent by the end of the summer in most years. MassDEP requests the following revisions to the Work Plan:

- PAHs were eliminated as contaminants of concern in North Pond sediment without adequate justification. Please revise the Work Plan to include PAHs as contaminants of concern in North Pond, and to specify the collection of an appropriate background data set.
  - The Work Plan suggests that the exposure point for animals exposed to lead in surface soil extends to 20 inches. Given that concentrations at and near the surface are much higher than concentrations below the top few inches, please assess exposures for organisms at the surface separately from exposures to burrowing animals.
  - The Work Plan proposes collecting one reference sample from each reference area. This is completely inadequate. No fewer than five samples should be collected from each area.
  - Please revise the Work Plan to specify that the Massachusetts Natural Heritage and Endangered Species Program (NHESP) will be contacted to ensure compliance with the Massachusetts Endangered Species Act (MESA) during site assessment and site management activities.
  - Please revise the Work Plan to specify that lead pellet sampling will focus on quantifying the density of lead pellets in the top few inches of soil.
  - The Work Plan proposes to use the arithmetic average concentration as the exposure point concentration when the maximum concentration exceeds the upper confidence limit (UCL) and when the UCL cannot be calculated. MassDEP does not support the use of an average or maximum value in place of the UCL. Further, the anticipation of situations where the UCL cannot be calculated suggests that in some locations the sample size may be very small. Please collect sufficient data for risk characterizations to calculate an UCL to derive exposure point concentrations.
2. While the BERA workplan discusses threatened and endangered species in Section 2.1 *Threatened and Endangered Species*, it is not clear if the NHESP has been contacted to determine any steps that may be needed to ensure compliance with MESA and avoid or minimize damages to rare, endangered, and threatened species, species of special concern and their habitats. Therefore, please include a discussion regarding correspondence with the NHESP in the BERA.

In addition to the habitat and the NHESP species of interest discussion provided in the Work Plan and the screening-level ecological risk assessment (SLERA), MassDEP recommends noting in the Work Plan that the North Pond has been identified as a certified vernal pool by the NHESP.

3. Section 3.2.1, *Identification of Constituents of Potential Ecological Concern* indicates that PAHs were eliminated as contaminants of potential concern (COPCs) in North Pond sediment because total PAHs did not exceed U.S. Environmental Protection Agency (EPA) screening values even though some individual PAHs exceeded EPA screening values. The Work Plan cites an EPA reference to support the omission of individual PAHs as COPCs. Section 3.2.1 states **“Because PAHs occur as mixtures in the environment and each individual PAH shares the same mode of narcosis toxicity to aquatic organisms, potential adverse effects from total PAHs were considered over individual PAHs (EPA 2018)”**. However, the requirement to consider the risk from total PAHs does not eliminate the need

to evaluate risk from individual PAHs as well. Please carry PAHs through the risk assessment if screening values are exceeded for either total or individual PAHs.

In addition, please collect samples from South Pond and analyze for PAHs to provide a background data set for comparison to sediment concentrations in the pond. If concentrations of Oil or Hazardous Materials (OHM) are at or below background concentrations, then that OHM need not be included in the risk characterization.

4. The screening-level ecological risk assessment (SLERA) states that several soil contaminants exceed screening levels in samples collected from the top three inches of soil but not in samples collected from the top twenty inches. Higher concentrations at the surface are to be expected in a lead shot drop zone. This concept is clear in Section 9.1.1, *Nature & Extent of Contamination* of the **“Remedial Investigation Report, Otis Gun Club Munitions Response Area, Skeet and Trap Range Munitions Response Site, Pistol Range Munitions Response Site”** (the RI) dated August 2020, which states that soil munition constituents are at **“...higher concentrations at the surface than in the subsurface soil intervals indicating that MC are complexed and relatively immobile”**. Given the conditions at the MRA, ecological receptors that would be exposed primarily to the top three inches of soil may be exposed to higher concentrations of contaminants of concern (COCs) and should be assessed separately from larger organisms such as burrowing animals that would be exposed to deeper soil horizons. Therefore, please consider the risks posed by exposure to both depth intervals separately in the risk assessment.
5. Section 4.1 *Soil Sampling* indicates that one reference soil sample will be collected from an upland area near South Pond and one reference soil sample will be collected from a wetland area near South Pond. Given the inherent variability of environmental data MassDEP requests that at least five samples be collected from each reference location.
6. Section 5.1, *Conceptual Site Model* states **“The most significant exposure route for wildlife (i.e., birds and mammals) is ingestion of lead in contaminated media (EPA 2003), which includes soil and biota (food) items”**. Please amend the text to include the potential ingestion of lead shot, which may occur for some birds that collect grit for digestion and can be fatal.
7. Section 5.3.1, *Exposure Point Concentrations* states **“When the calculated 95UCLM exceeds the maximum detected concentration of a COPEC or a 95UCLM cannot be calculated, the arithmetic average concentration will be used as the EPC”**. When the 95 percent upper confidence limit on the mean (95UCLM) exceeds the maximum value it usually means the variability of the data is very high or there is a small data set, perhaps both. One way to resolve this issue is to collect more data. In the circumstance that a 95UCLM exceeds the maximum value, MassDEP recommends using the 95UCLM concentration as a conservative estimate of the exposure concentrations.
8. Section 5.4.1, *Toxicity Evaluation-Invertebrates* and Section 5.4.2, *Toxicity Evaluation-Aquatic Life* propose that results from the toxicity studies will be compared to the lab control and the reference area and that both the control and reference must be statistically different to indicate risk. For both invertebrates and aquatic life, please compare the site toxicity to site reference results to assess the impacts from the Site. If effects from the Site are determined to be statistically greater than the reference area MassDEP would conclude that a condition of no significant risk has not been met.

However, MassDEP has seen cases where site conditions were clearly causing toxicity but because of high variance in the data no statistically significant difference was detected between the site toxicity and the reference toxicity.

9. The RI indicates that soil munition constituents are at “...**higher concentrations at the surface than in the subsurface soil intervals indicating that MC are complexed and relatively immobile**”. In contrast to this statement, Attachment 5, Field Standard Operating Procedures, *Standard Operating Procedure No. 5 for Lead Pellet Study* indicates soil will be collected for lead shot pellets at a depth of 1 foot. Lead shot pellets are very unlikely to migrate into the soil beyond the first few inches of the topsoil. Lead shot assessments should be focused on surface soils because lead shot is not typically expected to reach soil horizons deeper than six inches (Duggan & Dwahan, 2007)<sup>1</sup>. Typically, sites with lead shot are screened for shot counts by collecting soil samples from a 12-inch by 12-inch area sampled 1 inch below the ground surface (USFWS, 2004)<sup>2</sup>.

MassDEP recommends using the soil lead shot sampling methodology put forth in the *Ecological Risk Assessment for the Patuxent Wildlife Refuge* (USFWS, 2004). This approach has been applied at several other locations including the Bryant Range at Fort Devens in Ayer, MA. The approach used at these sites included collecting soil from suspected drop/fallout zones and screened for shot counts collected in a 12-inch by 12-inch area sampled approximately 1 inch below the ground surface. This approach was utilized to provide an estimate of lead shot near the ground surface that could be ingested as grit by birds feeding on the soil surface.

Please incorporate this letter into the Administrative Record for the Otis Gun Club MRA at Joint Base Cape Cod. If you have any questions regarding this letter, please contact me at (508) 946-2871.

Sincerely,



Leonard J. Pinaud, Chief  
Federal Site Management  
Bureau of Waste Site Cleanup

Ec: Upper Cape Boards of Selectmen  
Upper Cape Boards of Health  
JBCC Cleanup Team  
MassDEP Boston/Southeast Regional Office

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<sup>1</sup> Duggan, J. & Dhawan, A. 2007. Speciation and Vertical Distribution of Lead and Lead Shot in Soil at a Recreational Firing Range. *Soil & Sediment Contamination*, 16: 351-369.

<sup>2</sup> U.S. Fish & Wildlife Service. (USFWS). 2004. Ecological Risk Assessment for the Prime Hook Lead Pellet Site Prime Hook National Wildlife Refuge, Milton, DE.





Commonwealth of Massachusetts  
Executive Office of Energy & Environmental Affairs

## Department of Environmental Protection

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Secretary

Martin Suuberg  
Commissioner

May 10, 2022

Impact Area Groundwater Study Program  
ATTN: Mr. Shawn Cody, Program Manager  
1807 West Outer Road  
Camp Edwards, MA 02542

RE: **BOURNE--BWSC**  
Release Tracking Number: 4-0015031  
Joint Base Cape Cod (JBCC), **Draft**  
**Technical Memorandum Demolition Area**  
**1 D1-EW-533 System Startup Monitoring**  
**Plan, Comments**

Dear Mr. Cody:

The Massachusetts Department of Environmental Protection has reviewed the document **"Draft Technical Memorandum Demolition Area 1 D1-EW-533 System Startup Monitoring Plan"** (the Tech Memo) dated May 2022. The Tech Memo presents the monitoring plan proposed for a new extraction well (D1-EW-533), infiltration well and associated modular treatment unit within the Demolition Area 1 groundwater plume to address elevated concentrations of perchlorate in groundwater. The addition of extraction well D1-EW-533 is projected to reduce the cleanup time for the Demolition Area 1 groundwater plume by approximately seven years. MassDEP offers the following comment on the Tech Memo.

1. Page 1, Background:

The text states **"EMR systems have operated at Demolition Area 1 since 2004."** Please change "EMR" to "ETR" (extraction, treatment, and reinjection) in the text.

Please incorporate this letter into the Administrative Record for the Demolition Area 1 groundwater operable unit. If you have any questions regarding this matter, please contact me at (508) 946-2871 or Elliott Jacobs at (508) 946-2786.

Sincerely,

Leonard J. Pinaud, Chief  
Federal Site Management  
Bureau of Waste Site Cleanup

P/ej

Ec: Upper Cape Boards of Selectmen  
Upper Cape Boards of Health  
JBCC Cleanup Team  
MassDEP Boston/Southeast Region

This information is available in alternate format. Contact Glynis Bugg at 617-348-4040.

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## Department of Environmental Protection

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Secretary

Martin Suuberg  
Commissioner

May 9, 2022

Impact Area Groundwater Study Program  
ATTN: Mr. Shawn Cody, Program Manager  
1807 West Outer Road  
Camp Edwards, MA 02542

RE: **BOURNE--BWSC**  
Release Tracking Number: 4-0015031  
Joint Base Cape Cod (JBCC), **Draft J-2**  
**Range Eastern 2021 Environmental**  
**Monitoring Report - RCL**, Comment

Dear Mr. Cody:

The Massachusetts Department of Environmental Protection (MassDEP) has received the responses to comments letter (the RCL) dated May 3, 2022 issued by the Army National Guard Impact Area Groundwater Study Program (IAGWSP) for the document "**Draft J-2 Range Eastern 2021 Environmental Monitoring Report**" (the Monitoring Report) dated February 2022. The Monitoring Report describes groundwater and system performance monitoring activities performed at the J-2 Range Eastern groundwater plume during the period of November 2020 through October 2021.

MassDEP has no further comments on the Monitoring Report and no comments on the RCL.

Please incorporate this letter into the Administrative Record for the J-2 Range Eastern groundwater operable unit. If you have any questions regarding this matter, please contact me at (508) 946-2871 or Elliott Jacobs at (508) 946-2786.

Sincerely,

Leonard J. Pinaud, Chief  
Federal Site Management  
Bureau of Waste Site Cleanup

P/ej

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MassDEP Boston/Southeast Region