

Town of Bourne
24 Perry Avenue, Buzzards Bay, MA 02532-3441
(508) 759-0600

2022 MAR -1 PM 12: 22

TOWN CLERK BOURNE

Board of Selectmen Minutes, July 06, 2021

In attendance:

Chairman Peter Meier

Vice Chair Judith Forman

Clerk George Slade

Mary Jane Mastrangelo

Jared MacDonald (arrives at 6:08 PM)

Stanley Andrews BOH

Galon Barlow BOH

William Meier BOH

Town Administrator Tony Schiavi

Assistant Town Administrator Glenn Cannon

Meeting is opened by Chairman Peter Meier at 6:00 PM

Chairman Meier notes that Jared MacDonald and Judy Froman had notified the Board prior to the last meeting that they would not be in attendance for the June 15th meeting.

Chairman announces that the meeting is being recorded (no one in the audience is recording the meeting).

1. Chairman of the board calls for a moment of silence for those who passed, Nelson Braise and Margie McCloon, and for Public Service Members.
2. All stand for the Pledge of Allegiance.
3. Vice Chair Judy Forman reads Town of Bourne vision.
4. Mary Jane Mastrangelo reads Town of Bourne Mission.
5. Chair call for public comment - none
6. Chairman Stanley Andrew of the Board of Health calls the joint BOH meeting to order at 6:04.

A seat on the BOH has become available. One letter of interest has been received, Barbara Princiotta. Barbara Princiotta approaches the board to express interest.

Motion: Galon Barlow makes a motion to appoint Barbara Princiotta to the Board of Health until the next election. William Meier seconds the motion.

Roll Call Vote: Board of Selectmen - Judy Froman - Yes, George Slade - Yes, Peter Meier - Yes, Mary Jane Mastrangelo - Yes, Jared MacDonald - Yes, **Board of Health** - Stanley Andrews - Yes, Galon Barlow - Yes, William Meier - Yes

Vote: 8-0-0.

Motion: Galon Barlow moves the motion to adjourn the joint meeting of the Board of Health, William Meier seconds the motion. All BOH members are in favor.

Vote: 3-0-0.

7. The BOH Joint Meeting is adjourned at 6:07

8. Minutes

Motion: Vice Chair Judy Froman makes a motion to approve the minutes of April 14, 2021. This motion is seconded by Jared MacDonald
Vote: 5-0-0.

Motion: Vice Chair Judy Froman moves the motion to approve the minutes of June 1, 2021 with minor spelling edits. This motion is seconded by Jared MacDonald
Vote: 5-0-0.

Motion: Judy Froman moves the motion to approve the minutes of June 9, 2021. This motion is seconded by Jared MacDonald
Vote: 5-0-0.

June 15, 2021 minutes will be tabled for the next meeting.

9. Appointments and Licenses

- A. Cape Cod Canal Day Festival requests a one-day liquor license for September 18, 2021.

Motion: Jared MacDonald makes a motion to grant Patriots Bartending Services, Erik Christensen, a one day liquor license for the sale of wine and malt beverages as part of the Cape Cod Canal Day Festival fundraiser located at the Buzzards Bay Park, Buzzards Bay on September 18, 2021 from 11:00 AM to 6:00PM.. Judy Froman seconds the motion.
Vote: 5-0-0.

- B. Discussion to remove and replant 13 trees at Buzzards Bay Park. Robert Dewar of Vincent Michienzi is present to further explain the plan to remove trees to open up a pathway in the park. Town Administrator Tony Schiavi explains the trees are expected to be replanted, as the trees are new. The Town Administrator explains 13 trees are not very old, only 3-4 trees actually need to be removed and this time of year is not ideal for replanting. The Chair recommends removing the minimum amount of trees needed now. Judy Froman agrees trees should be replanted elsewhere. Mary Jane Mastrangelo asks when trees should be replanted and recommends moving them to the Bourne Police Department. A motion is made by Judy Froman to allow Vincent McKenzie to remove up to 4 trees as shown on attached plan and construct a patio. Applicant shall use certified tree removal company

Motion: Judy Froman makes a motion to allow Vincent Michienzi to remove and replant four (4) Arborvitaes and construct a four (4) foot sidewalk from the patio on "Mic's Main Scoop" at 100 Main Street to the existing sidewalk within the Buzzards Bay Park as shown on the attached plan titled "Proposed Walkway Plan in Bourne, MA" and dated April 2, 2021. The applicant shall utilize a certified tree company, approved by the town, experienced in the excavation, removal and proper replanting of these types of trees. The Applicant shall fill and regrade the excavated area, any disturbed area and install sod to the same. This motion is seconded by Mary Jane Mastrangelo.
Vote: 5-0-0.

- C. Police service officer appointment Candidate Kylar Giovanni Macoratti is present with Chief . The Chief speaks on Mr. Macoratti's qualifications. Mr. Macoratti is present

with the new uniform. The BOS welcome's Mr. Macoratti to the position. A motion is made by Judy Froman and 2nd by Jared MacDonald, all are in favor and the motion carries.

Motion: Judy Froman makes a motion to appoint Kylar Giovanni Macoratti as a Community Service Officer with a term to expire on 6-30-2022. Jared MacDonald seconds this motion. All members are in favor.

Vote: 5-0-0.

D. Recreation Committee Appointment (1 year term)

Linda Fletcher is present to speak to her interest and qualifications for the open seat. Kristen J. Weisker is also present to speak to her qualifications and interest in the 1 year open seat. No question from the Board.

Motion: A motion is made by George Slade to put the two applicants up for appointment and seconded by Judy Froman. All are in favor.

Vote: 5-0-0.

Roll Call Vote: Jared MacDonald - Linda Fletcher, Judy Froman - Kristen J. Weisker, George Slade - Linda Fletcher, Mary Jane Mastrangelo - Linda Fletcher, Peter Meier - Kristen J. Weisker.

Motion: Jared MacDonald makes a motion to appoint Linda Fletcher to the Recreation Committee with the term to expire on June 30, 2023 and is seconded by Judy Froman. Judy Froman abstains from voting.

Vote: 4-0-1

George Slade and Judy Froman speak to Ms. Weisker and ask that she stay involved with the town and committee.

E. The Public Hearing to vote to approve a year-round Common Victualer's License to BBay 149 LLC (d/b/a Rod and Rail), Jennifer Reid (Manager) for the sale of all kinds of alcoholic beverages under M.G.L. Chapter 38, Section 12. All alcoholic beverages shall be drunk on the premises located at 145 Main Street, Buzzards Bay starts at 6:35 PM.

Motion: Judy Froman makes a motion to open the public hearing, This motion is seconded by George Slade.

Roll Call Vote: Board of Selectmen - Judy Froman - Yes, George Slade - Yes, Peter Meier - Yes, Mary Jane Mastrangelo - Yes, Jared MacDonald -Yes,

Vote: 5-0-0

Applicant is present to discuss the restaurant Rod and Rail. The Chair asks questions on the type of establishment. Applicant discusses menus and atmosphere of the establishment.

Motion: Judy Froman makes a motion to approve a year-round Common Victualer's License to BBay 149 LLC (d/b/a Rod and Rail), Jennifer Reid (Manager) for the sale of all kinds of alcoholic beverages under M.G.L. Chapter 38, Section 12. All alcoholic beverages shall be drunk on the premises located at 145 Main Street, Buzzards Bay. This motion is seconded by Jared MacDonald.

Vote: 5-0-0.

F. The Roadway Traffic Safety Committee Appointments

- i. Bourne Police Department Lt. John Stowe
- ii. Bourne FD Chief David Cody
- iii. Department of Public Works Shawn Patterson
- iv. Engineering Department Tim Lydon
- v. Town Planner Coreen More

The Town Administrator speaks to the need to fill the committee. There are 5 heads of department and 1 Board of Selectman member as Ex Officio. Judy Froman asks how this differs from other traffic committees. The Town Administrator explains this committee is for stop sign requests, speed limit changes and areas with many accidents. MJ speaks in favor of this committee to help residents with questions. The Chair asks questions for meeting time of committee and how it may be difficult for residents who are not retired. The TA suggests re-evaluating if no applicants. Mary Jane Mastrangelo to appointment the 5 department heads to the roadway traffic, JF seconds, all are in favor.

Motion: Mary Jane Mastrangelo makes a motion to appoint Lieutenant John Stowe, Chief David Cody, DPW Superintendent Shawn Patterson, Engineering Technician Tim Lydon and Town Planner Coreen Moore, to the Road and Traffic Safety Committee with the terms to expire on 6-30-2022. Judy Froman seconds the motion.

Vote: 5-0-0.

G. Temporary construction license for 135 Circuit Ave Easement to install septic.

The Town Administrator informs the Board that the plan is approved by Board Of Health but does call for a vote by the Board of Selectmen to allow the installment of the septic system. A representative is present for 135 Circuit Ave. He presents a map of 135 Circuit Ave and where construction is planned to take place. The Assistant Town Administrator, Glenn Cannon, discusses how the system will be enforced for traffic. The representative discusses the specifics of this system and that it cannot handle traffic weight. Katie Wagner is present and plans to move forward in late September to avoid heavier traffic. Glenn Cannon reminds residents of the 90 day time limit for project approval.

Motion: Judy Froman makes a motion to allow Digging on Town Land under Town Bylaw Section 3.1.2 through a Temporary Construction License to Katherine Wagner for the installation of a septic system as shown on the plan titled "Proposed Subsurface Sewage Disposal Plan in Bourne, Massachusetts", dated September 30, 2020 for 135 Circuit Ave and confined to the terms of the Easement granted at the October 17, 2011 Special Town Meeting, and recorded on November 27, 2012. This motion is seconded by Jared MacDonald. All are in favor.

Vote: 5-0-0.

H. Annual Committee Appointment Renewal.

Motion: Judy Froman makes a motion to reappoint David Quinn to the Barnstable County HOME Consortium with the term to expire on June 30, 2024. (Human Services Committee). Jared MacDonald seconds the motion, all are in favor.

Vote: 5-0-0

Motion: Judy Froman makes a motion to reappoint Brandon Esip and Chris Power to the Human Services Committee with both terms to expire on June 30, 2024. Jared

MacDonald seconds the motion, all are in favor.

Vote: 5-0-0

Motion: Judy Froman makes a motion to reappoint Stanley Andrews, Shawn Patterson and Robert Schofield to the Bourne Landfill Business Model Working Group with all terms to expire on June 30, 2022. Jared MacDonald seconds the motion, all are in favor.

Vote: 5-0-0

Motion: Judy Froman moves the motion to reappoint Richard Kantor as an Associate Member to the Historic Commission with the term to expire on June 30, 2022 and is seconded by Mary Jane Mastrangelo

Vote: 5-0-0

Motion: Judy Froman makes a motion to approve Elizabeth Bohacs, Susan Cronin and Judith Shorrock to the Special Works Opportunity Program with all terms to expire on June 30, 2022. Jared MacDonald seconds the motion, all are in favor.

Vote: 5-0-0

I. Council on Aging Presentation by Debbie Oliviere, from the Bourne COA is present to explain how the staff worked via phone with seniors and weekly to-go meals for seniors were organized. The COA worked to get seniors vaccinated and worked with seniors with no computer access. The COA is starting with a few programs in June. Repairs were done in May on the building and opened July 1st. New program is Wellness Wednesday for Seniors. The COA is taking precautions to keep seniors safe during COVID. The COA is hoping to add a new driver for a new COA van to pick up seniors who are not driving. Debbie gives details of new events for COA into the fall. The Board thanks the Council on Aging for all of their hard work.

Kathy MacDougall speaks to the BOS of her experience and thanks Debbie Oliverie for all her hard work and programs. She expresses concern for older homebound residents and the staffing struggle for facilities for seniors. She has spoken with the town of middle borough and how they fund their COA. 1/3 of Bourne is older and cannot travel. She expresses the need to help with their diet. She speaks as an advocate for seniors who cannot be present and their needs. Mary Beth approaches the BOS to speak on the need of seniors who need assistance but leave to return to an empty home and how COVID still affects them. She speaks on the need for programs to help homebound elders in Bourne. The Chair notes the BOS will keep working with the COA and figure out how to help seniors in need and how to transition past COVID. The Chair thanks Debbie Oliverie for being present.

J. Department of Public Works Presentation on Temporary Emergency Repairs.

Shawn Patterson and the Town Administrator are present to discuss plans. The Town Administrator discusses how roads that are not maintained by the Town will need to be addressed and how the Town and residents need a plan for road repairs. Mr. Patterson is present for the proposal. Mr. Patterson discusses "Lake Howard " and the challenge for residents and emergency vehicles. Mary Jane Mastrangelo inquires about the Town Counsel's opinion on Bylaw and how it is currently written for emergency repairs. about potholes on that road and how the sand from those holes is what is filling catch basins. Mr. Patterson also discusses how difficult these areas are to plow. Glenn Cannon discusses the safety matters and the urgency for the Board to address the (unaccepted) roads. Judy Froman expresses she does not want to delay these repairs. The Town Administrator suggests having multiple avenues to take to ensure the roads are taken care of. Glenn Cannon and the Town Administrator discuss possibilities of the roads being accepted and how it is not guaranteed to be accepted. A road has not been accepted since 1995.

Motion: Judy Froman makes a motion to allow various roadway improvements to occur on Howard Avenue, such as, but not limited to, filling potholes and drainage improvements. As required the cost of such repairs shall NOT commence unless the repairs are paid by the abutters by a cash deposit as allowed under Town Bylaw Section 3.1.28. This motion is seconded by Jared MacDonald. Mary Jane Mastrangelo abstains from voting and requests a copy of the subdivision plan to be provided to the Board.

Vote: 4-0-1

10. Selectmen's Business

The Chair asks to take business out of order.

C. Marine Life Center

Present is Mr. Perry. Introduces new director, Marie and shares her qualifications. The Town Administrator explains the amendment to their main lease is about to expire and needs to be renewed.

Motion: Judy Froman makes a motion to direct the Town Administrator to work with Town Counsel on extending the National Marine Life Center Lease Agreement Amendment dated August 27, 2019 and expiring on August 27, 2021 for a period of three years from August 28, 2021 to August 27, 2024. This motion is seconded by Jared MacDonald.

Vote: 5-0-0.

F. Renewing Historical Society Leases for 30 Keene Street. The Chair explains how the new lease will be imposed. The BHS is the only tenant in the building currently. He asks to extend the lease to 30 years with a 5-year option. The TA explains the benefits of extending lease. Diane is present from the Bourne Historical Society. She approaches the BOS and states the lease would work well for them. Judy Froma asks when the 30 years will start. TA explains from today. Judy Froman and Mary Jane Mastrangelo to approve the lease and is 2nd by Jared MacDonald. No discussion, All in Favor, No opposed, passes.

Motion: Judy Froman makes motion to approve the lease between the Town of Bourne and the Bourne Historical Society, Inc. (a Massachusetts Non-Profit Corporation) for the building located at 30 Keene Street, Bourne, MA known as the Archives Building for a period of 30 (thirty) years from July 1, 2021 to July 1, 2051. This motion is seconded by Jared MacDonald, all are in favor.

Vote: 5-0-0.

10.A. The TA explains The Calendar for the timeline for the Fall Special Town Meeting. Monday, November 15, 2021 is the proposed date. The Chair asks why the meeting is so late this year. The Town Administrator explains the benefits of having a November Town Meeting and how more time is needed to make the meeting beneficial (budgets, timing, and efficiency). George Slade states extra time may be helpful. Mary Jane Mastrangelo expresses concerns with hiring a new Town Administrator and how it may affect STM. She prefers an earlier STM date but sees benefits of the 15th. Judy Froman supports Nov 15th date.

Motion: Judy Froman makes a motion to select November 15, 2021 as the date for Fall Special Town Meeting, Jared MacDonald seconds the motion and all are in favor.

Vote: 5-0-0.

10.B. Opening and closing dates of STM warrant.

Motion: Judy Froman makes a motion to open the November 15, 2021 Special Town Meeting Warrant on August 9, 2021. Jared MacDonald seconds the motion.

Vote: 5-0-0.

Motion: Judy Froman makes a motion to close the November 15, 2021 Special Town Meeting Warrant on September 24, 2021. Jared MacDonald seconds the motion and all are in favor.

Vote: 5-0-0.

10.D. Department of Environmental Protection

The Town Administrator shares with the BOS they are waiting to hear from the DEP for an update on the application. The Town Administrator explains to the BOS that DEP is still working with the Town to come to an agreement. He asks if the Board would like him to develop a letter to respond to DEP's mitigation plan. The chair supports this. Mary Jane Mastrangelo speaks in support. The Town Administrator discusses steps that have been taken so far to positively affect this.

Motion: Judy Froman makes a motion to direct the Town Administrator to write a letter of commitment to participate in development of the Buzzards Bay Water District's mitigation plan as required by the Massachusetts Department of Environmental Protection. Mary Jane Mastrangelo seconds the motion.

Vote: 5-0-0

10.E. Appointments

1. Housing Trust

Motion: Judy Froman makes a motion to reappoint Peter J. Meier to the Affordable Housing Trust with the term to expire on June 30, 2022. Mary Jane Mastrangelo seconds the motion.

Vote: 5-0-0

2. Bourne Landfill Business Model Working Group

Motion: Judy Froman makes a motion to reappoint Jared MacDonald to the Bourne Landfill Business Model Working Group with the term to expire on June 30, 2022. Mary Jane Mastrangelo seconds the motion.

Vote: 5-0-0

3. CCIWFMB has an open seat. Mary Jane Mastrangelo is interested in being appointed. The Town Administrator discusses current appointment breakdown. George Slade expresses his concerns with Glenn Cannon's busy schedule and is in favor of Mary Jane Mastrangelo. Glenn Cannon recommends a BOS member being assigned to the CCIWMB.

Motion: George Slade makes a motion to appoint Mary Jane Mastrangelo to the Cape Cod and Islands Water Protection Fund – Management Board with the term to expire on June 30, 2022. Jared MacDonald seconds the motion.

Vote: 5-0-0

4. Cape Cod Regional Transit Authority

Motion: Judy Froman makes a motion to reappoint George G. Slade Jr. to the Cape Cod Regional Transit Authority with the term to expire on June 30, 2022. Jared MacDonald seconds the motion.

Vote: 5-0-0

5. Community Action Committee of Cape Cod and Islands, Inc.
The Chair recommends reaching out to the school committee in search of an appointment. George Slade agrees, the Chair defers action.

6. Community Engagement Committee

Motion: Peter Meier makes a motion to appointment Judy Froman to the Community Engagement Committee for the term to expire on June 30, 2022. Mary Jane Mastrangelo seconds the motion.

Vote: 5-0-0

7. Local Emergency Planning Committee

Motion: Judy Froman makes a motion to reappointment George G. Slade Jr. to the Local Emergency Planning Committee for the term ending on June 30, 2022. Jared MacDonald seconds the motion.

Vote: 5-0-0

8. Massachusetts Military Reservation - Military Civilian Community Council

Motion: Judy Froman makes a motion to reappointment George G. Slade Jr. to the Massachusetts Military Reservation - Military Civilian Community Council for the term ending on June 30, 2022, Mary Jane Mastrangelo seconds the motion. Jared MacDonald seconds the motion.

Vote: 5-0-0

9. Massachusetts Military Reservation

George Slade is the current rep and notes this has been merged and willing to forgo. The Chair defers this item.

10. OPEB Trust fund.

Chair nominates Town Administrator for voting member.

Motion: Judy Froman moves the motion to nominate Anthony Schiavi as a voting member TA with the term ending on June 30, 2022. Jared MacDonald seconds the motion.

Vote: 5-0-0

11. Private Roads Acceptance Committee

Motion: Judy Froman makes a motion to appoint Mary Jane Mastrangelo Ex Officio (non-voting) member to the Private Roads Acceptance Committee for the term ending on June 30, 2022. Jared MacDonald seconds the motion.

Vote: 5-0-0

12. Roadway Traffic Safety Committee

Motion: Jared MacDonald makes a motion to appointment Judith Froman as an Ex Officio (non-voting) member to the Roadway Traffic Safety Committee for the term ending on June 30, 2022. George Slade seconds the motion.

Vote: 5-0-0

13. Trustees of the Bourne Veterans Memorial Community Center
The Chair notes he is appointed by state statute.

The Town Administrators Appointments

South Side Fire Station the Chair is appointed representative until the project is completed or re-voted.

The TA Advisory Committee on Pedestrian Pathways.

Motion: Judy Froman makes a motion to reappoint George G. Slade to the PA Advisory Committee on Pedestrian Pathways with a term ending on June 30, 2022. Jared MacDonald seconds the motion.

Vote: 5-0-0

The Wastewater Facilities and Design Committee

The Chair is appointed and notes this project is almost over and will remain until the project is complete.

G. Accept the gifts to the Town in the amount of a \$2,000 gift the Bourne Shellfish Fund and \$500 to the Recreation Department.

Motion: Judy Froman makes a motion to accept a donation of a \$2,000 gift to the Bourne Shellfish Fund and is seconded by Jared MacDonald.

Vote: 5-0-0

Motion: Judy Froman to accept a donation of a \$500 gift to the Bourne Recreation Department and the motion is seconded by Jared MacDonald.

Vote: 5-0-0

The Town Administrator's Report

A. MASSDOT Bridge replacement presentation was held and gave recap. There was great attendance at the webinar. They discussed cost, roadways etc. They are still early in the stages.

B. i. Current vacancies: Police Chief, Library director

Special legislation was filed in June and the process is underway to find the next Police Chief. He has collected some public input from the Town of characteristics needed for the next chief. Mr. Schiavi discusses some options for choosing the next Police Chief. He has

also met with the Library Trustees to discuss the next Library director and what they are looking for in the next director. The process is in the beginning stages, and the trustees are working on a characteristic outline for the next director. The library is doing well currently and the trustees are stepping in to help run the library while searching for the next director.

ii. New positions: Information Technology/ MIS Human Resources and Facility Director

The Roadway Traffic Safety Committee shares the update with the Board of the IT position. Human Resources is creating joint job descriptions for the future but may not be finalized until September.

- C. FY21 Closeout: Mr. Schiavi will meet with FIN Com and BOS on the 12th in a joint session and potential fund transfers. The Town budget revenue was met. He discusses the possibility of hiring an outside firm to research hotel tax. There was a successful completion of the Ambulance Fund. The Roadway Traffic Safety Committee explains where the additional funds came from. The Fire Department and staff found funds that were not being used. (Medicare/ ambulance calls) recurring source of revenue. Mr. Schiavi recommends continuing this practice in the future.
- D. Splash pad Update - The part needed has arrived and should be installed this week. The Town Administrator thanks everyone's patience.

12. Correspondence

- George Slade shares he has Minutes for Upper Cape Tech District Community meeting of May 13, 2021
- Cape Light Compact Joint Powers Agreement
- Habitat For Humanity of Cape Cod
- Connie Spilhaus resignation from Recreation Committee
- Marine Fisheries
- Secretary of Interior Pilot Payments Items State lotto com.
- FEMA measures and John is resigning.

All Correspondence are listed on the Town website.

13. Committee Reports

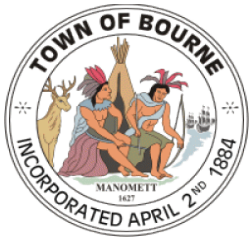
George Slade discusses the new bridge project and expresses concern to tune into meetings. Judy Froman discusses bridge planning meetings and the organization and transportation. Jared MacDonald has no meeting updates. George Slade thanks the Town Administrator and Town Administration for their work while repairs took place with the Gardner Bridge. The Chair shares the Southside Fire Station Committee will be meeting soon. Police Building Committee has sent a seven-day letter in regards to the floor and issues with fixing the stairwells and window issues. Wastewater Building Committee; Clearwater tests are being done Thursday. Plant should be starting soon (at 50% occupancy).

14. Adjourn

Motion: Jared MacDonald makes a motion to adjourn, Judy Froman seconds this motion.

Vote: 5-0-0.

This meeting is adjourned at 9:29PM



Board of Selectmen Meeting Notice AGENDA



Date
July 06, 2021

Time
6:00 P.M.

Location
Bourne Veteran's Memorial Community Center
239 Main Street, Buzzards Bay

Note this meeting is being televised, streamed or recorded by Bourne TV. If anyone in the audience is recording or video-taping, they need to acknowledge such at this time.

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

6:00 P.M. 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. **Open Joint Meeting with the Board of Health**
 - a. Discussion and possible vote to fill a Board of Health vacancy
 - i. Barbara Princiotta
7. Board of Health adjourn from the Joint Meeting with the Board of Selectmen
8. **Minutes:** 04.14.21; 06.01.21; 06.09.21; 06.15.21
9. **Appointments and Licenses**
 - a. **6:30 P.M. Public Hearing:** Liquor license under Ch. 138, Sec 12 for a year-round all alcoholic beverage license for BBay 149 LLC, DBA Rod & Rail at 145 Main Street Buzzards Bay

- b. Discussion and possible vote – Cape Cod Canal Day Festival – Request for one-day liquor license for September 18, 2021
- c. Discussion and possible vote - Request by Vincent Michienzi to remove and replant 13 trees at Buzzards Bay Park and install a 4' wide asphalt sidewalk to connect the patio of "Mic's Main Scoup" 100 Main Street Buzzards Bay to the existing asphalt walkway within Buzzards Bay Park
- d. Community Service Officer Appointment
 - i. Candidate - Kylar Giovanni Macoratti
- e. Recreation Committee Appointment (1 vacancy)
 - i. Linda Fletcher
 - ii. Kristin J. Weisker
- f. Road and Traffic Safety Committee Appointments
 - i. Bourne Police Department – Lt. John Stowe
 - ii. Bourne Fi
 - iii. .0re Department – Chief David Cody
 - iv. Department of Public Works - Shawn Patterson
 - v. Engineering Department - Tim Lydon
 - vi. Town Planner - Coreen Moore
- g. Discussion and possible vote on a temporary construction license to excavate on town property IAW an approved septic easement area for 135 Circuit Ave, Pocasset
- h. Annual Committee Appointment Renewals
- i. Council on Aging Presentation – Program status update
- j. Department of Public Works – Presentation on temporary emergency repairs – Howard Ave.

10. Selectmen's Business

- a. Discussion and Possible Vote on Fall Special Town Meeting Date
- b. Discussion and Possible Vote on dates for opening and closing the Fall Town Special Town Meeting Warrant
- c. Discussion and Possible Vote on extending the amendment to the National Marine Life Center Lease
- d. Discussion and Possible Vote on submitting a letter to the Department of Environmental Protection related to the towns intent to address water mitigation strategies
- e. Discussion and Possible Vote on Board of Selectmen Committee Appointments
- f. Discussion and Possible Vote on renewing the Historical Society Lease for the Bourne Historical Society Inc., located at 30 Keene Street, Bourne, Ma
- g. Vote to accept a \$2,000 gift to the Bourne Shellfish Fund and \$500 to the Recreation Dept.

11. Town Administrator

- a. Update on personnel actions –
 - i. Current vacancies - Police Chief, Library Director
 - ii. New Positions: Information Technology/MIS, Human Resources and Facility Director positions
- b. FY21 Closeout Update
- c. Splash Pad Update

12. Correspondence

13. Committee Reports

14. Adjourn

Bourne Board of Health Vacancy Announcement

The Bourne Board of Selectmen invite interested residents to apply to serve as a member of the Bourne Board of Health for an unexpired term until the **2022** annual town election in May 2022. Interested candidates should submit a letter of interest and resume to George G. Slade, Jr., Clerk, Bourne Board of Selectmen, c/o Bourne Board of Selectmen, 24 Perry Ave Buzzards Bay, MA 02532 no later than 4:00PM on **Friday June 25, 2021**. Email submissions are highly encouraged and should be sent to George Slade at gslade@townofbourne.com. Candidates will be interviewed at a joint meeting of the Board of Health and Board of Selectmen on Tuesday July 6, 2021 at 6:00PM. For further information on the vacancy, duties and responsibilities, please call Anthony Schiavi, Town Administrator at 508.759.0600 ext. 1304 or email ASchiavi@townofbourne.com.

RECEIVED

2021 JUN -2 PM 1:21

TOWN CLERK BOURNE

April 29, 2021

Dear Chairman Andrews,

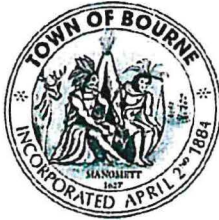
It is with regret that I am writing to inform you of my decision to resign my position on the Bourne Board of Health, effective immediately.

It has been a pleasure being a part of this Board and serving the community. I am so proud of all that we have accomplished in the years that I have been privileged to serve, and have no doubt the board will continue to do great work.

Respectfully,

A handwritten signature in cursive script, reading "Kelly Mastria".

Kelly Mastria



Terri A. Guarino
Health Agent

TOWN OF BOURNE BOARD OF HEALTH

24 Perry Avenue
Buzzards Bay, MA 02532
www.townofbourne.com/health
Phone (508) 759-0600 ext. 1513
Fax (508) 759-0679



June 2, 2021

To the Honorable Board of Selectmen:

I am writing to notify you of a vacancy in the elected Bourne Board of Health subsequent to the resignation of the Board of Health Clerk, Kelly Mastria. On May 26, 2021, the remaining members of the Board voted to provide you with written notice of this vacancy pursuant to M.G.L c. 41 §11 in an effort to proceed with the filling of this role. Should you need any additional information from the Health Department, please do not hesitate to contact us.

Sincerely,

Stephanie Fitch, MPH
Health Inspector

C.C. Town Clerk, Board of Health

RECEIVED
2021 JUN -2 AM 9:21
TOWN CLERK BOURNE

Sundman, Nancy

From: Slade, George
Sent: Saturday, June 12, 2021 2:40 PM
To: Barbara Princiotta
Cc: Schiavi, Anthony; Meier, Peter; Cannon, Glenn; Sundman, Nancy
Subject: RE: Bourne Board of Health

Thank you Barbara.

I am forwarding your name to be placed on the agenda in early July when the joint meeting will take place for the purpose of choosing the board member.

Best regards,

George Slade

Bourne Board of Selectmen

gslade@townofbourne.com

508-317-8403

From: Barbara Princiotta [REDACTED]
Sent: Saturday, June 12, 2021 9:25 AM
To: Slade, George
Subject: Fwd: Bourne Board of Health

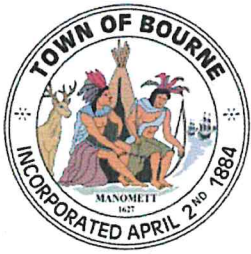
Dear Mr. Slade,

I continue to remain interested in serving as a member of the Bourne Board of Health. My prior appointment gave me direct experience with this board and during that time I learned a great deal from Stanley Andrews and the other members and staff. I also independently researched various issues and regulations associated with the board and would continue to do so.

I welcome the opportunity to come before the Board of Selectmen and the Board of Health on July 6th.

Kind regards,
Barbara Princiotta
54 Arlington Drive
Buzzards Bay, MA 02532
[REDACTED]

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.



TOWN OF BOURNE

Town Administrator

24 Perry Avenue – Room 101
Buzzards Bay, MA 02532
www.townofbourne.com
508.759.0600, Ext. 1308



Anthony E. Schiavi, Town Administrator
Email: aschiavi@townofbourne.com

June 23, 2021

Bourne Enterprise
Depot Avenue
Falmouth, MA 02540

Attention: Legal Department

Please place the following notice in June 25, 2021 edition of your newspaper:

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 & Rail, Jennifer Reid, Manager, 145 Main Street, Buzzards Bay, Bourne, MA 02532 for a year round Common Victualer License for the sale of all kinds of beverages to be drunk on the premises: Description: 1 floor consisting of 8 rooms: 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. 4 entrances and 4 exits.

A public hearing will be held on July 6, 2021 at 6:30 p.m. at the Bourne Veterans' Memorial Community Center, 239 Main Street, Buzzards Bay, MA 02532

BOARD OF SELECTMEN

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



Anthony E. Schiavi
Town Administrator

LEGAL NOTICES

NOTICE TOWN OF BOURNE LIQUOR HEARING

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BOARD OF SELECTMEN

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

Anthony E. Schiavi
Town Administrator

June 25, 2021



Town of Bourne
Interdepartmental Advisory Form



Start Date:	4/26/2021
Owner/Applicant:	Buzzard's Bay Bars LLC, d/b/a TJ's Grill and Bar, Chad Smith, Manager
Project Location:	4 Bourne Bridge Approach, Buzzards Bay
Nature of Request:	New License - Year Round Common Victualer License for the sale of all kinds of alcoholic beverages to be consumed on the premises. 1 floor consisting of 7 rooms: dining room and bar room, men's and ladies restrooms, kitchen, storage room, office and a 150' enclosed patio on the west end of the building without seating. Full application on file in the TA's Office. Applicant has also applied for a common victualer food and entertainment license.
Liability Insurance Naming Town of Bourne as Additional Insured	Has applicant provided insurance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Map:	20.3	Parcel:	66.00	District:	
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☐ **Engineering:**

Date of Recording:		Lot Area:	16335	Frontage:	x	Zone:	DTG
Resource District:	No	Town Road:	No	Paved:	Yes	Contiguous Lots:	No
Flood Zone:	X	Within 100' of Wetland:	No				

Owner:

Remarks:

4/28/2021

Date

Timothy P lydon

Department Head

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

Remarks: Restaurant permitted by right. Any site changes would require Site Plan Review per Zoning Bylaw sec. 1233.

4/26/2021

Date

CMoore/jlc

Town Planner

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

Remarks:

4/29/2021

Date

SStrojny/ag

Board Member

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

Remarks:

4/27/2021

Date

Samuel Haines

Conservation Agent

☐ Board of Health: ☒ Concur ☐ Does Not Concur

Remarks: Food Establishment Permit Application currently in review. Will require BOH approval and Pre-op Inspection prior to opening.

6/30/2021

Date

Kaitlyn Shea

Health Agent

☐ Building Inspector: ☒ Concur ☐ Does Not Concur

Remarks: Will need new occupancy permit as has been empty 2 years.

4/29/2021

Date

KMurphy/ag

Building Inspector

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

Remarks:

4/30/21

Date

K. Thut

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:

4/30/2021

Date

S. MURPHY

Town Collector

☐ Town Clerk:

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

Remarks:

4/22/2021

Date

CCobb

Clerk's Office

☐ **Assessors:**

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

Remarks: rcvd fol 3/19/21

4/28/2021

Date

JPotter

Assessors Office

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

Remarks:

4/22/2021

Date

Matthew Quinn

Department Head

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

Remarks:

4/23/2021

Date

Chris Southwood

Department Head

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

Remarks:

4/22/2021

Date

Krissanne M. Caron

Department Head

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

Remarks: Must follow all liquor laws.

4/30/2021

Date

Lt. Brandon M. Esip

Department Head

☐ **Fire Department:** ☒ Concur ☐ Does Not Concur

Remarks: Pending inspection prior to opening

4/30/2021

Date

DCody (njs)

Department Head

☐ **Board of Selectmen:** ☐ Concur ☐ Does Not Concur

Remarks:

Date

Chairman



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

APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

On-Premises-12

TYPE

\$12 Restaurant

CATEGORY

All Alcoholic Beverages

CLASS

Annual

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

Applying for full liquor license for a full service restaurant focusing on craft beer and cocktails, and fresh, locally acquired products. Offering inside table and bar service, as well as 16 seats on the sidewalk. Open Tuesday through Thursday for dinner, and Friday through Sunday for lunch and dinner service, closing by 10pm every night.

Is this license application pursuant to special legislation?

☐ Yes ☒ No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

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

Entity Name

FEIN

DBA

Manager of Record

Street Address

Phone

Email

Alternative Phone

Website

3. DESCRIPTION OF PREMISES

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

First floor restaurant with dining and bar area with storage room. Kitchen, dishwash room, and prep area, office, and mens and ladies restrooms. Sidewalk seating approx 365 sq ft.

Total Square Footage:

Number of Entrances:

Seating Capacity:

Number of Floors

Number of Exits:

Occupancy Number:

4. APPLICATION CONTACT

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

Name:

Phone:

Title:

Email:

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	LLC	Date of Incorporation	06/09/2021
State of Incorporation	MA	Is the Corporation publicly traded?	<input type="radio"/> Yes <input checked="" type="radio"/> No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
Jennifer Reid	20 Maki Way Wareham, MA 02576	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Owner	[REDACTED]	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? ☐ Yes ☒ No

CRIMINAL HISTORY

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

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	0
B. Purchase Price for Business Assets	0
C. Other * (Please specify below)	
D. Total Cost	

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Jennifer Reid	
Total:	13000

SOURCE OF FINANCING

Please provide signed financing documentation.

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

FINANCIAL INFORMATION

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

Utilizing open balances on credit cards as well as income from current bartending position

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

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

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

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name Jennifer Reid

Date of Birth

SSN

Residential Address

20 Maki Way West Wareham, MA 02576

Email

Phone

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

40

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

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

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

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

☐ Yes ☒ No

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
09/01/2019	current	bartender/ server	t, Wharf Southern Kitchen, Rejects Beer	Scott Kirmil, Owner
05/2019	07/2019	bartender/ server	rowthers Restaurant, Little Compton, R	Kane Lewis, Owner
01/2019	04/2019	Front of House Manager	CitySide Pizza Fall River, MA	Steve Parrott, Owner
05/2017	10/2018	bartender/ server	Surfside Smokehouse Plymouth, MA	Lori Luciani, Owner

D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature

Date

06/22/2021

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?
If yes, please fill out section 11.

☐ Yes ☒ No

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

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

11A. MANAGEMENT ENTITY

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

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

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☐ No

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

LICENSE

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

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

Name	License Type	License Name	Municipality

CORPORATE VOTE

The Board of Directors or LLC Managers of BBay149 LLC Entity Name
duly voted to apply to the Licensing Authority of Bourne and the
City/Town
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 06/09/2021
Date of Meeting

For the following transactions (Check all that apply):

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

"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."

"VOTED: To appoint Jennifer Reid
Name of Liquor License Manager

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

A true copy attest,



Corporate Officer / LLC Manager Signature
Jennifer A. Reid
(Print Name)

For Corporations ONLY

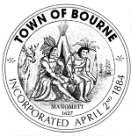
A true copy attest,

Corporation Clerk's Signature

(Print Name)

1
SEQ#

BLDG COMMENTS
Rehab'03. 2 apts up-1-1br/1bath; 1-2 br/2 bath. Several letters sent / 1/1/19, see naï factor at 150 BUZZBAY TAVERN/ Est int as maintained / Nwer Wndws, some



Town of Bourne
Interdepartmental Advisory Form



Start Date:	6/23/2021
Owner/Applicant:	Erik Christensen, Patriot Bartending Service (508-746-3998 x11)- [REDACTED] 17 Sleepy Hollow Drive, Plymouth, MA 02360
Project Location:	90 Main Street, Buzzards Bay Park
Nature of Request:	September 18, 2021 - 11:00 a.m. to 6:00 p.m. One Day Wine & Malt Beverages License to be held in conjunction with the Cape Cod Canal Day Chamber will comply with cordoning off the Pavillion area where the truck will be serving. People checking I.D.'s including the issuance of wrist bands that must be worn. Security people will be monitoring the wine & malt beverages area for compliance.
Liability Insurance Naming Town of Bourne as Additional Insured	Has applicant provided insurance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Map:	23.0	Parcel:	4 & 5	District:	
-------------	------	----------------	-------	------------------	--

☐ **Engineering:**

Date of Recording:	N/A	Lot Area:		Frontage:		Zone:	DTD
Resource District:	No	Town Road:	Yes	Paved:	Yes	Contiguous Lots:	N/A
Flood Zone:	Yes	Within 100' of Wetland:					

Owner:
Remarks:

6/24/2021	Timothy Lydon/cvm
Date	Department Head

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

Remarks: No Issues with
Planning

6/24/2021	Coreen V. Moore
Date	Town Planner

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

Remarks:

6/24/2021	DDoucette/ag
Date	Board Member

☐ **Conservation Commission:** ☐ **Must File** ☐ **Determination** ☐ **Notice of Intent**

06/28/21 3:37 PM M:\public_share\Routing Slips\Canal Chamber - One Day Liquor.doc

☒ Need not File

Remarks:

6/28/2021 Timothy Lydon (Associate Member)
Date Conservation Agent

☐ Board of Health: ☒ Concur ☐ Does Not Concur

Remarks:

6/24/2021 Stephanie Fitch, Health Inspector
Date Health Agent

☐ Building Inspector: ☒ Concur ☐ Does Not Concur

Remarks:

6/24/2021 KMurphy/ag
Date Building Inspector

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

Remarks:

6/23/2021 K. Thut/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:

6/24/2021 A Dastous
Date Town Collector

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

Remarks: Not Applicable

6/23/2021 CCobb
Date Clerk's Office

☐ Assessors:

06/28/21 3:37 PM M:\public_share\Routing Slips\Canal Chamber - One Day Liquor.doc

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

Remarks:

Date	Rui Pereira - 6/28/2021
	Assessors Office

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

Remarks:

6/28/2021	Shawn Patterson, DPW Director
Date	Department Head

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

Remarks:

6/23/2021	Chris Southwood
Date	Department Head

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

Remarks:

6/24/2021	Krissanne M. Caron
Date	Department Head

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

Remarks: Alcohol/Beer to remain in cordoned pavillion area only. Meet with Police admin staff at least three weeks prior to event to coordinate any police details.

6/24/2021	John R. Stowe, Jr., Lieutenant
Date	Department Head

☐ Fire Department: ☒ Concurrs ☐ Does Not Concur

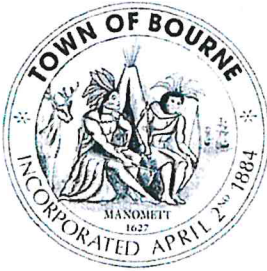
Remarks:

06/23/2021	David S. Cody
Date	Department Head

☐ Board of Selectmen: ☐ Concurrs ☐ Does Not Concur

Remarks:

Date	Chairman
------	----------



TOWN OF BOURNE
Town Offices
24 Perry Avenue
Buzzards Bay, MA 02534
(508-759-0600 x1503) Phone
(508) 759-0420) Fax

SPECIAL ONE-DAY LICENSE APPLICATION

FEE _____

The undersigned hereby applies for a Special One-Day License in accordance with the provisions of the Statutes relating thereto:

PREMISES TO BE LICENSED: BUZZARDS BAY PARK, MAIN ST., BUZZARDS BAY

NAME: PATRIOT BARTENDING SERVICE - ERIK CHRISTENSEN

COMPANY: PATRIOT BARTENDING SERVICE

ADDRESS: _____

TELEPHONE: 508-746-3998 x11

EMAIL: _____

DATE(S) OF EVENT: SATURDAY, SEPT. 18

HOURS OF OPERATION: 11 AM - 6 PM

DESCRIPTION OF EVENT - include floor plan with estimated number of guests and plans for parking:

CAPE COD CANAL DAY: FESTIVAL INCLUDING FOOD TRUCKS, MUSIC, ARTS, CRAFT VENDORS, CORNHOLE TOURNAMENT
FREE ADMISSION

License is for the Sale of:

All Alcoholic Beverages
Wine & Malt Beverages Only
Wine Only
Malt Beverages Only

X

The Licensed Activity

or Enterprise is:

for profit

non profit

X

☐ Yes, I have contacted the Fire Chief or the Building Inspector to begin the process of obtaining a "304 Certificate of Inspection", if it is determined that one is necessary.

☒ Yes, I have obtained a one-day \$1 million liability insurance policy naming the Town of Bourne as an additional insured

FOR OFFICE USE ONLY -

Board of Selectmen



TOWN OF BOURNE
Town Offices
24 Perry Avenue
Buzzards Bay, MA 02534
(508-759-0600 x1503) Phone
(508) 759-0420) Fax

TOWN OF BOURNE
LIABILITY DISCLAIMER
FOR SPECIAL ONE-DAY LICENSE

By exercising the privileges of this Special One-Day License in serving persons with alcoholic beverages, the Licensee is potentially exposed to significant liability for injuries and damages to the persons served or to others who are injured or damaged by the persons served. Your acceptance and exercise of this Special One-Day License will be deemed to be acknowledgment that you are aware of this potential liability.

You are encouraged to discuss the risks associated with exercising your privileges of this Special One-Day License and the appropriate precautions to avoid injuries, damage and liability to others with your legal advisor.

The Town of Bourne and the Board of Selectmen acting as the Local License Authority shall not be liable to the Licensee or to others if injury or damage shall result from the exercise of this Special One-Day License.

Signature of Applicant

Erik Christensen

06 / 21 / 2021

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/21/2021

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 C.L. HOLLIS INSURANCE 140 Marion Rd Wareham MA 02571		CONTACT NAME: Cheryl L. Hollis PHONE (A/C, No, Ext): [REDACTED] FAX (A/C, No): [REDACTED] E-MAIL ADDRESS: cherylee@insurehollis.com	
INSURED Cape Cod Canal Region Chamber of Commerce 70 Main St BUZZARDS BAY MA 02532		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Co (cna) INSURER B: Travelers Insurance INSURER C: Westchester Insurance INSURER D: INSURER E: INSURER F:	
		NAIC # 20443	

COVERAGES

CERTIFICATE NUMBER: CL2151805880

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	COMMERCIAL GENERAL LIABILITY			4017413446	04/24/2021	04/24/2022	EACH OCCURRENCE \$ 2,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:						BAIL \$ 1,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						\$
	EXCESS LIAB						EACH OCCURRENCE \$
	DED <input type="checkbox"/> RETENTION \$						AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6HUB-9F46452-7-21	02/10/2021	02/10/2022	PER STATUTE <input checked="" type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	Y/N					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	LIQUOR LIABILITY			SEVMAF16246	09/18/2021	09/19/2021	OCCURRENCE 1,000,000
							AGGREGATE 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CAPE COD CANAL DAY- SEPTEMBER 18, 2021

CERTIFICATE HOLDER

CANCELLATION

TOWN OF BOURNE 24 PERRY AVENUE BUZZARDS BAY 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

MASSACHUSETTS

DRIVER'S
LICENSE

USA
ECST



4a ISS
03/27/2017

4b EXP
03/25/2022

9 CLASS
DM

12 REST
NONE

3 DOB

NONE

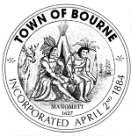
1 CHRISTENSEN

2 ERIK J

8

15 SEX M 16HGT 5'-11"

DONOR



Town of Bourne
Interdepartmental Advisory Form



Start Date:	6/17/2021
Owner/Applicant:	Bracken Engineering, Inc./Vincent Michienzi, Mic's Main Scoop
Project Location:	Request to work within Buzzards Bay Park, Map 23.2, Parcel 182, 100 Main Street, Buzzards Bay
Nature of Request:	removal of 13 arborvitae shrubs and the installation of a 4 foot wide asphalt walk to connect the patio of "Mic's Main Scoop" ice cream shop to the existing asphalt walkway within the park. I will put both the plan and letter under public shares and name them Vincent Michienzi so you don't have to search.
Liability Insurance Naming Town of Bourne as Additional Insured	Has applicant provided insurance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Map:	23.2	Parcel:	182.00	District:	
-------------	------	----------------	--------	------------------	--

☐ **Engineering:**

Date of Recording:		Lot Area:		Frontage:		Zone:	
Resource District:		Town Road:		Paved:		Contiguous Lots:	
Flood Zone:		Within 100' of Wetland:					

Owner:

Remarks:

6/28/2021

Date

Timothy P Lydon

Department Head

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

Remarks: Planning Board action not needed because the proposed work is on Town property. Planning Dept. recommends only removing shrubs impacted by the proposed walkway.

6/22/2021

Date

CMoore/jlc

Town Planner

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

Remarks:

6/29/2021

Date

DDoucette/ag

Board Member

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

Remarks: Plan shows only 1 tree needs to be removed for access, the remainder would be a view improvement. However, the trees have only been in that location since 2018 and the removal would not have a significant impact on storm damage prevention. I will administratively approve the work within the floodzone if the selectboard approves the design.

6/28/2021

Samuel Haines

Date

Conservation Agent

☐ Board of Health: ☒ Concur ☐ Does Not Concur

Remarks:

6/28/2021

K.Shea

Date

Health Agent

☐ Building Inspector: ☒ Concur ☐ Does Not Concur

Remarks:

6/30/2021

D. Garte/ch

Date

Building Inspector

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

Remarks: Connected to town sewer system.

6/28/2021

Matt Quinn [mr]

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:

06/28/2021

Shelly R Murphy

Date

Town Collector

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

Remarks: Mic's has a business certificate on file with the Clerk's Office.

6/21/2021

MFernandes

Date

Clerk's Office

☐ **Assessors:**

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

Remarks: fol on file

6/28/2021

JPotter

Date

Assessors Office

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

Remarks:

6/28/2021

Matthew Quinn

Date

Department Head

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

Remarks:

6/18/2021

Chris Southwood

Date

Department Head

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

Remarks:

6/24/2021

Krissanne M. Caron

Date

Department Head

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

Remarks:

6/29/2021

Lt. John Stowe (njs)

Date

Department Head

☐ **Fire Department:** ☒ Concurs ☐ Does Not Concur

Remarks:

6/18/2021

David S. Pelonzi, Assistant Chief

Date

Department Head

☐ **Board of Selectmen:** ☐ Concurs ☐ Does Not Concur

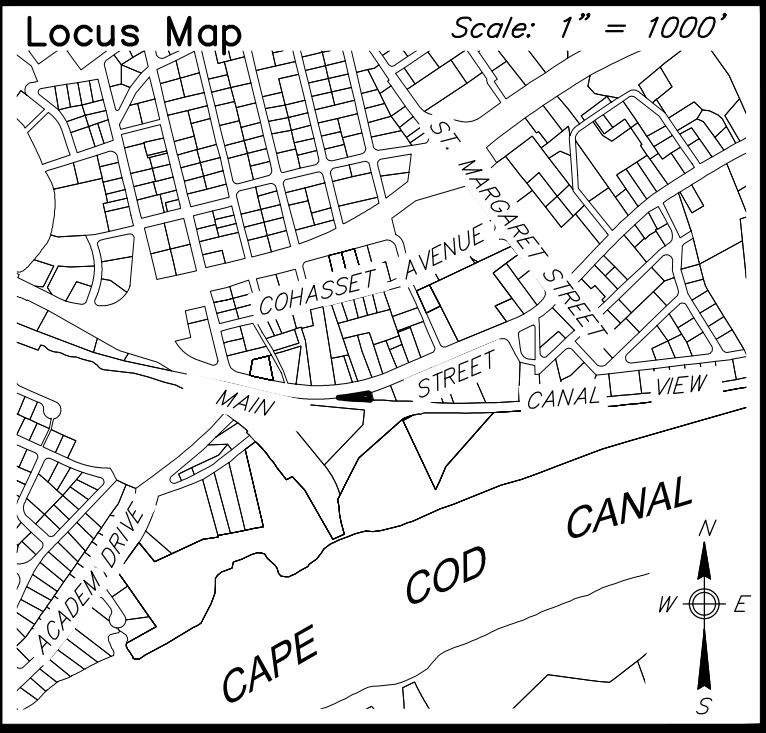
Remarks: The applicant must utilize a certified tree company, approved by the town, experienced in the excavating, removal and proper replanting of these types of trees. Applicant must fill and regrade excavated area and install sod to the same.

7/6/2021

Peter J.Meier

Date

Chairman

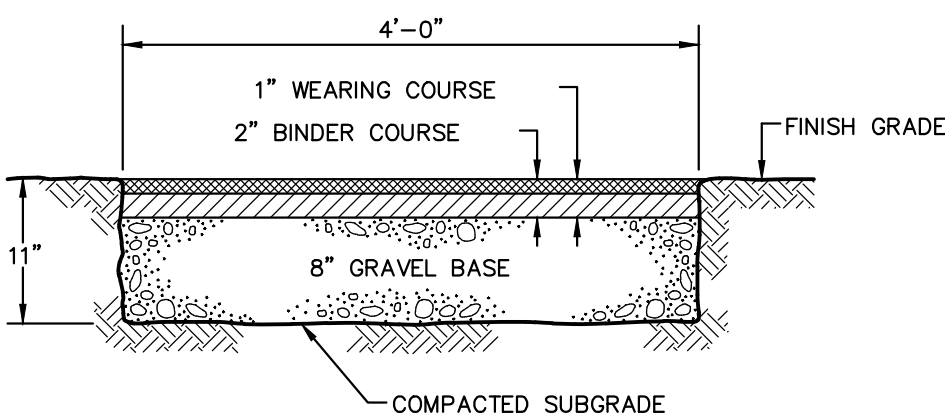
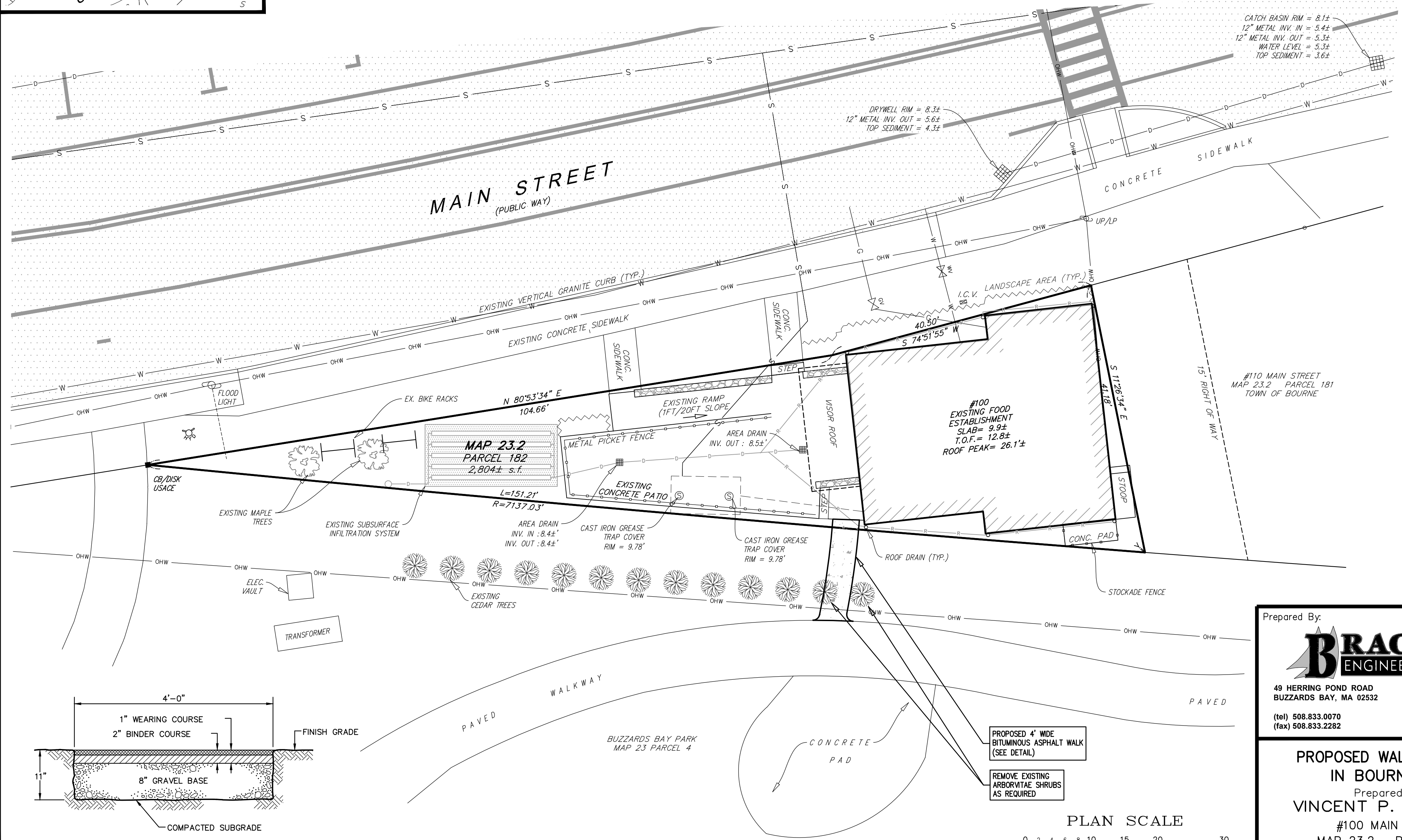
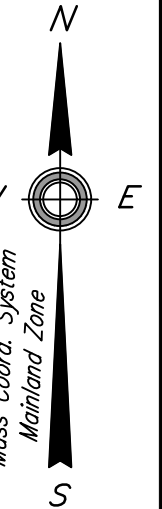
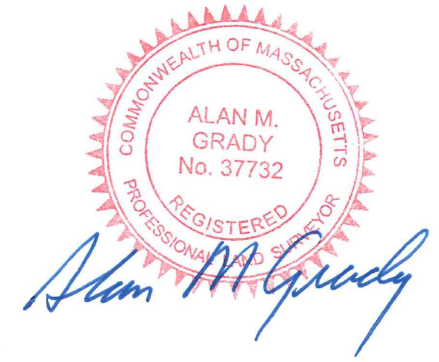


SYMBOL LEGEND

- EXISTING SINGLE CATCH BASIN
- ⊙ EXISTING DRAIN MANHOLE
- ⊙ EXISTING SEPTIC COVERS
- D— EXISTING DRAIN LINE
- ⊗ EXISTING WATER VALVE
- ⊗ EXISTING HYDRANT
- ⊗ EXISTING GAS VALVE
- S— EXISTING SEWER LINE
- R— EXISTING ROOF DRAIN

NOTES

- LOCUS: #100 MAIN STREET
MAP 23.2 PARCEL 182
- OWNER: VINCENT P. MICHIEZI, SR.
76 MASHNEE ROAD
BOURNE, MA. 02532
- DEED REF: Deed Bk: 19907 Pg: 275
- PLAN REF: Plan Bk: 37 Pg: 5
- LOCUS DOES FALL WITHIN SPECIAL FLOOD
HAZARD ZONE "AE" (EL. 16), AS SHOWN ON
FEMA FLOOD INSURANCE RATE MAP No.
25001C-0501-J dated 07/16/2014.
- THE PROPOSED BITUMINOUS ASPHALT WALK
SHALL COMPLY WITH ADA REQUIREMENTS FOR
GRADE AND CROSS SLOPE.



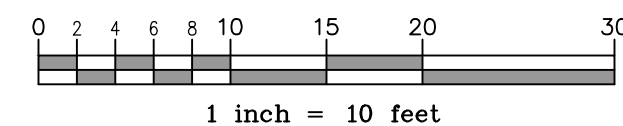
BITUMINOUS ASPHALT WALK DETAIL

NOT TO SCALE

PROPOSED 4' WIDE
BITUMINOUS ASPHALT WALK
(SEE DETAIL)

REMOVE EXISTING
ARBORVITAE SHRUBS
AS REQUIRED

PLAN SCALE



Prepared By:



49 HERRING POND ROAD
BUZZARDS BAY, MA 02532

(tel) 508.833.0070
(fax) 508.833.2282

19 OLD SOUTH ROAD
NANTUCKET, MA 02554

(tel) 508.325.0044
www.brackeneng.com

**PROPOSED WALKWAY PLAN
IN BOURNE, MA**

Prepared For:
VINCENT P. MICHIEZI

#100 MAIN STREET
MAP 23.2 PARCEL 182

Date:	Drawn:	Checked:	Sheet:
APRIL 2, 2021	JPH/BEI	ZLB/AMG	1 of 1

MAIN OFFICE:

49 Herring Pond Road
Buzzards Bay, MA 02532
TEL: (508) 833-0070
FAX: (508) 833-2282

**NANTUCKET OFFICE:**

19 Old South Road
Nantucket, MA 02554
TEL: (508) 325-0044
www.brackeneng.com

June 17, 2021

Hand Delivery and Electronically

Bourne Office of the Selectmen
24 Perry Avenue
Buzzards Bay, MA 02532

C/o: Nancy Sundman

**Re: Request for Work Within Buzzards Bay Park
100 Main Street – Mic's Main Scoop
Map 23.2, Parcel 182
Buzzards Bay, MA**

Dear Members of the Board:

On behalf of the Applicant, Vincent P. Michienzi, Sr., owner of Mic's Main Scoop, please accept this letter as a request to perform work within Buzzards Bay Park. The proposed work includes the removal of approximately thirteen (13) arborvitae shrubs and the installation of a four (4) foot wide asphalt walk to connect the patio of "Mic's Main Scoop" ice cream shop to the existing asphalt walkway within the park.

The removal of the arborvitae shrubs will open sight-lines and maintain visibility within the playground area as well allow the shortest walkway from the shop to the existing walkway. The proposed 4' wide walk extends approximately 15' from the patio of the ice cream shop to the existing walkway in the park. The new path will allow guests of the park to walk to the shop and vice-versa. By provided a paved walk, the park grass will not be prematurely deteriorated from foot traffic.

Enclosed you will find a plan titled *Proposed Walkway Plan* dated April 2, 2021. Should you have any questions or require additional information, please do not hesitate to contact the undersigned at 508-833-0070 or robert@brackeneng.com.

Sincerely,

Bracken Engineering, Inc.

A handwritten signature in black ink, appearing to read 'Zachary L. Basinski', written over a horizontal line.

Zachary L. Basinski, PE, CFM
Project Manager

A handwritten signature in black ink, appearing to read 'Robert E. Dewar', written over a horizontal line.

Robert E. Dewar
Project Engineer



BOURNE POLICE DEPARTMENT

Policy and Procedure

Community Service Officers

2021-01

Date of Issue: 03/23/2021

Review Date:

Revised: 06/29/2021

Issuing Authority:

Director Paul J. Shastany

Certification Standards:

Accreditation Standards: **22.2.5, 61.3.4a-e**

Optional Accreditation Standards:

Policy
Statement
61.3.4 a

Community Service Officers are part-time employees of the Town of Bourne. Their primary responsibility is to issue parking violations and direct motor vehicle and pedestrian traffic within town. Community Service Officers have **no** arrest powers or authority to issue motor vehicle citations.

Community Service Officers' **only** enforcement authority is the issuance of the Town of Bourne's Parking Violations.

Community Service Officers may be assigned to control pedestrian and vehicular traffic at fixed posts determined to be necessary by the Police Department's Chief or Commanding Officer. **[61.3.4 a]**

It shall be the policy of the Bourne Police Department to ensure that all Community Service Officers be compliant with all provisions of the laws, ordinances, and court decisions consistent with Motor Vehicle laws, Manual on Uniform Traffic Control Devices and accepted police procedures.

References

Massachusetts G.L. c. 41 §§ 91A & B.
Massachusetts G.L. c. 90 §§ 90
Massachusetts 701 CMR 7.00
Manual on Uniform Traffic Control Devices

Objective

- To clearly define that Community Service Officers do not have the status of sworn law enforcement officers or regular constables.
- To describe the duties of Community Service Officers.
- To ensure that Community Service Officers are trained in the duties which they are expected to perform.

Definition of
Community
Service Officer

- To ensure that uniforms of Community Service Officers are clearly distinguishable from those of sworn police officers.
 - A. Community Service Officers are not sworn police officers and have absolutely no authority to effect seizures, serve warrants and other process, or make arrests. Community Service Officers are **only authorized to issue Town of Bourne Parking Violations and direct motor vehicle and pedestrian traffic within the town.**
 - B. Community Service Officers are appointed and sworn in as Constables, pursuant to G.L. c. 41 § 91A by the Board of Selectmen with approval of the Town Administrator, upon recommendation by the Chief of Police.
 - C. The power of Community Service Officers to direct motor vehicle and pedestrian traffic is strictly limited. Community Service Officers are authorized to direct, control, and regulate vehicular traffic. Such power shall only be exercised when in uniform, and only while performing an official assignment given by the Police Department.
 - D. Community Service Officers shall be certified by Mass-Highway, or a Mass-Highway approved organization, to perform traffic control services on Public Roads.
 - E. Community Service Officers shall obey, without reservation, the regulations of the department and all lawful commands of police officers.
 - F. Community Service Officers are used, at the sole discretion of the Chief of Police, to direct traffic and facilitate the smooth flow of vehicular and pedestrian traffic.
 - G. Upon request, Community Service Officers shall support, aid, and assist police officers in the lawful performance of their duties.
 - H. Community Service Officers shall, by May 1 of each year, provide the Administrative Lieutenant a letter signed by a registered physician stating the Community Service Officer is capable of performing the duties of a Community Service Officer as described in this policy.

Additional
Definitions

COMMANDING OFFICER - Officer(s) designated by the Chief of Police to be the Officer in Charge of Field Operations at the time.

COMMUNITY SERVICE OFFICERS – Those Community Service Officers so appointed by the Bourne Board of Selectmen for a period of three years.

Eligibility 61.3.4 b	<p>Any town resident 19 years old and over, shall be eligible to apply for a position as a Community Service Officer. Physical fitness shall be determined, when necessary, by examination by a licensed physician designated by the Chief of Police at the Town's expense [61.3.4.b]</p> <p>The physical standards shall be established by the Chief. Applications shall be submitted to the Chief of Police.</p>
Appointment	<p>The Chief of Police shall make recommendations to the Town Administrator and the Town Administrator to the Board of Selectmen who will make appointments to the position of Community Service Officer. Community Service Officers will be "at will" employees and may be terminated/separated for cause, resignation, or retirement.</p> <p>All Community Service Officers are required to attend an annual organizational meeting prior to the start of each summer season and will be given notice at least one week prior to the scheduled meeting date.</p> <p>When a change in the summer assignment requires the extension of coverage time, the Community Service Officer assigned to that post will be responsible to accommodate the change. Every reasonable effort will be made to accommodate the Community Service Officer if necessary, providing it does not interfere with the effective operation of the department. Such determination is final and binding and is not subject to the grievance procedure.</p>
Locations 61.3.4 d e	<p>Community Service Officers will be assigned to Beaches, Boat Ramps and Parking areas based upon determination by the Chief's designee, (Commanding Officer). The Commanding Officer will use such factors to include but not limited to, volume and numbers of vehicles parking in and around Beaches, Boat Ramps and Parking areas, location visibility, and site accident history. The Chief of Police or designee, and the Department of Natural Resources, may review the parking sites annually to determine if a Community Service Officer is needed near or at any of the Beaches, Boat Ramps and Parking areas.</p> <p>[61.3.4 d e]</p>
Duties 61.3.4 a	<p>A Community Service Officer's primary responsibility is to prevent parking congestion in and around the Town's Beaches, Boat Ramps and Parking areas. The secondary responsibility is to facilitate the safe crossing of pedestrians while crossing streets while walking to and from Beaches, Boat Ramps and parking areas within town. Community Service Officers shall make sure that all vehicular traffic has stopped before allowing pedestrians to cross. Community Service Officers will, by means of clear hand signals, direct motor vehicles to facilitate safe exits and entrance to Beaches, Boat Ramps and Parking Areas.</p> <p>[61.3.4 a]</p>

Duties
(continued)

Community Service Officers will arrive at their locations at the assigned starting times (per Commanding Officer). The start/finish times shall be subject to change at the direction of the Commanding Officer and will be based upon conditions at individual locations.

Community Service Officers will use clear hand signals, to provide safe passage for pedestrians and vehicles in traffic. Community Service Officers shall use gaps in traffic, as may be available and stop traffic in a safe manner when necessary. Community Service Officers shall delay crossing pedestrians until they have a safe opportunity to cross them.

Community Service Officers will issue Parking Violations to any vehicle found parked in a manner that violates the Town's Traffic Rules and Orders. The Parking Violation shall clearly indicate the date and time of the violation, vehicle description and registration number, location of the violation, the violation(s) observed, total fine assessed, the Community Service Officers ID number and their signature. The Community Service Officer shall enter all Parking Violations issued during their assignment into the Department's Record Management System prior to the end of their Tour of Duty. Once entered into the Record Management System, the original copies of all parking violations shall be submitted to the Record's Department for processing. Any Parking Violations issued in error shall be submitted to the Commanding Officer along with the Voided Parking Violation form and all original copies of the violation.

Community Service Officers that observe a parking violation that creates an immediate safety concern or imminent road hazard will notify dispatch for a police officer to respond and evaluate.

Community Service Officers shall carefully document the description and registration number of all vehicles: violating their signals, committing moving violations hazardous to pedestrians under their charge, violating regulations regarding failure to stop for a Constable MGL Ch. 90 sec. 29., school buses or motor vehicle accidents observed by them. They will make full reports as to times, dates, details, and identifying information immediately to dispatch.

No Community Service Officer will wear their Community Service Officer clothing other than for the performance of his/her assigned duties. No Community Service Officers will smoke on duty, nor drink any alcoholic beverage before going on duty or while on duty.

A Community Service Officer who is unable to perform his/her assigned duty, for any reason, is required to call the Commanding

Officer/Police Department at least one hour before the hour in which he/she is due to report to his/her post/assignment to allow proper replacement coverage to be arranged. The Community Service Officer will be expected to give reason(s) why he/she is unable to perform his/her assigned duty. Failure of Community Service Officer to abide by the Rules and Regulations herein described may result in disciplinary action to include dismissal.

The Chief of Police, for the benefit of the Town and the Community Service Officers, has drawn up these Rules and Regulations. They are based on present needs. If specific issues that arise regarding duties and performance, appropriate action may be taken.

Training,
Knowledge,
and Skills

- A. The Board of Selectmen have the ultimate authority in appointing Community Service Officers.
- B. At minimum, Community Service Officers shall complete such annual in-service training as is required by the Chief of Police.
- C. Knowledge of hand traffic signals, cone/traffic patterns and manual operation of traffic signals is required. (MUTCD)
- D. Knowledge of the Town's geography, streets, and businesses is required.
- E. Ability to operate a motor vehicle within the Commonwealth of Massachusetts, including possession of a valid Massachusetts Class D Driver's license and knowledge of how to operate a passenger vehicle is required.
- F. Ability to effectively communicate, both written and oral, with the public.
- G. Certified and trained in the administration of CPR, AED, Naloxone, tourniquet application, and First Aid.
- H. Trained and proficient in the usage of all issued equipment.

Uniforms
22.2.5
61.3.4 c

Each Community Service Officer shall appear on his/her post in the authorized attire and with authorized issued equipment. The authorized attire/equipment shall consist of:

[61.3.4 c]

- High visibility traffic vest-must meet the ANSI/ISEA 107-2004 standard.
- High visibility traffic jacket-must meet the ANSI/ISEA 107-2004 standard.
- High visibility traffic gloves.
- Traffic hat.
- Duty pants/shorts.
- Black sneakers and black socks.
- Whistle.
- Town of Bourne Parking Violation Book(s) sufficient for the assigned shift.
- Flashlight, if working during low-light periods.

Uniforms
(continued)

- Fully charged police portable radio.
- Pen and pocket notebook.

Note: The high-visibility traffic vest or jacket must be zippered while being worn at all times when performing Traffic Direction duties. Attire and equipment must be maintained in clean/neat, good working order. If the Community Service Officer becomes aware of non-functioning, damaged, lost, or stolen equipment, he/she shall report it immediately to his/her commanding officer.

Kylar Giovanni Macoratti

Position:

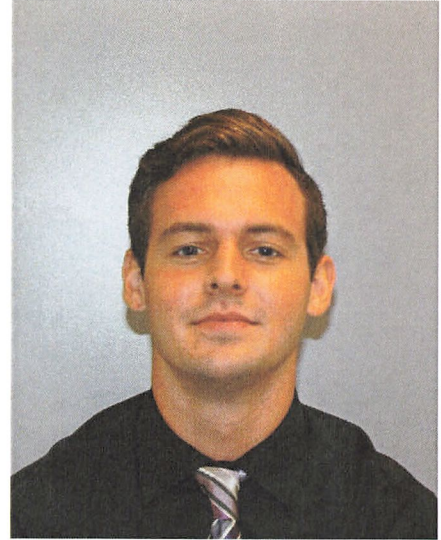
Community Service Officer

Education:

Graduated Bourne High School, Class of 2017;

Attended Westfield State University beginning in 2017,

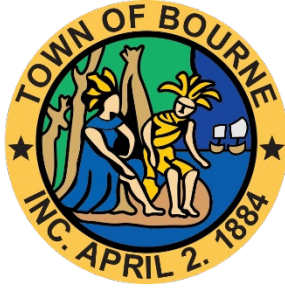
Graduating with a Bachelors of Science in Criminal Justice Studies in 2021.



History:

Kylar is 22 years old and currently resides in the Town of Mashpee. He is the middle child of three siblings who has an older brother and younger sister. Kylar participated in multiple sports throughout his high school years including soccer, baseball, and basketball. Kylar was the Captain on all three teams during his senior year in Bourne.

Kylar currently works for a Sagamore based business where he has been employed since 2019. He is currently seeking a career in law enforcement and volunteered for the position of Community Service Officer so that he could be involved with the community and continue his journey in the law enforcement field.



Oath of Office

I, Kylar G. Macoratti, do solemnly swear that I will bear true faith and allegiance to, and will defend the Constitution of the United States of America and the Constitution of the Commonwealth of Massachusetts and that I will oppose the overthrow of the Government of the United States or of this Commonwealth, by force, violence, or by any illegal or unconstitutional methods, so help me God.

I, Kylar G. Macoratti, do solemnly swear that I will faithfully and impartially discharge and perform all the duties incumbent on me as a **Community Service Officer** of the Bourne Police Department.

Community Service Officers are appointed under MGL Ch.41 sec. 91a. **Community Service Officers** primary responsibility is to issue parking violations and direct motor vehicle and pedestrian traffic within town. **Community Service Officers' only** enforcement authority is the issuance of the Town of Bourne's Parking Violations. **Community Service Officers** have **no** arrest powers or authority to issue motor vehicle citations.

I, Kylar G. Macoratti, understand and agree that I will obey and be bound by such rules and regulations, as are, or may be from time to time, set by the administration of the Bourne Police Department, so help me God.

I, Kylar G. Macoratti, hereby accept the position of **Community Service Officer** of the Town of Bourne Police Department.

Sworn to before me,

Witness

Signature



Date

Committee Appointments 07.06.21

9f. Committee appointment renewals

Barnstable County HOME Consortium – Bourne’s Representative

Three Year Term

Member – Term Expires 6/30/21

David Quinn [re-appointment]

Term

June 30, 2024

Bourne Human Services Committee

Charge 02.05.19

There shall be a standing Committee of nine [now eleven] members established by the Board of Selectmen entitled The Bourne Human Services Committee. The Board of Selectmen shall initially appoint members for two, three and four year terms and thereafter appoint members on a rotating basis for three-year terms.

The Committee shall preferably consist of a Representative of the Bourne School Department, Bourne Police Department, Council on Aging, Bourne Housing Authority, a youth representative, and 6** members at large.

* Amended at 12.11.07 Selectmen’s Meeting

**Amended at 02.05.19 Selectmen’s Meeting

Three Year Term

Member – Term expires 6/30/21

Brandon M. Esip

Chris Powers

Vacancies – [2] At Large Representative [advertised]

Vacancy – At Large Representative [advertised] [fill unexpired term]

School Dept – Vacancy Mellissa Ryan resigned [emailed bps]

Term

June 30, 2024

June 30, 2024

June 30, 2024

June 30, 2023

June 30, 2023

Bourne Landfill Business Model Working Group

***Need Finance Comm member recommendation – July 12th meeting**

Charge 01.19.10

The Board of Selectmen shall appoint a Working Group to be known as the Landfill Business Model advisory Working Group, hereinafter referred to as the Working Group. Said Working Group shall be composed of four (4) individuals, appointed on an annual basis, if required. Membership of the Working Group shall consist of one member each from the Board of Selectmen, Board of Health and Finance Committee, or each respective Board of Committees designee. There shall be one member of the working group who is a resident of the Town of Bourne appointed at large by the Board of Selectmen. The Director of ISWM, ISWM staff, and other municipal staff shall provide reasonable information as required to the Working Group. The working group shall serve as an advisory group and shall have no budgetary, expenditure or contractual authority.

Committee Appointments 07.06.21

One Year Term

Member – Term expires 6/30/21

Stanley Andrews – Board of Health Member
Shawn T. Patterson – At Large Member
Robert E. Schofield- Resident

Term

June 30, 2022
June 30, 2022
June 30, 2022

Historic Commission

Established at 1972 Annual Town Meeting, Article 75 NOT LESS THAT 3 NOR MORE THAN 7 MEMBERS 3 YEAR TERMS

Associate Member - Term Expires 6/30/21

Richard Kantor

Term

June 30, 2022

Special Works Opportunity Program

Established by 1973 ATM Article 78. Seven Members to be appointed by the Board of Selectmen annually.

One Year Term

Member – Term expires 6/30/21

Elizabeth Bohacs
Susan E. Cronin
Judith Shorrock

Term

June 30, 2022
June 30, 2022
June 30, 2022

Transportation Advisory Committee

***Need Plan Bd member recommendation – July 8th meeting**

Executive Order 12.03 – 11.13.12 Selectmen's Meeting

There is hereby created a committee, to be known as the Transportation Advisory Committee to consist of nine (9) members appointed by the Board of Selectmen to serve without compensation.

The membership of the Committee shall consist of Chief of Police or his designee, Department of Public Works Director, representative of the Cape Cod Commission or the MPO, Planning Board, Bicyclist/Pedestrian Representative and four (4) members appointed by the Selectmen.

11.13.12 Selectmen's Meeting.

Selectmen's Report

a. Transportation Committee charge and terms of office Chm. Ford –request was to put a change of member terms. Members will serve for one year ending 6/30. Pickard MOVED and SECONDED by Meier to approve the Transportation Committee Charge and terms of office. VOTE 5-0.

One Year Term

Committee Appointments 07.06.21

Member – Term expires 6/30/21

Christopher Farrell – At Large
Stephen F. Mealy [Cape Cod Comm.]
Marie Oliva – At Large
Robert W. Parady – At Large
Shawn T. Patterson – DPW Director
Paul T. Shastany - Police Chief

Vacancy – Bicyclist Pedestrian [emailed David McPherson]
Vacancy – At Large

Term

June 30, 2022
June 30, 2022
June 30, 2022
June 30, 2022
June 30, 2022
June 30, 2022
June 30, 2022
June 30, 2022

9g. Recreation Committee Vacancy

Article 14, 1948 ATM Three Year Terms - Staggered Terms

Three Year Term

Member – Term expires 6/30/23

Vacancy – [fill unexpired term - Spilhaus]

Term

June 30, 2023

Applicants:

Linda Fletcher, 1C Thorne Ct., Pocasset, MA 02559 [508-277-3902 - enf.lmf.cc@gmail.com]

Kristin J. Weisker, 19 Penobscot Avenue, Pocasset, MA 02559 [508-965-8744 – kristinweisker@gmail.com]

9h. Roadway Traffic Safety Committee – New Committee

The Roadway Traffic Safety Committee is a group formed by the Board of Selectmen. This committee is a review and clearing house for all issues relating to the roadways and traffic or other related safety issues in the Town of Bourne. To have a concern reviewed by the committee please send an email including your contact information to the committee at RTScommittee@townofbourne.com). The committee will review all concerns within the purview of this committee, and in some cases may require a traffic/safety study or analysis of the situation by additional internal or external stakeholders. After review, the committee will make a recommendation to the Town Administrator's office or the Board of Selectmen as required.

The committee is made up of a member of the Police Department, Fire Department, Department of Public Works, Planning Board or Town Planner, Town Engineer, Select Board Member [ex-officio-non-voting] and 2 residents. Appointments will be on an annual basis.

Lt. John R. Stowe, Jr. – Police Department
Chief David Cody – Fire Chief
Timothy Lydon –Engineer Department
Coreen Moore – Town Planner
Shawn Patterson – DPW Director

Current Recreation Committee

EXP	COMM	APPT BY	FIRST	LAST	STREET	CITY
June 30, 2022	Recreation Committee	Board of Selectmen	Roger J.	Maiolini	18 Alderberry Road	Buzzards Bay
June 30, 2022	Recreation Committee	Board of Selectmen	George	Sala	40 Diandy Road	Sagamore Beach
June 30, 2022	Recreation Committee	Board of Selectmen	Karen	Wilson	PO box 501 8 Pleasure Point Road	Sagamore
June 30, 2023	Recreation Committee	Board of Selectmen	James	Linsky	8 Oak Ridge Drive	Cataumet
June 30, 2023	Recreation Committee	Board of Selectmen	Jason	Tardiff	12 Rip Van Winkle Way	Buzzards Bay
June 30, 2023	Recreation Committee	Board of Selectmen		Vacancy [Spilhaus]		
June 30, 2023 *resigned 6.22.21	Recreation Committee	Board of Selectmen	Connie	Spilhaus	85 Monument Neck Road	Bourne
June 30, 2024	Recreation Committee	Board of Selectmen	Lori E.	Cooney	67 Tara Terrace	Bourne
June 30, 2024	Recreation Committee	Board of Selectmen	Alice	Howe	PO Box 1011 - 10 Salt Marsh Lane	Pocasset
June 30, 2024	Recreation Committee	Board of Selectmen	Teddy	O'Rourke	3 Bayberry Road	Buzzards Bay

Rebello, Mary

From: Ed Fletcher [REDACTED]
Sent: Wednesday, June 23, 2021 10:32 AM
To: Rebello, Mary
Subject: Fwd: Candidate for Bourne Recreation Committee

----- Forwarded message -----

From: Ed Fletcher <[REDACTED]>
Date: Wed, Jun 23, 2021 at 10:10 AM
Subject: Candidate for Bourne Recreation Committee
To: <aschiavi@townofbourne.com>

Town Administrator
Dear Mr Schiavi

It has come to my attention that there is again an opening on the Bourne Recreation Committee. Your office currently has my talent bank paperwork. I respectfully ask that my name be resubmitted for consideration.

Thank you
Linda Fletcher
!C Hawthorne Court
[REDACTED]

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

BOARD OF SELECTMEN
RCUD 2021 JUN

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: LINDA FLETCHER DATE: 5/28/21
ADDRESS: 10 HAWTHORNE CT. POCASETT PRECINCT: 5
OCCUPATION: Retired TELEPHONE # [REDACTED] EMAIL: [REDACTED]
BACKGROUND: Retired R.N. SEC/TREAS LILY POND TRUSTEE, B.N.N.,
Operated & Trained Hunters & Jumpers @ Carriage Shop Stables, and
AVOID PICKLEBALL PLAYER.

AREAS OF INTEREST (LIST ORDER OF PREFERENCE)

- ☐ BY-LAW COMMITTEE – Reviews and also recommends updates or changes to the Town By-laws
- ☐ 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
- ☐ COMMISSION ON DISABILITIES - cause the integration and participation of people with disabilities; assists municipal officials in ensuring compliance with the ADA and other state/federal laws
- ☐ DESIGN REVIEW BOARD (DRB)- reviews alterations, including demolitions of properties located within the demarked areas, adopts design guidelines, rules/regulations
- ☐ DOCKS and PIERS WORKING GROUP
- ☐ CABLE ADVISORY COMMITTEE- performs research/makes recommendations for cable license renewal
- ☐ CONSERVATION COMMISSION- administers the Wetlands Protection Act, Local Wetlands bylaws
- ☐ COUNCIL ON AGING- coordinates programs designed for the needs of aging in coordination with the MA Executive Office of Elder Affairs
- ☐ CULTURAL COUNCIL - reviews applications for local arts and cultural events and awards grant funds received from the MA Cultural Council.
- ☐ FINANCE COMMITTEE- reports to town meeting on the proposed budget of town manager and any warrant articles having a fiscal impact on the Town.
- ☐ HISTORICAL COMMISSION - caretakers of the Town history.
- ☐ HOUSING PARTNERSHIP - addresses local housing needs through a collaborative effort between local govt., community organizations, banks and the private sector.
- ☐ LANDFILL FUTURES PROJECT MODEL WORKING GROUP-Make recommendations on long term viability of the Integrated Solid Waste Management Department to the Town Administrator and Selectmen
- ☐ OPEN SPACE COMMITTEE
- ☒ RECREATION COMMITTEE – Works with the Director of Recreation on long term planning for the recreational needs of the Town
- ☐ SHORE AND HARBOR COMMITTEE – Works on plans, future development and recommends regulatory change and enforcement
- ☐ TRANSPORTATION ADVISORY COMMITTEE


___ **WASTEWATER ADVISORY COMMITTEE**

___ **SELECTMEN'S TASKFORCE ON LOCAL POLLUTION** - develops a comprehensive storm water management plan

___ **ZONING BOARD OF APPEALS**- hears and decided on applications for variances, special permits and comprehensive permits.

___ **OTHER (please list)** _____

Kristin J. Weisker
19 Penobscot Avenue
Pocasset, MA 02559



June 28, 2021

Town Government Talent Bank
c/o Town Administrator
24 Perry Avenue
Buzzards Bay, MA

Dear Mr. Schiavi,

It has come to my attention that there is an upcoming opening on the recreation committee. I would like to put my name forward for such a position with the town.

I moved to Bourne three years ago and have been a regular visitor to the area for over two decades. I would like to contribute to this community that has been so welcoming to me and my husband. I have enjoyed using the facilities at the community center for pickleball and am a regular user of the many town tennis courts and biking/walking paths. I would like to find a way I can assist in the continued improvements of our town recreational facilities and activities provided to its citizens.

I am now retired from the investment industry where I had been a relationship manager for the past 15 years of my career. I have solid interpersonal skills and enjoy working in a collaborative environment.

I have attached the completed Talent Bank form and look forward to hearing from you about any next steps.

Sincerely,



BOURNE BD OF SELECTMEN
RCVD 2021 JUN 28 PM3:43

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: Kristin J. Weisker DATE: 6/28/21
 ADDRESS: 19 Pendocot Ave, PO Box 823 PRECINCT: 6
 OCCUPATION: Retired TELEPHONE # _____ EMAIL: _____
 BACKGROUND: Relationship manager in investment industry

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 81Y, 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
	CHARTER REVIEW COMMITTEE –Reviews Charter every five years
	COMMISSION ON DISABILITIES - cause the integration and participation of people with disabilities; assists municipal officials in ensuring compliance with the ADA and other state/federal laws
	COMMUNITY ACTION COMMITTEE OF CAPE COD & ISLANDS, INC. - is a private, non-profit organization that provides a variety of services to low-income individuals and families to help them improve the quality of their lives and achieve self-sufficiency.
	COMMUNITY ENGAGEMENTS - mission is to sponsor and encourage community events, projects, activities, services, programs, and public improvements which are of mutual interest to the visitors and residents of the Town of Bourne, and, which strengthen the Town by fostering community involvement and spirit. The Committee shall create an application for funding and invite organizations or individuals to submit on events or activities that will benefit the Town of Bourne and its citizens. In no event may a Member present a project before the Committee. The committee shall provide quarterly reporting to the Board of Selectmen and Town Administrator.
	COMMUNITY PRESERVATION COMMITTEE will give preference to proposals Are eligible for Community Preservation Act (CPA) funding according to the requirements described in the CPA legislation; specifically, The acquisition, creation, and preservation of open space. The acquisition, preservation, rehabilitation, and restoration of historic resources. The acquisition, creation, and preservation of land for recreational use. The creation, preservation, and support of community housing (including items such as annual payments to the housing authority to preserve or expand the affordable housing supply). The rehabilitation and restoration of open space, land for recreational use, and community housing that is acquired or created using monies from the fund.
	CONSERVATION COMMISSION- administers the Wetlands Protection Act, Local Wetlands bylaws
	COUNCIL ON AGING- coordinates programs designed for the needs of aging in coordination with the MA Executive Office of Elder Affairs
	CULTURAL COUNCIL - reviews applications for local arts and cultural events and awards grant funds received from the MA Cultural Council.
	DESIGN REVIEW BOARD (DRB)- reviews alterations, including demolitions of properties located within the demarked areas, adopts design guidelines, rules/regulations
	EDUCATION/SCHOLARSHIP
	FINANCE COMMITTEE- reports to town meeting on the proposed budget of town manager and any warrant articles having a fiscal impact on the Town.
	HISTORICAL COMMISSION - caretakers of the Town history.
	HOUSING PARTNERSHIP - addresses local housing needs through a collaborative effort between local govt., community organizations, banks and the private sector.
	HUMAN SERVICES - The Committee is charged with recommending policies and potential programs to the Town Administrator related to the delivery of human services to the citizens of Bourne.
	LANDFILL BUSINESS PROJECT MODEL WORKING GROUP-Make recommendations on long term viability of the Integrated Solid Waste Management Department to the Town Administrator and Selectmen

	LOCAL EMERGENCY PLANNING COMMITTEE - mission is to provide residents with an emergency response program for hazardous materials incidents, extreme weather, and other high impact events.
	OPEN SPACE COMMITTEE - was formed in 1999 for the purpose of recommending acquisitions of interest in real property to be owned or managed by the Conservation Commission or other designated nonprofit organization or in the case of interests to acquire sites for future wellhead development for a Water Resource District.
	TASK FORCE ON LOCAL POLLUTION/PHASE II STORMWATER MANAGEMENT COMMUNITY OVERSIGHT PROGRAM - membership shall consist of seven (7) members of the general public, at least two of whom, if possible, shall have a professional background in science, law or engineering.
	PRIVATE ROADS ACCEPTANCE - On an annual basis we will have to establish a prioritization process to see what roads will be brought before the town for consideration.
✓	RECREATION COMMITTEE – Works with the Director of Recreation on long term planning for the recreational needs of the Town
	RECYCLING - Provide advice and assistance to the Board of Selectmen, the ISWM General Manager and Town residents concerning recycling requirements and procedures. Assist the Board of Selectmen with public education concerning recycling, composting and source reduction.
	REGISTRAR OF VOTERS - The Board of Registrars responsibilities include registering voters, making local listings of residents, certifying nomination papers and petitions, processing absent voter applications and administering election recounts.
	SELECTMEN'S ENERGY ADVISORY COMMITTEE - assist the Board of Selectmen on the investigation, research and consideration of siting and utilizing alternative forms of energy for municipal purposes.
	SOUTH SIDE FIRE STATION FEASIBILITY AND DESIGN BUILDING COMMITTEE - To serve as advisors to the Town Administrator and Bourne Board of Selectmen as it prepares the design, siting and feasibility of a new replacement fire/ems station on the south side of the Cape Cod Canal.
	SHORE AND HARBOR COMMITTEE – Works on plans, future development and recommends regulatory change and enforcement
	SPECIAL WORKS OPPORTUNITY PROGRAM - SWOP's mission statement is to provide social opportunities to adults with intellectual disabilities residing in the Town of Bourne. We do this through social settings that foster independence and cultivate respect and support through community involvement.
	STREET AND TRAFFIC – Look into the current street lighting.
	TOWN ADMINISTRATORS ADVISORY COMMITTEE ON PEDESTRIAN BICYCLE PATHWAY - to assist in the creation of a pedestrian and bicycle pathway within the geographic boundaries of the Town of Bourne, connecting with the Shining Sea pathway in Falmouth
	TRANSPORTATION ADVISORY COMMITTEE - shall have the following responsibilities on transportation-related projects proposed by the town and others and shall include, but not limited to, highways and other roadways, rail services, bus services, shuttle services and transportation facilities.
	WASTEWATER FACILITY DESIGN AND BUILDING - To serve as advisors to the Town Administrator and Bourne Board of Sewer Commissioners as it prepares the final design, siting and construction of a 100,000 gpd facility within Buzzards Bay.
	UPPER CAPE REGIONAL TRANSFER STATION - is the body that oversees all operations for the municipally-owned regional solid waste transfer station located on Joint Base Cape Cod (JBCC) in Sandwich.
	VETERANS GRAVES OFFICER
	OTHER (please list)

11-27-2012 @ 09:18a

EASEMENT

The Town of Bourne, a municipal corporation with an address of 24 Perry Avenue, Buzzards Bay, Barnstable County, Massachusetts, being the owner of property located on Circuit Avenue, Pocasset, Barnstable County, Massachusetts, for consideration of One (\$1.00) Dollar, paid, ~~and other valuable consideration~~, hereby grants to Norman T. Wagner and Katherine Wagner, owners of the property located at 135 Circuit Avenue, Pocasset, Barnstable County, Massachusetts, the perpetual right and easement, being a 20' X 50' Sewage Disposal System Easement, for the purposes of maintaining, repairing and replacing a subsurface sewage disposal system serving 135 Circuit Avenue located on Map 43.3, Parcel 266, as shown on the Easement Plan attached hereto entitled "Exhibit 'A' Plan Sewage Disposal System Easement in Bourne, Mass."

135 Circuit Avenue, Pocasset, MA 02559


The easement granted herein is for the benefit of the land owned by the Grantees which is further described in a Deed dated July 11, 2006 and recorded with the Barnstable County Registry of Deeds in Book 21218, Page 54.

The easement may not be modified or relocated without the express written consent of the Grantor. Said easement is granted pursuant to a vote of the Bourne Special Town Meeting of the Town of Bourne, dated October 17, 2011, under Article 3, an attested copy of which is attached hereto and incorporated by reference.

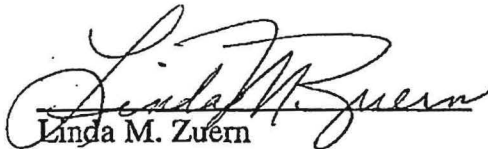
The Grantees agree to assume all risk of loss, damage or injury, of any nature, to persons or property, as a result of its use of the easement and agrees to indemnify the Grantor and its successors and assigns against any and all claims for loss, liability or damage, including costs of defense and attorney's fees, arising from or related to the use of the easement.


In Witness Whereof, the Town of Bourne has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and on its behalf by its Board of Selectmen hereby duly authorized this 21st day of August, 2012.

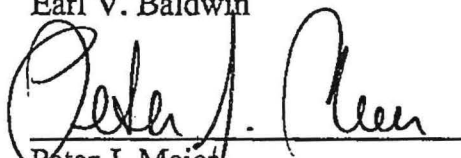
The Town of Bourne, by its Board of Selectmen:


John A. Ford, Jr.


Donald J. Pickard


Linda M. Zuern


Earl V. Baldwin


Peter J. Meier

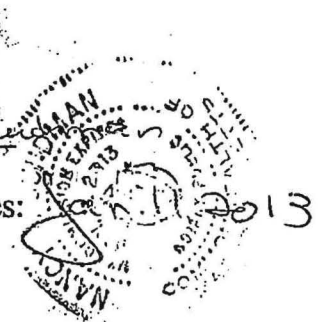
COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this 21st day of August, 2012, before me, the undersigned notary public, personally appeared John A. Ford, Jr., proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Nancy J. Sullivan
Notary Public

My Commission Expires:



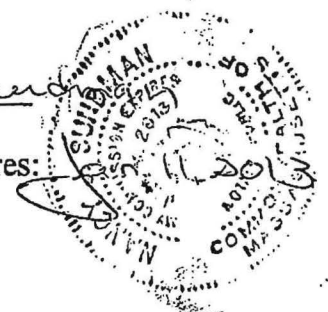
COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this 21st day of August, 2012, before me, the undersigned notary public, personally appeared Donald J. Pickard, proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Nancy J. Sullivan
Notary Public

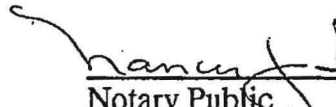

My Commission Expires:



COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

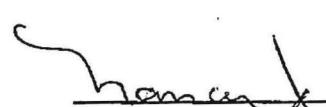

On this ^{21st} day of August, 2012, before me, the undersigned notary public, personally appeared Linda M. Zuern, proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.


Notary Public
My Commission Expires: 

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

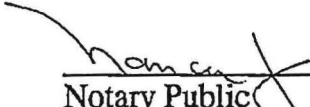
On this ^{21st} day of August, 2012, before me, the undersigned notary public, personally appeared Earl V. Baldwin, proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.


Notary Public
My Commission Expires: 

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

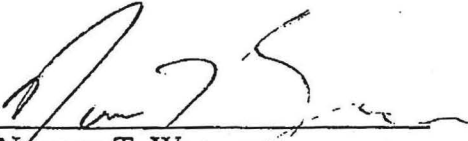
On this 21st day of August, 2012, before me, the undersigned notary public, personally appeared Peter J. Meier, proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.


Notary Public
My Commission Expires: Aug 11, 2013



ACCEPTANCE

Acceptance by the Grantees is acknowledged this 16th day of Nov, 2012.


Norman T. Wagner

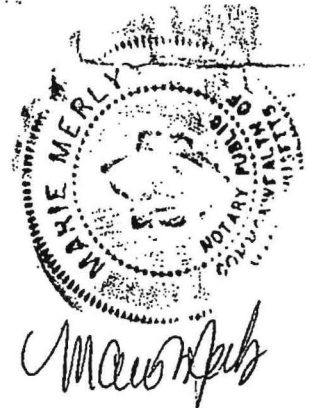

Katherine Wagner

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this 16th day of Nov, 2012, before me, the undersigned notary public, personally appeared Norman T. Wagner, proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

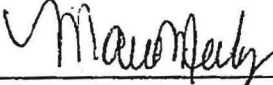
MARIE MERLY
Notary Public
Commonwealth of Massachusetts
My Commission Expires January 1, 2015
Notary Public
My Commission Expires:



COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this 10th day of NOV, 2012, before me, the undersigned notary public, personally appeared Katherine Wagner, proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

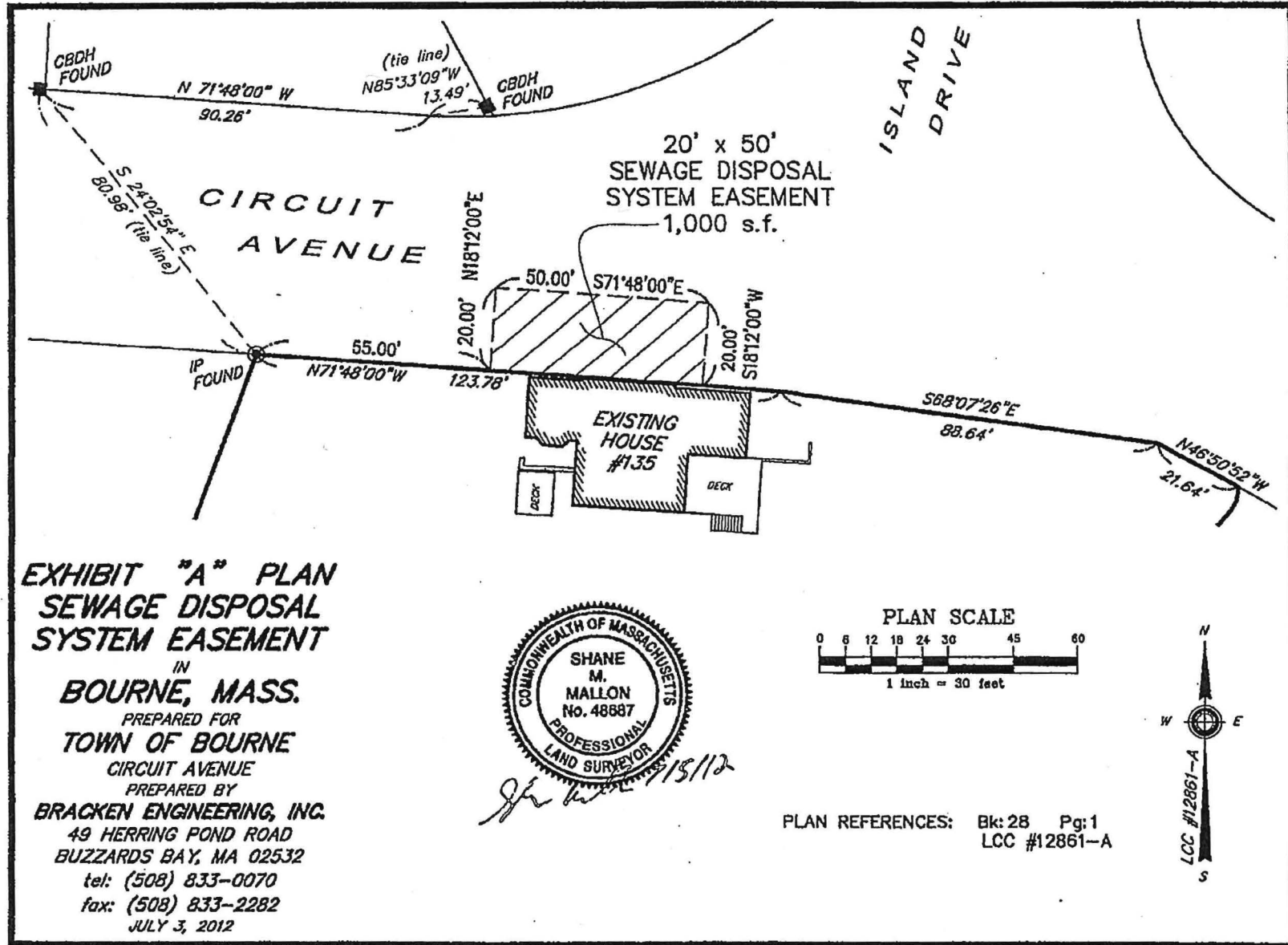


Notary Public

My Commission Expires:

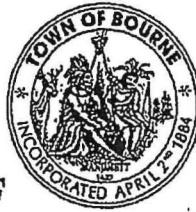
MARIE MERLY
Notary Public
Commonwealth of Massachusetts
My Commission Expires January 2, 2015





BARRY H. JOHNSON
Town Clerk

WENDY CHAPMAN
Assistant Town Clerk



TOWN OF BOURNE
Office of the Town Clerk

At the Special Town Meeting held on October 17, 2011, a quorum being present, the following business was transacted under Article 3:

ARTICLE 3: To see if the Town will vote to authorize the Board of Selectmen to grant to Norman and Katherine Wagner, and their successors in title, a **perpetual easement** to maintain, repair and replace a subsurface sewage disposal system serving 135 Circuit Avenue as shown on the plan on file with the Town Clerk's Office, or take any other

action relative thereto.

Sponsor – Board of Selectmen

MOTION: We move that the Town authorize the Board of Selectmen to grant a perpetual easement to Norman and Katherine Wagner, their heirs and successors, to maintain, repair and replace a subsurface sewage disposal system serving 135 Circuit Avenue as shown on a plan on file in the Town Clerk's Office.

VOTED: AYES 229; NAYS 4; declared the motion passes.

A True Copy,

Attest:

Town Clerk

24 Perry Avenue
Buzzards Bay, Massachusetts 02532
Phone 508-759-0600 x505

04-20-2021 @ 10:48a



Terri A. Guarino
Health Agent

TOWN OF BOURNE BOARD OF HEALTH

24 Perry Avenue
Buzzards Bay, MA 02532
www.townofbourne.com/health
Phone (508) 759-0600 ext. 1513
Fax (508) 759-0679



December 2, 2020

Zachary L. Basinski, P.E., C.F.M.
Bracken Engineering, Inc.
49 Herring Pond Road
Buzzards Bay, MA 02532

Dear Mr. Basinski:

At the duly posted remote meeting on November 18, 2020, the Bourne Board of Health discussed your request for relief from the Bourne Board of Health 150 Foot Setback Regulations and Title 5 of the State Environmental Code: 310 CMR 15.000, for the upgrade of a sewage disposal system at 135 Circuit Ave, Pocasset, MA 02559. On behalf of your client, Katherine Wagner, the Board of Health approved the following variances and waivers, based on the revised plans of record dated September 30, 2020, by Bracken Engineering Inc.:

- A 135 foot variance from the local Bourne Board of Health 150 Foot Setback Regulations for the placement of the leaching facility within 15 feet of the Coastal Bank;
- A 81 foot variance from the local Bourne Board of Health 150 Foot Setback Regulations for the placement of the leaching facility 69 feet to Mean High Water at Hen's Cove;
- A 5 foot waiver from full compliance for a setback of 5 feet from the proposed septic tank to the foundation, 310 CMR 15.405(1)(b).

The Board Felt that the proposed upgraded septic system will offer a substantial degree of environmental protection as it includes the installation of a MicroFAST de-nitrification system and a Geo-Flow Drip dispersal irrigation Soil Absorption System. As designed, this will reduce the total nitrogen loading from 7.7 ppm to 4.6 ppm at the property. These approvals were similar to those previously approved by the Board of Health in 2012, with some slight differences.

These variances are valid for two years from the date of approval and contingent upon an I/A Septic Disclosure Notice recorded with the deed of the property. This office is in receipt of the recorded Two-Bedroom Deed Restriction (Book 26772, Page 205) and Easement between the Town of Bourne and property owners (Book 26885, Page 329). The Board of Health shall receive a copy of this recorded document and an operation and maintenance agreement prior to issuance of a disposal works construction permit. Please be advised that further changes to the property and/or sewage disposal system would be looked at closely by the Board of Health. Should you have any questions, please do not hesitate to contact me at 508-759-0600 ext. 1513. Thank you.

Sincerely,

T. Guarino

Terri Guarino, RS, CHO
Health Agent

Deed Book 30805, Page 51

NOTICE OF ALTERNATIVE SEWAGE DISPOSAL SYSTEM

M.G.L. c. 21A, § 13 and 310 CMR 15.0287(10)

ADDRESS OF PROPERTY SERVED BY ALTERNATIVE SYSTEM:

135 Circuit Avenue, Bourne, MA

TITLE REFERENCE FOR PROPERTY SERVED BY ALTERNATIVE SYSTEM

Deed recorded with the Barnstable Registry of Deeds in Book 30805, Page 51

NAME(S) OF OWNER OF PROPERTY SERVED BY ALTERNATIVE SYSTEM:

Katherine A. Wagner

OWNER(S) MAILING ADDRESS: 135 Circuit Avenue, Pocasset, MA 02559

WHEREAS, Section 15.280 of Title 5 of the State Environmental Code ("Approval of Alternative Systems"), provides for the Massachusetts Department of Environmental Protection (the "Department") to approve or certify, as appropriate, all proposals to construct, upgrade or replace on-site sewage disposal systems using alternative systems;

WHEREAS, owners and/or operators of approved or certified alternative systems are subject to general conditions, as specified in Section 15.287 of Title 5 of the State Environmental Code, 310 CMR 15.287, and may be subject to special conditions, as specified in the Department's approvals or certifications; such general and special conditions potentially including, without limitation, requirements relating to the use of trained operators, periodic inspections, maintenance, sampling, reporting and/or recordkeeping;

WHEREAS, the owners and/or operators this alternative system acknowledges and agrees to comply with the provisions of all of the Bourne Board of Health Alternative Septic System Regulations and any other conditions for the existence of the system;

WHEREAS, Section 15.287(10) of Title 5 of the State Environmental Code, 310 CMR 15.287(10), requires that "prior to obtaining a Certificate of Compliance for installation of a new or upgraded system, the system owner shall record in the chain of title for the property served by the alternative system in the Registry of Deeds and/or Land Registration Office, as applicable, a Notice disclosing both the existence of the alternative on-site system and the Department's approval of the system. The system owner shall also provide evidence of such recording to the Bourne Board of Health; and

WHEREAS, the Property is served by an alternative sewage disposal system.

NOW, THEREFORE, Notice of an alternative sewage disposal system is hereby given for the above-referenced Property, as follows:

1. Existence System #1. An alternative system has been installed as a new or upgraded alternative sewage disposal system, on or adjacent to the Property, and serves the Property. The trade name and model number(s) of the alternative system are as follows:

Trade name of technology: MicroFAST®
 Manufacturer Name: Bio-Microbics, Inc.
 Model number(s): MicroFAST 0.5 Unit

2. **Approval/Certification.** On 1/16/2006, revised 11/5/2012, the Department, pursuant to its authority under the section of Title 5 as specified below, approved or certified the technology used in the above referenced alternative system, under MassDEP Transmittal Number W072367.

- Certified for remedial use under 310 CMR 15.288

3. **Existence System #2.** An alternative system has been installed as a new or upgraded alternative sewage disposal system, on or adjacent to the Property, and serves the Property. The trade name and model number(s) of the alternative system are as follows:

Trade name of technology: GeoFlow
 Manufacturer Name: GeoFlow, Inc.
 Model number(s): WF16-4-24

4. **Approval/Certification.** On June 22, 2011, revised March 20, 2015, modified November 8, 2018, the Department, pursuant to its authority under the section of Title 5 as specified below, approved or certified the technology used in the above referenced alternative system, under MassDEP Transmittal Number W032585.

- Certified for remedial use under 310 CMR 15.288

A copy of the Department of Environmental Protection's Approval/Certification is available online at the Department's website:

<https://www.mass.gov/guides/approved-title-5-innovativealternative-technologies>

****This Notice of Alternative Sewage Disposal System must be submitted to the Bourne Board of Health****

WITNESS the execution hereof under seal this 13th day of April, 2021, made by the above-named Alternative System Owner(s).

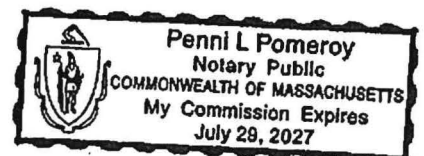
Katherine A. Wagner
 Print Name(s): KATHERINE A. WAGNER

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this 13th day of April, 2021, before me, the undersigned notary public, personally appeared Katherine Wagner, proved to me through satisfactory evidence of identification, which were MA DL, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Pamela L. Pomeroy
 (official signature and seal of notary)



Approved and Accepted By:

T Guarino 4/14/2021

Terri A. Guarino, R.S., C.H.O.

Health Agent

Town of Bourne

shall be established and approved by the Board of Selectmen in accordance with the applicable Medicare reimbursement fee schedule for the Greater Boston Area, as same may be periodically adjusted and recommended by the Fire Chief. *

NOTE: * Various changes by Article 20, 2004 May ATM.

Article 2.9 Due Date and Interest on Unpaid Bills and Charges.

Section 2.9.1

Due Date. Municipal Bills and charges, other than tax bills, shall be due and payable within thirty (30) days of mailing.

Section 2.9.2

Rate of Interest. Unpaid bills and charges accrue interest at the rate of twelve (12%) per annum on the unpaid balance until paid in full.

CHAPTER 3

GENERAL REGULATIONS

Article 3.1 Public Safety and Good Order

Section 3.1.1

Rubbish Permit. No person shall, without written permit from the Selectmen, place or cause to be placed in any public way or square, any dirt, rubbish, wood, timber or other material of any kind tending to obstruct such way or square.

Section 3.1.2

Digging on Public Land. No person shall break or dig up the ground in any public way, square, or other public place in the town, or set up any fence, post, tree, edgestone, pavement in any street, square, or public place in the Town, except as provided in Chapter 85, Section 4 of the Massachusetts General Laws, without a permit from the Selectmen. Violation of this Bylaw shall be subject to a fine of \$150.00 per day.*

NOTE: * Various changes amended by Article 22, 2012 ATM

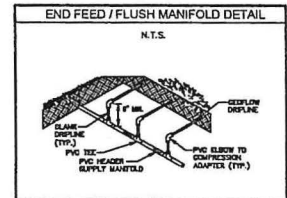
Section 3.1.3

Littering of Streets and Ways. No person shall throw or sweep into, or place, or drop, or suffer to remain in or on any street or way, any hoops, boards, or other wood with nails projecting therefrom, or nails of any kind, shavings, ashes, glass, hair, manure, rubbish, offal or filth of any kind, or any noxious or refuse liquid or solid substance. Violation of this Bylaw shall be subject to a fine of \$300.00 per day.*

NOTE: * Various changes amended by Article 22, 2012 ATM

Section 3.1.4

Railroad and Auto Overpasses. It shall be unlawful for any person to leap from or swim under railroad trestles or automobile overpasses, except in an emergency or for the making of repairs to the said structures, boats, or other equipment. Any Person violating this bylaw shall be subject to a fine of fifty dollars.

[illegible]

N.T.S.

Diagram illustrating a typical manhole construction with the following components labeled:

- FINISH GRADE
- 6" RIBBED VALVE BOX
- CEDFLOW APPROPRIATE AIR/NOXIDE RELIEF
- 12" NO RIBBLE (LENGTH AS REQUIRED)
- BRICK SUPPORTS (CONCRETE)
- FEA GRAVEL SLAB
- PVC PIPING AND FITTING

A technical drawing of a proposed leaching field. The drawing shows a plan view of a rectangular area with a width of 25 feet. On the left side, there are two air release valves. Between them is a 1" x 40" PVC return line to the wastewater headwork. Below the return line is another 1" x 40" PVC supply line from the wastewater headwork. The drawing shows a series of parallel lines representing the leaching field. A note indicates a proposed leaching field of 12' x 17' (see S&S excavation note) and a note for a 1/2" dia. turning spaced 2' o/c. A note at the bottom right indicates a 1/2" dia. turning spaced 2' o/c. A note at the bottom right indicates a 1/2" dia. turning spaced 2' o/c.

[illegible]

Prepared By: **B. CRACKEN**

46 HEDDERBOND ROAD
BUZZARDS BAY, MA 02032

15 OLD SOUTH ROAD
NANTUCKET, MA 02554

(PH) 508.633.0972
(FAX) 508.633.0973

(PH) 508.323.0844
(FAX) 508.323.0845

**PROPOSED SUBSURFACE
SEWAGE
DISPOSAL PLAN
IN BOURNE, MASSACHUSETTS**

Prepared For:
KATHERINE WAGNER
#135 CIRCUIT AVENUE
MAP 43.3 PARCEL 286

No.	Date	Revision	Description	By

Order: **10-00000000-30-3022** Drawn: **RED/MD/3/8/00** Check: **2/8/00** Sheet: **2 of 3**

TEMPORARY CONSTRUCTION LICENSE

Under Section 3.1.2 (Digging on Public Land) of the Town of Bourne By-laws, The Board of Selectmen grant a temporary construction license to the property owner, Katherine Wagner, for the purpose of installing a septic system upgrade under a Board of Health Permit (to be issued after the temporary construction license is approved by Board of Selectmen) for 135 Circuit Avenue, Pocasset, MA.

The following conditions are to be met:

1. The limits of the septic system upgrade are shown on the plan titled Proposed Subsurface Sewage Disposal Plan, by Bracken Engineering, Inc. dated September 30, 2020 (on file with the Health Department) and the easement approved under Article 3 of the October 17, 2011 Special Town Meeting.
2. Time of the temporary license will expire 90 days from the issuance of the Board of Health Permit.
3. Excavation for the septic system upgrade will be done in a timely manner in order to minimize machinery within the road layout.
4. Within 3-7 days after completion of project, the area within the layout will be restored to original condition.
5. Construction shall be coordinated with the following Town Departments:
 - Building and Inspection (Ken Murphy, (508) 759-0600 – ex. 1334);
 - Engineering Department (Timothy Lydon, (508) 759-0600 -ex.1345);
 - Health Department (Terri Guarino (508)759.0600 – ex. 1341).

By its Board of Selectmen

Peter J. Meier

Judith Froman MacLeod

George G. Slade, Jr.

Jared P. MacDonald

Mary Jane Mastrangelo

Dated: July 6, 2021

Committee Appointments 07.06.21

9f. Committee appointment renewals

Barnstable County HOME Consortium – Bourne’s Representative

Three Year Term

Member – Term Expires 6/30/21

David Quinn [re-appointment]

Term

June 30, 2024

Bourne Human Services Committee

Charge 02.05.19

There shall be a standing Committee of nine [now eleven] members established by the Board of Selectmen entitled The Bourne Human Services Committee. The Board of Selectmen shall initially appoint members for two, three and four year terms and thereafter appoint members on a rotating basis for three-year terms.

The Committee shall preferably consist of a Representative of the Bourne School Department, Bourne Police Department, Council on Aging, Bourne Housing Authority, a youth representative, and 6** members at large.

* Amended at 12.11.07 Selectmen’s Meeting

**Amended at 02.05.19 Selectmen’s Meeting

Three Year Term

Member – Term expires 6/30/21

Brandon M. Esip

Chris Powers

Vacancies – [2] At Large Representative [advertised]

Vacancy – At Large Representative [advertised] [fill unexpired term]

School Dept – Vacancy Mellissa Ryan resigned [emailed bps]

Term

June 30, 2024

June 30, 2024

June 30, 2024

June 30, 2023

June 30, 2023

Bourne Landfill Business Model Working Group

***Need Finance Comm member recommendation – July 12th meeting**

Charge 01.19.10

The Board of Selectmen shall appoint a Working Group to be known as the Landfill Business Model advisory Working Group, hereinafter referred to as the Working Group. Said Working Group shall be composed of four (4) individuals, appointed on an annual basis, if required. Membership of the Working Group shall consist of one member each from the Board of Selectmen, Board of Health and Finance Committee, or each respective Board of Committees designee. There shall be one member of the working group who is a resident of the Town of Bourne appointed at large by the Board of Selectmen. The Director of ISWM, ISWM staff, and other municipal staff shall provide reasonable information as required to the Working Group. The working group shall serve as an advisory group and shall have no budgetary, expenditure or contractual authority.

Committee Appointments 07.06.21

One Year Term

Member – Term expires 6/30/21

Stanley Andrews – Board of Health Member
Shawn T. Patterson – At Large Member
Robert E. Schofield- Resident

Term

June 30, 2022
June 30, 2022
June 30, 2022

Historic Commission

Established at 1972 Annual Town Meeting, Article 75 NOT LESS THAT 3 NOR MORE THAN 7 MEMBERS 3 YEAR TERMS

Associate Member - Term Expires 6/30/21

Richard Kantor

Term

June 30, 2022

Special Works Opportunity Program

Established by 1973 ATM Article 78. Seven Members to be appointed by the Board of Selectmen annually.

One Year Term

Member – Term expires 6/30/21

Elizabeth Bohacs
Susan E. Cronin
Judith Shorrock

Term

June 30, 2022
June 30, 2022
June 30, 2022

Transportation Advisory Committee

***Need Plan Bd member recommendation – July 8th meeting**

Executive Order 12.03 – 11.13.12 Selectmen’s Meeting

There is hereby created a committee, to be known as the Transportation Advisory Committee to consist of nine (9) members appointed by the Board of Selectmen to serve without compensation.

The membership of the Committee shall consist of Chief of Police or his designee, Department of Public Works Director, representative of the Cape Cod Commission or the MPO, Planning Board, Bicyclist/Pedestrian Representative and four (4) members appointed by the Selectmen.

11.13.12 Selectmen’s Meeting.

Selectmen’s Report

a. Transportation Committee charge and terms of office Chm. Ford –request was to put a change of member terms. Members will serve for one year ending 6/30. Pickard MOVED and SECONDED by Meier to approve the Transportation Committee Charge and terms of office. VOTE 5-0.

One Year Term

Committee Appointments 07.06.21

Member – Term expires 6/30/21

Christopher Farrell – At Large
Stephen F. Mealy [Cape Cod Comm.]
Marie Oliva – At Large
Robert W. Parady – At Large
Shawn T. Patterson – DPW Director
Paul T. Shastany - Police Chief

Vacancy – Bicyclist Pedestrian [emailed David McPherson]
Vacancy – At Large

Term

June 30, 2022
June 30, 2022
June 30, 2022
June 30, 2022
June 30, 2022
June 30, 2022
June 30, 2022
June 30, 2022

9g. Recreation Committee Vacancy

Article 14, 1948 ATM Three Year Terms - Staggered Terms

Three Year Term

Member – Term expires 6/30/23

Vacancy – [fill unexpired term - Spilhaus]

Term

June 30, 2023

Applicants:

Linda Fletcher, 1C Thorne Ct., Pocasset, MA 02559 [508-277-3902 - enf.lmf.cc@gmail.com]

Kristin J. Weisker, 19 Penobscot Avenue, Pocasset, MA 02559 [508-965-8744 – kristinweisker@gmail.com]

9h. Roadway Traffic Safety Committee – New Committee

The Roadway Traffic Safety Committee is a group formed by the Board of Selectmen. This committee is a review and clearing house for all issues relating to the roadways and traffic or other related safety issues in the Town of Bourne. To have a concern reviewed by the committee please send an email including your contact information to the committee at RTScommittee@townofbourne.com). The committee will review all concerns within the purview of this committee, and in some cases may require a traffic/safety study or analysis of the situation by additional internal or external stakeholders. After review, the committee will make a recommendation to the Town Administrator's office or the Board of Selectmen as required.

The committee is made up of a member of the Police Department, Fire Department, Department of Public Works, Planning Board or Town Planner, Town Engineer, Select Board Member [ex-officio-non-voting] and 2 residents. Appointments will be on an annual basis.

Lt. John R. Stowe, Jr. – Police Department
Chief David Cody – Fire Chief
Timothy Lydon –Engineer Department
Coreen Moore – Town Planner
Shawn Patterson – DPW Director

August 2021

September 2021

Su	Mo	Tu	We	Th	Fr	Sa
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	1	2

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 BoS Meeting	4	5	6	7
8	9 Open Fall STM the Warrant	10	11	12	13	14
15 Assumption of the Blessed Virgin Mary	16	17 Bos Meeting	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4

September 2021

October 2021

Su	Mo	Tu	We	Th	Fr	Sa
26	27	28	29	30	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	31	1	2	3	4
5	6 Labor Day	7 BoS Meeting	8	9	10	11
12 Grandparents Day	13	14	15	16	17	18
19	20	21 BoS Meeting	22	23	24 Fall STM Warrant Closes	25
26	27	28	29	30	1	2

October 2021

November 2021

Su	Mo	Tu	We	Th	Fr	Sa
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	1	2	3	4

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30	1	2
3	4	5 Bos Meeting 1st Look-Draft Warrant Possible vote on Article Inclusion	6	7	8 Draft Motions finalized	9
10	11 Columbus Day	12 Proposed BoS Mtg Article review/voting	13	14	15	16
17	18	19 BoS Meeting 2d Look-Draft Warrant Possible Vote Article Inclusion Vote to Post Warrant	20	21	22 Constable Posts Warrant	23
24	25	26	27	28	29	30
31 Halloween	1 All Saints' Day	2	3	4	5	6

November 2021

December 2021

Su	Mo	Tu	We	Th	Fr	Sa
28	29	30	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	1 All Saints' Day No Later than date to Post the Warrant	2	3 BoS meeting Last Changes before voter handbook published	4	5 Publish Voter Handbook	6
7 Daylight Saving Ends	8	9	10	11 Veterans Day	12	13
14	15 Town Meeting Option One	16 BoS Meeting	17	18	19	20
21	22	23	24	25 Thanksgiving Day	26 Black Friday	27
28	29	30	1	2	3	4

LEASE

Town of Bourne
And
National Marine Life Center, Inc.

INDEX TO EXHIBITS

1. EXHIBIT "A" (page 2) "Proposed Lease Lines Plan of Land in Bourne, Mass., Prepared for National Marine Life Center," dated Jan. 15, 2003.
2. EXHIBIT "B" (page 2) "Proposed Property Lease Plan".
3. EXHIBIT "C" (page 3) "Reservation of Conservation Easement".

ATTACHMENTS

1. (page 10) Vote of the Trustees of the National Marine Life Center authorizing the execution of Lease.
2. (page 10) Certified Copy of the vote of Special Town Meeting of March 3, 2003 on Article 11 of the Warrant.

LEASE AGREEMENT BETWEEN THE
TOWN OF BOURNE AND THE
NATIONAL MARINE LIFE CENTER, INC.

This Lease is entered into on the 25th day of March of 2003 between the Town of Bourne ("Lessor") and the National Marine Life Center, Inc., ("Lessee").

I. PREAMBLE

This Lease is intended to supersede and supplant all of the terms of an earlier Lease between the parties executed on August 13, 1996. By executing signatures on this document, the parties acknowledge that this Lease is to be the sole contract between the parties and waive any and all claims deriving from terms and conditions in any other document. The parties intend that the Lease of August 13, 1996 be null and void and have no legal effect as of the date of execution of this Lease Agreement.

II. LEASED PREMISES

The Town of Bourne hereby leases to the National Marine Life Center, Inc., for the purposes of a marine life rehabilitation center, the land identified under vote of the Special Town Meeting on March 03, 2003, pursuant to Article 11 of the Warrant. The

Leased Premises consists of interests in land in four certain parcels, situated in Buzzards Bay, containing a total of 3.12 acres, more or less, more particularly described as Parcels 179, 180 and 181 on Bourne Assessors Map 23.2 and Parcel 2 as shown on Assessors Map 23, as depicted on a Plan of Land entitled "Site Plan, Town of Bourne, Massachusetts, Scale 1 inch= 200 feet" as shown on a Deed recorded at the Barnstable County Registry of Deeds at Book 2655, Page 259; all of said parcels as shown on a plan at the Town Clerk's Office, dated January 15, 2003 and entitled "Proposed Lease Lines Plan of Land in Bourne, Massachusetts, Prepared for National Marine Life Center"; said parcels are described in Exhibit A attached hereto and incorporated by reference herein.

In addition to the foregoing, the Leased Premises shall include a portion of a parcel of land owned by the Town of Bourne purchased from the Penn Central Transportation Company as described by a deed recorded at Barnstable County Registry of Deeds at Book 2655, Page 259, subject to the following conditions precedent:

- 1.) A vote from the Bourne Town Meeting authorizing the lease of a portion of a parcel of land as described herein and shown on a Plan of Land entitled "Proposed Property Lease Plan" attached as Exhibit B attached hereto and incorporated by reference herein;

- 2.) A vote by the General Court of the Commonwealth by the requisite 2/3rds quantum authorizing the Town to lease the said parcel pursuant to Article 49 of the Declaration of Rights of the Commonwealth of Massachusetts; and
- 3.) A survey plan of said parcels shall be recorded by the Lessor on or before March 31, 2003 at the Barnstable County Registry of Deeds.

III. RESTRICTIONS

The Leased Premises are subject to the following restrictions of record which are incorporated by reference herein as if they were specifically delineated:

- 1.) The terms and conditions set forth in a Document entitled "Reservation of Conservation Easement" and recorded on April 7, 1999 at the Barnstable Land Court Registry District, a copy of which is attached as Exhibit C; and
- 2.) In the event the Lessee shall construct a new building or structure or remodel an existing building or structure during the

term of the Lease, the Lessor shall approve the design of said proposed new remodeled building or structure prior to its construction. Said approval shall be by the Board of Selectmen of the Town of Bourne who shall refer to, and be guided by the Design Standards as suggested by the Cape Cod Commission. Said approvals shall not be unreasonably withheld.

IV. PARKING ACCESS

The Lessee agrees that in the event the lessee enters in to an agreement with the United States Army Corps of Engineers (the "Army Corps") for the use of Army Corps property for parking and/or access to the leased premises, the inhabitants of the Town of Bourne shall have access to and the right to park upon said Army Corps property subject to the term of said Agreement with the Army Corps.

V. TERM AND RENT

The term of the Lease shall be for fifty (50) years from the date of execution of the Lease Agreement by the parties. The Parties agree and acknowledge that the rent of One Dollar (\$1.00) per year for the term has been paid in advance and is deemed satisfied.

VI. INSURANCE

The National Marine Life Center, Inc. shall maintain insurance on the property in amounts set forth as follows: the Lessee agrees to maintain comprehensive general liability coverage in companies qualified to do business in the Commonwealth of Massachusetts in amounts not less than one million dollars with respect to injury to any one person and not less than one million with respect to property damage. The policy shall include the interest of the Town as an additional insured and a certificate of insurance with 30 days notice of any material change shall be provided to the Town.

VII. INDEMNIFICATION

The National Marine Life Center, Inc. agrees to assume all liability of any nature arising from the use of the premises and covenants to indemnify the Town of Bourne from any and all claims, of whatever nature, and any and all damages, of whatever nature, including the cost of defense of such claims by the Town of Bourne.

VIII. DISCLAIMER BY THE TOWN

The Town of Bourne disclaims any guarantee or warranty that the leased premises are suitable for the use or the purposes proposed by the National Marine Life Center, Inc. and expressly sets forth that the leased premises were formerly used for the storage of petroleum products.

IX. CLEAN UP COSTS

Any "clean up" costs of whatever nature, including those costs which are necessary to make the leased premises in a condition satisfactory for the uses proposed by the National Marine Life Center or for the construction of a building or buildings necessary to accomplish the objectives of the National Marine Life Center Inc. shall be the sole responsibility of the National Marine Life Center. The Lessor shall not pay any part or portion of any costs relating to clean up or corrective action to the leased premises. The Lessor agrees to any for any outstanding fees or costs owed for inspection of the property and/or fees owed to DEP prior to the execution of this Lease, including, but not limited to, any amounts owed for Phase 1 and Phase 2 of the work done by the firm of Mahoney and Douglas, Ltd.

X. DISPUTE RESOLUTION

Any disputes with respect to any issues involving this Lease Agreement shall be referred to the American Arbitration Association pursuant to its Dispute Resolution Rules for Commercial Leases. Each party shall pay its own expenses for arbitration fees and attorneys fees.

XI. PROHIBITION AGAINST ASSIGNMENT

The Parties to this Lease Agreement agree that there shall be no assignment of any rights under this Lease Agreement by the National Marine Life Center or sublet of any portion of the premises without the express approval of the Bourne Town Meeting by a vote in the requisite quantum. Notwithstanding the foregoing, the Lessor agrees the Lessee may sublet a portion of the premises to the Cape Cod Stranding Network or its successors in interest or similar organization(s) whose principal mission is the rescue and/or rehabilitation of marine mammals.

XII. SUBORDINATION

The Parties to this Lease Agreement agree that there shall be no subordination under this Lease Agreement to any mortgage or instrument placed on

the building or premises which are the subject of this Lease.

XIII. MAINTENANCE AND REPAIRS

The National Marine Life Center agrees to assume full and complete responsibility for any and all costs for maintenance expenses and repairs to the premises as well for maintenance and repairs for any additions to buildings or additional buildings constructed on the property which is the subject of this Lease Agreement.

During the term of the Lease, the Lessee agrees to keep the leased premises properly landscaped and free of debris and otherwise in a neat and clean condition, except as may be necessitated during periods of building construction.

XIV. SEWER CONNECTION

The National Marine Life Center covenants that it agrees that the Army Corps of Engineers and/or the Town of Bourne shall have the right to install sewer pipes on and through the leased premises in any location deemed necessary by the Town of Bourne during the term of this Lease Agreement, so long as said installation does not interfere with the Lessee's quiet enjoyment of the property. Lessor covenants to

make diligent efforts that the installation of sewer pipes shall not be located on any portion of the leased premises, which has a building, courtyard or public display area, or where future construction is planned.

XV. DEFAULT

The National Marine Life Center and the Town of Bourne agree that construction must commence on or before August 31, 2007 and that construction must conform to the proposed plans approved by the Bourne Board of Selectmen and that said approval shall not be unreasonably withheld. The Parties further agree that construction must be completed on or before August 31, 2009 and that any buildings constructed must be ready for occupancy on or before August 31, 2009. If construction is not commenced on or before August 31, 2007, the Parties agree that the lease shall be declared void and a nullity and the premises shall be surrendered forthwith to the care and custody of the Town of Bourne. If the construction is not completed on or before August 31, 2009, the Parties agree that the lease shall be declared void and a nullity and the premises and the uncompleted structures shall be surrendered forthwith to the Town of Bourne. Any delay occasioned by natural disaster, Acts of God, or casualty loss shall extend the deadlines contained herein by the amount of time directly attributable to the causes set forth herein.

XVI. CONSTRUCTION

All construction shall conform with all federal, state and local regulations, including but not limited to those of the Cape Cod Commission, Town of Bourne Bylaws and all other applicable environmental statutes and regulations. The Lessor agrees that in the event the Cape Cod Commission requires the Lessee to dedicate land for "open space", the Lessor shall use diligent efforts to designate available town owned property to be used for said "open space" at no additional cost to the Lessee. The Lessor agrees that in the event the Cape Cod Commission (the "Commission") determines that the "park" adjoining the leased premises qualifies as available "open space" under Commission regulations, then the "park" may be designated for such open space upon the express condition that such a designation will not interfere or limit the Lessor's use and enjoyment of the "park" property.

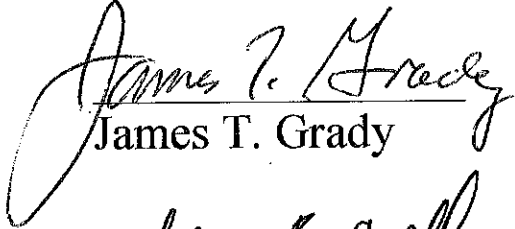
See the Vote of the Trustees of the National Marine Life Center authorizing the execution of this Lease attached hereto along with a certified copy of the vote of the Special Town Meeting of March 03, 2003 on Article 11 of the Warrant.

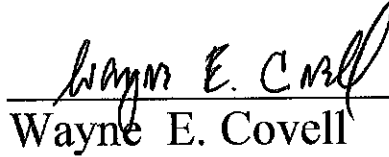
XVII. TERMINATION BY LESSEE

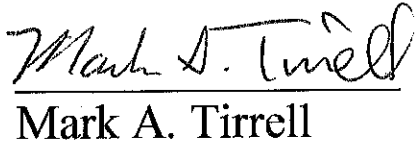
In the event that at any time during the term hereof the Board of Trustees for the Lessee shall determine (1) that the finances of the Lessee are such as to make impossible or inadvisable for the Lessee to continue performance of the Lessee's obligations hereunder, or (2) that it is not possible or practicable for the Lessee to raise funds sufficient for construction of all such buildings and units on the demised premises as are necessary for the operation of a suitable and adequate marine life center, or (3) if for any reason, the Lessee shall close its doors and cease operations, then in any of the above circumstances, the Lessee shall deliver up the leased premises to the Lessor within ninety (90) days thereafter and this Lease shall be considered and declared null and void.

In this circumstance, the Lessee shall remove all of its property from the premises and leave said premises constructed during the term of the lease in a broom clean condition. The Lessee shall also be responsible to cause a similar removal and cleanup by its sublet tenant, the Cape Cod Stranding Network or its successor.

For the Town of Bourne,
By its Board of Selectmen,


James T. Grady

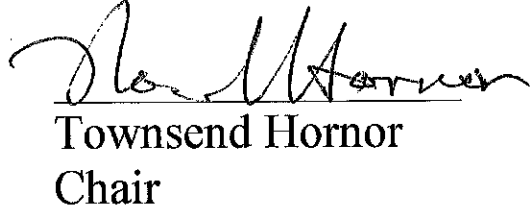

Wayne E. Covell

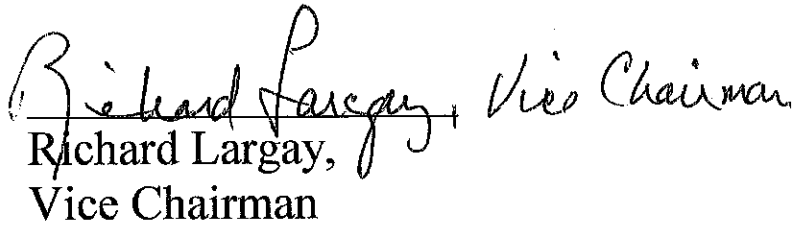

Mark A. Tirrell

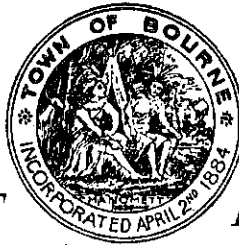

Leo F. Locke


Linda M. Zuern

For the National
Marine Life Center,


Townsend Hornor
Chair


Richard Largay, Vice Chairman
Vice Chairman



ATTACHMENT "2"

TOWN OF BOURNE
Office of the Town Clerk

**At a legal meeting of the Town of Bourne held March 3, 2003
the following business was transacted at the Special Town
Meeting.**

ARTICLE 11. To see if the Town will vote to authorize the Board of Selectmen to lease certain parcels of land, in Buzzards Bay, to the **National Marine Life Center** for the purposes of a marine life rehabilitation facility and activities related thereto, on terms and conditions deemed by the Board of Selectmen to be in the best interest of the Town; four certain parcels of land, situated in Buzzards Bay, containing a total of 3.12 acres, more or less, more particularly described as Parcels 179, 180 and 181 on Bourne Assessors Map 23.2 and Parcel 2 as shown on Assessors Map 23, as depicted on a Plan of Land entitled "Site Plan, Town of Bourne, Massachusetts, Scale 1 inch = 200 feet" as shown on a Deed recorded at Barnstable County Registry of Deeds in Book 12183, Page 26, and a portion of a parcel of land owned by the Town previously deeded from the Penn Central Transportation Co., and as shown on a Deed recorded at the Barnstable County Registry of Deeds at Book 2655, Page 259; all of said parcels as shown on a plan on file at the Town Clerk's Office dated January 15, 2003 and entitled "Proposed Lease Lines Plan of Land in Bourne, Massachusetts, Prepared for National Marine Life Center"; and further, to authorize the Board of Selectmen to petition the General Court pursuant to Article 49 of the Declaration of Rights of the Commonwealth of Massachusetts for appropriate legislation to authorize and permit the lease of a portion of the aforesaid land formerly owned by said Penn Central Transportation Co. and acquired by the Town for conservation, beautification, park and recreational purposes, to the National Marine Life Center on terms and conditions deemed by the Board of Selectmen to be in the best interest of the Town, or to take any action thereto.

Sponsor – Board of Selectmen

MOTION: We move that the Town so vote.

Voted: Ayes 312, Nays 2, motion passes.


A true copy, Attest:

Linda Marzelli, Town Clerk

EXHIBIT A

PARCEL I:

NORTHERLY by Buzzards Bay Road, formerly known as North County Road, 50 feet;

EASTERLY by land formerly of Elizabeth W. Bourne and Benjamin F. Bourne and now or formerly of Wirthmore Stores, 221.49 feet;

SOUTHWESTERLY by land now or formerly of the New York, New Haven and Hartford Railroad Company, 52.84 feet; and

WESTERLY by land formerly of Lavinia E. Hathaway, being described as Parcel II, herein described, 200.85 feet.

Said boundaries are shown on a plan entitled "Plan of Land in Bourne, Mass., Plotted for Socony Mobil Oil Company, Inc.", dated February 24, 1965, by Arthur C. Thompson, Engineer & Surveyor, recorded with Barnstable County Registry of Deeds, Plan Book 194, Page 69.

PARCEL II:

NORTHERLY by Buzzards Bay Road, formerly North County Road, 242.29 feet;

EASTERLY by land now owned by this Grantor, described as Parcel I above, 200.85 feet;

SOUTHWESTERLY by land now or formerly of the New York, New Haven and Hartford Railroad Company, 252.81 feet; and

WESTERLY by land formerly of Isaac Small, Jr., described as Parcel III herein, 107.06 feet.

Said boundaries are shown on Land Court Plan No. 6460-A, dated March 1, 1979, a copy of which is filed with the Barnstable County Registry District of the Land Court with Certificate of Title No. 314 and being the land described in Certificate of Title No. 3504, in Book 15, Page 4.

PARCEL III:

NORTHERLY by said Buzzards Bay Road, 100.91 feet;

EASTERLY by land now or formerly of Mobil Oil Corporation as Parcel II above, 107.06 feet;

SOUTHWESTERLY by land now or formerly of New York, New Haven and Hartford Railroad Company, 123.07 feet; and

WESTERLY by land formerly of Small and now or formerly of Rose Dimodica, 66.80 feet.

Said boundaries are shown on the above mentioned plan dated February 24, 1965, Plan Book 194, Page 69.

PARCEL IV:

SOUTHWESTERLY by Shore Road, by two lines measuring together 496.87 feet;

SOUTHWESTERLY by land now or formerly of the Cape Cod Construction Company, 393.91 feet;

NORTHERLY by land now or formerly of the New York, New Haven and Hartford Railroad Company, by two lines, measuring together 471.16 feet.

Said boundaries are shown on Land Court Plan No. 6901-A, dated May, 1918, filed with said Registry District of the Land Court with Certificate of Title No. 3509, Book 15, Page 9.

Together with the benefit of rights, privileges and easements granted by Richard Choice, et al, Co-Trustees to Grossman Industrial Properties, Inc., by instrument dated October 6, 1966, recorded with said Deeds, Book 1350, Page 29.

Reserving unto Grantor a right of entry over the property conveyed herein ("Property") to be exercised only in the event the Grantee or its successors fail, following notice, to maintain certain signs and markers naming Grantor as the donor of the Property in accordance with the requirements of the Property Donation Agreement between Grantor and Grantee dated January 7, 1999, and only for the purpose of restoring, repairing or replacing said signs or markers.

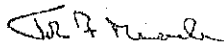
Subject to and with the benefit of all easements, covenants, restrictions and other matters of record.

SUBJECT to the following restrictive covenants:

As part of the consideration for this conveyance the grantee for itself its successors and assigns, agrees that from the date hereof the Property shall only be used for the purposes set forth in the Reservation of Conservation Easement to be filed by Grantee immediately following the recording of this Deed.

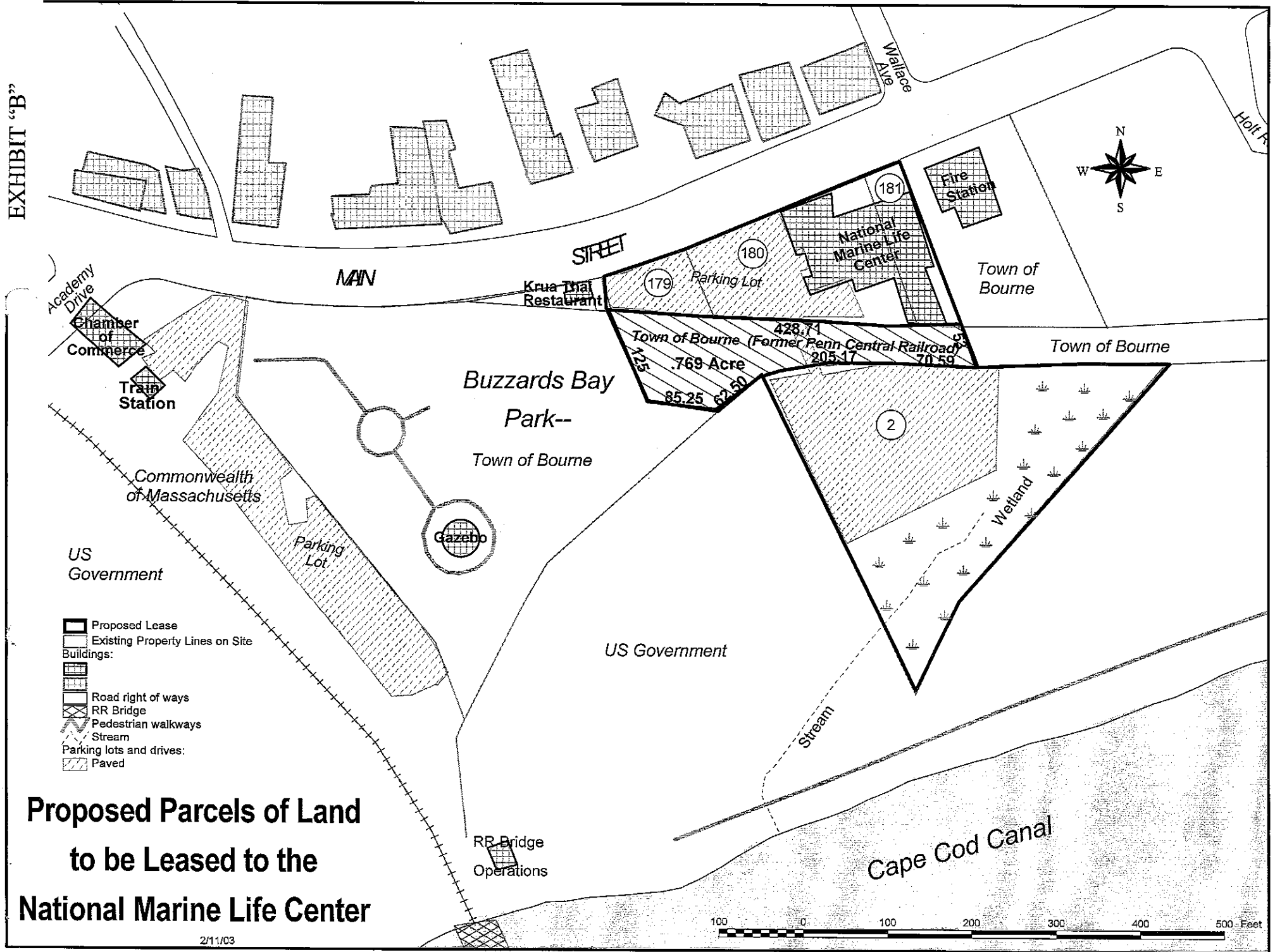
For reference to title, see deed of Mobil Oil Corporation recorded herewith.

BARNSTABLE COUNTY
REGISTRY OF DEEDS
A TRUE COPY, ATTEST



JOHN F. MEADE, REGISTER

BARNSTABLE REGISTRY OF DEEDS



DOC:761,781 04-07-99 11:05

BARNSTABLE LAND COURT REGISTRY

30

RESERVATION OF CONSERVATION EASEMENT

The Town of Bourne ("Town"), acting by and through the Town Selectmen, hereby reserves for itself and its successors a conservation and open space easement, in gross and perpetuity, over that parcel of land situate in the State of Massachusetts, County of Barnstable, Town of Bourne as more particularly described on Exhibit A attached hereto ("Property") for public access subject to the following terms and conditions, together with a right of entry in favor of Mobil Oil Corporation, a New York corporation (hereinafter "Mobil"), as reserved in the deed from Mobil to the Town of Bourne dated February 23, 1999 and recorded* at Book ____, Page ____ in the Barnstable County Registry of Deeds. Said right of entry may be exercised by Mobil only in the event that the Town fails to maintain signs upon the Property as provided in the Property Donation Agreement dated January 7, 1999.

Doc. #
761780Property: 110-120 Main St., Bourne
Cert. 152028

1. Use of Property. Use of the Property shall be limited to facilities for the purposes of rescue, rehabilitation, and release of marine mammals and sea turtles, science education in marine wildlife health and conservation, and preserving and enhancing the natural environmental and/or for the purpose of open space, for the public use and enjoyment thereof. No development shall occur or be allowed on the Property except for:
 - A. Any uses consistent with, or activities undertaken pursuant to the use of the Property as described above, including but not limited to the following specific implementation activities:
 - (i) Removal of non-native species of vegetation and planting of native and wetland vegetation;
 - (ii) Development of public access uses and placement of signs for property identification and public access and educational purposes; and
 - (iii) Actions necessary to maintain native vegetation and habitat and public access trails.
 - B. The removal of hazardous substances or conditions, or idled structures, or diseased plants or trees; and
 - C. The installation, maintenance, use or repair of underground water, sewer, natural gas, electricity, and telephone easements or utility lines of record, or as necessary to serve the Property, and the installation, maintenance, use, or repair of a pipeline or pipelines for the transportation of water, or

Bour Conservation ES Land 6460-A + 6901-A

other related substances placed in pipelines pursuant to existing easements of record; and

D. The construction of a visitor's center and its related facilities.

2. Prohibited Uses. Any activity on or use of the Property inconsistent with the activities set forth in Paragraph 1 above or with the conservation purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following uses or activities are incompatible with the conservation purposes of this Easement and shall be prohibited:

Use of the Property to explore for, extract, or otherwise exploit any mineral or fossil fuel deposits underlying or adjacent to the Property;

3. Covenants of Grantee. The Town hereby covenants and agrees to hold, manage, and use the Property in a manner consistent with the conservation purposes of this Easement. The Town further covenants and agrees that it shall not use, sell, or otherwise dispose of the Property without the approval of the Town of Bourne's Town Meeting, and that it shall not, except with the approval of the Town of Bourne's Selectmen, transfer or encumber the Property.

4. Rights Reserved by the Town of Bourne: To accomplish the conservation purposes of this Easement, the following rights are reserved by the Town of Bourne as holder of this Easement:

A. To preserve and protect the conservation values of the Property;

B. To enter onto the Property at any time to monitor compliance with and otherwise enforce the terms of this Easement; and for purposes of assisting in the implementation of the Plan and inspecting the progress of work; and to prevent any activity on or use of the Property that is inconsistent with the conservation purposes and to require the restoration of areas or features of the Property that may be damaged by any inconsistent activity or use.

5. Successors. The covenants, terms, conditions, and restriction of this Easement shall be binding upon and inure to the benefit of, the parties hereto and their respective agents, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, the Town has hereunto set its hand and seals this 10th day
of December, 1998.

THE TOWN OF BOURNE
BOARD OF SELECTMEN

W. Thomas Barlow
W. Thomas Barlow

Roland J. Dupont
Roland J. Dupont

Haydon S. Coggeshall
Haydon S. Coggeshall

Witness or Attest:

Nancy J. Sandman

Name:

Nancy J. Sandman

Title:

Notary Public

My Comm. Exp. 1.22.99

APPROVED AS TO FORM:

Robert S. Troy
Robert S. Troy
Bourne Town Counsel

COMMONWEALTH OF MASSACHUSETTS

SS:

COUNTY OF BARNSTABLE

The foregoing instrument was acknowledged before me on the 10th day of December, 1998 by W. Thomas Barlow, Roland J. Dupont and Haydon S. Coggeshall, Board of Selectman, The Town of Bourne on behalf of the Town of Bourne.



(SEAL)

Nancy J. Sandman
Notary Public

Nancy J Sandman
Printed name of Notary

My Commission Expires: 1.22.99

AMENDMENT TO LEASE AGREEMENT

This Amendment (the "Amendment") is entered into as of the 27 day of August, 2019 by and between the **Town of Bourne**, a municipality organized under the laws of the Commonwealth of Massachusetts, with an address of 24 Perry Avenue, Buzzards Bay, Massachusetts 02532 (the "Town") and the **National Marine Life Center, Inc.**, a tax-exempt non-profit corporation organized under the laws of the Commonwealth of Massachusetts with an address of 120 Main Street, Buzzards Bay, Massachusetts 02532 (the "NMLC").

RECITALS

WHEREAS, the Town of Bourne and NMLC are parties to a Lease Agreement between the Town of Bourne and the National Marine Life Center, Inc. dated March 25, 2003 (the "Lease"); and

WHEREAS, the Town of Bourne and NMLC desire to amend the Lease as further described herein;

WHEREAS, on May 6, 2019, the Bourne Town Meeting approved an article to "authorize the Board of Selectmen to amend the Lease between the Town of Bourne and the National Marine Life Center on terms and conditions deemed to be in the best interests of the Town by the Board of Selectmen ...";

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

Section XI of the Lease is amended by adding the following as a second paragraph:

Notwithstanding the forgoing, Lessor agrees that Lessee may sublet the parcel shown as Parcel 2 as shown on Exhibit B to the Lease for parking for the period of time commencing on August 27, 2019 and ending on August 27, 2021. Lessee agrees the public may use the parcels shown as Parcels 179 and 180 on Exhibit B ("the Front Lot") to the Lease for parking subject to the following conditions:

- (a) the Lessee may designate up to 20 spaces in the Front Lot for the Lessee's exclusive use during regular business hours (8am to 6pm) and may have exclusive use of all spaces in the Front Lot during Lessee's events; The Building Inspector shall determine how many of the parking spaces are required by law to be handicap accessible.
- (b) The National Marine Life Center will assume the cost and effectuate the restriping and signage of the lot for public parking and provide handicapped spaces as approved by the Inspector of Buildings.
- (c) there shall be no overnight parking by the public on any of the spaces in the Front Lot;

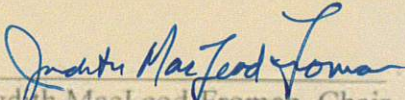
(d) In the event of any future expansion of the Lessee's facilities, Lessee shall have the right to designate all spaces in the Front Lot for the exclusive use of the Lessee.

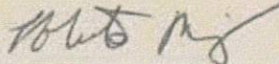
In all other respects, the terms of the Lease are ratified.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the day and date first above written.

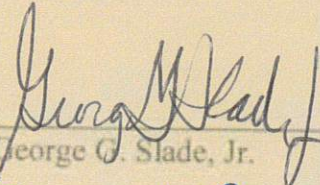
TOWN OF BOURNE
By Its BOARD OF SELECTMEN

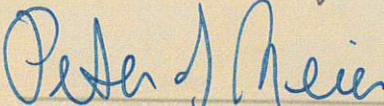
NATIONAL MARINE LIFE CENTER, INC.

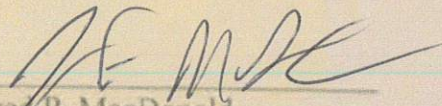

Judith MacLeod-Froman, Chair

By: 
Roberta Morris, Chair

James L. Potter


George G. Slade, Jr.


Peter J. Meier


Jared P. MacDonald

NATIONAL MARINE LIFE CENTER, INC.

Certificate of Vote

September____, 2019

The undersigned, Clerk of the National Marine Life Center, Inc., a Massachusetts non-profit corporation, duly organized under Chapter 180 of the Massachusetts General Laws (hereinafter "the Corporation"), hereby certify that, at a duly authorized meeting of the Board of Directors of the Corporation on August 15, 2019, at which a quorum was present, the Board of Directors voted to propose an amendment to the Lease Agreement between the Town of Bourne and the National Marine Life Center dated March 25, 2003 and to authorize a subcommittee of the Board of Directors, consisting of Roberta Morris, C. Beth Sobiloff Jones, and Mary Neuman to negotiate the terms of the Amendment;

I further certify that said subcommittee, by unanimous written consent has vote to authorize Roberta Morris, Chairwoman of the Corporation, to sign the Amendment as approved by Board of Selectmen of the Town of Bourne on September 4, 2019.

A true copy

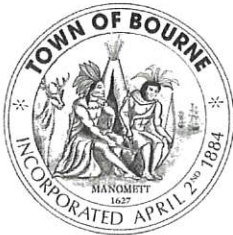
ATTEST:

C. Beth Sobiloff Jones
C. Beth Sobiloff Jones, Clerk of the Corporation

I, C. Beth Sobiloff Jones, hereby certify that I am the duly elected Clerk of the National Marine Life Center and that the above votes have not been amended or rescinded and remain in full force and effect as of the date hereof.

C. Beth Sobiloff Jones
C. Beth Sobiloff Jones

NMLC - Parking
Town of Bourne
Fall 2019



LOCUS



Legend

- rd5a_centerlines
- Parcels_Level3_shapefile_latest_update



BUZZARDS BAY WATER DISTRICT

P.O. Box 243 15 Wallace Avenue
Buzzards Bay, MA 02532

Tel: (508) 759-4632
Fax: (508) 759-1866

BOURNE BD OF SELECTMEN
RCVD 2021 MAY 24 AM 10:18

Date 5/21/2021

AS-24-21
Town of Bourne
Board of Selectmen
24 Perry Avenue – Room 101
Buzzards Bay, MA 02532

Subject: Request for Commitment to Participate in Water Management Act Permit Mitigation Plan

Dear Members of the Board:

Before issuing our draft Water Management Act (WMA) permit, the Massachusetts Department of Environmental Protection (MassDEP), has now informed us that we must submit a letter of intent to complete a mitigation plan and to identify items to be considered within the mitigation plan. The amount of water required to be mitigated is the volume of water withdrawal in excess of the baseline. The baseline is determined by the greater of the 2003 to 2005 annual average demand or the 2005 actual demand plus a growth factor of 5%. For the District, the baseline is 0.51 million gallons per day (mgd). Therefore, average annual withdrawals that exceed 0.51 mgd require mitigation. Our average annual withdrawals have been close to 0.51 mgd over recent years so new customers will cause our annual average to exceed the baseline.

The MassDEP has identified several methods that they consider for mitigation credit. After review of the list of acceptable mitigation methods, we have identified the following as possibilities to include in our mitigation plan, several of which require the Town's assistance as summarized below.

1. Verification of District customer water demands associated with wastewater discharge type (a) septic system, (b) Town Wastewater Treatment Plant (WWTP), (c) Wareham WWTP or (d) Massachusetts Maritime Academy (MMA) WWTP. This task will be

completed by the District to verify the portion of water withdrawal that is recharged to groundwater. MassDEP allows credit of 85% for withdrawals with groundwater recharge.

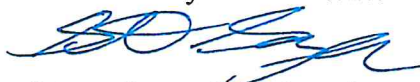
2. Identification of property purchased for source water or natural resource protection by the District or the Town since 2005. This task will involve participation of the Town to identify open space purchased since January 1, 2005. The District also requires the Town to participate in developing a plan for how to apply credit for open space to the District versus the Bourne Water District or the North Sagamore Water District.
3. Identification of Infiltration and Inflow removal completed since January 1, 2005. This task will involve participation of the Town and the Mass Maritime Academy (MMA) since both have some sewer discharge to wastewater treatment plants that discharge treated wastewater to surface waters.
4. Identification of stormwater recharge projects implemented after January 1, 2005 for areas that take stormwater that previously ran off impervious surfaces and now has measures to allow recharge (replacement of impervious with vegetation or porous pavement, etc). This task will involve participation of the Town and MMA.
5. Review of the Town's Wetlands Bylaw for applicable credit. This task will be completed by the District and MassDEP.
6. Identification of the Town's MS4 implementation. This task will involve participation of the Town.
7. Communicate with the Town with regards to the possibility to implement a Stormwater Bylaw, Private-Well Bylaw, Fertilizer Bylaw or Septic System Maintenance Program. This task will involve participation of the Town.

All mitigation credit will need to be approved by MassDEP. The above items are possible mitigation measures to be considered in the development of our mitigation plan.

At this time, we request that the Town provide a letter of commitment to participate in development of the District's mitigation plan as outlined in this letter. We anticipate initiating development of the plan during summer/fall 2021 and completion of this plan within one year.

I am available to meet with you to discuss this further.

Sincerely,
Buzzards Bay Water District



Steven Souza, Superintendent

2021
Selectmen's Appointments
for after Election

TERM	COMMITTEE	REP OF COMM	EXP	APPT BY	FIRST	LAST	FORMERLY	
Board of Selectmen								
2 YR	Affordable Housing Trust	Board of Selectmen/Town Adm	June 30, 2023	Board of Selectmen			Meier - 2021	
1 YR	Bourne Landfill Business Model Working Group	Board of Selectmen	June 30, 2022	Board of Selectmen			Froman - 2021	
	Cape Cod and Islands Water Protection Fund – MANAGEMENT BOARD	Board of Selectmen Rep	June 30, 2022	Board of Selectmen			Potter - apptd. 03.19.19	
1 YR	Cape Cod Regional Transit Authority	Board of Selectmen	June 30, 2022	Board of Selectmen	George G.	Slade, Jr.	Slade - 2021	Done
1 YR	Community Action Committee of Cape Cod and Islands, Inc.		June 30, 2022	Board of Selectmen			Vacancy - Formerly Caputo - School	
3 YR	Community Engagements Committee	Board of Selectmen Rep	June 30, 2024 - 3 yr however selectmen appts annually	Board of Selectmen			Potter - 2021	
1 YR	Local Emergency Planning Committee - Local Elected Official	Board of Selectmen	June 30, 2022	Board of Selectmen			Slade - 2021	
1 YR	Massachusetts Military Reservation - Military Civilian Community Council	Board of Selectmen	June 30, 2022	Board of Selectmen			Slade - 2021	
1 YR	Massachusetts Military Reservation Senior Management	Board of Selectmen	June 30, 2022	Board of Selectmen			Slade - 2021	
1 YR	OPEB Trust Fund	Board of Selectmen	June 22, 2022	Board of Selectmen				
1 YR	OPEB Trust Fund	Town Administrator/voting member	June 22, 2022	Board of Selectmen				
1 YR	Private Roads Acceptance Committee	Board of Selectmen	June 30, 2022	Board of Selectmen			Slade - 2021	
1 YR	Roadway Traffic Safety Committee	Board of Selectmen	June 30, 2022	Board of Selectmen				
1 YR	Trustees of the Bourne Veterans Memorial Community Center	BOS Chairman EX Officio	Chm. of BOS	Board of Selectmen	Peter	Meier	MacLeod Froman - 2021	Done
Town Administrator								
UPC	South Side Fire Station Feasibility and Design Building Committee	Board of Selectmen	Until Project Complete or Revoked	Town Administrator or his rep			Meier - 2021	
1 YR	Town Administrators Advisory Committee on Pedestrian Bicycle Pathway	Board of Selectmen	June 30, 2022	Town Administrator			Slade - 2021	
UPC	Wastewater Facility Design and Building Committee	Sewer Commissioner	June 30, 2022	Town Administrator			Meier - 2021	

TOWN OF
OTHER POST-EMPLOYMENT BENEFITS ("OPEB") TRUST

TRUST AGREEMENT made this 7th day of April, 2015 between the Town of Bourne, acting through its Board of Selectmen (the "Town") and the duly serving members of the Board of Trustees (the "Trustees").

WITNESSETH:

WHEREAS, the Town has established certain other post employment benefits ("OPEB"), other than pensions, for eligible former employees of the Town; and

WHEREAS, the Town wishes to establish an irrevocable trust (hereinafter the "Trust") for the purpose of funding OPEB obligations as required to be reported under General Accounting Standards Board ("GASB") Statements 43 and 45; and

WHEREAS, the Trust is established by the Town with the intention that it qualify as a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Code and Regulations issued thereunder and as a trust for OPEB under G.L. c.32B, §20.

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants hereinafter set forth, Town and the Trustees hereby agree as follows.

ARTICLE I DEFINITIONS

As used herein, the following terms shall have the following meanings:

- 1.1. "Code" means the Internal Revenue Code of 1986, as amended from time to time.
- 1.2. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time and any successor statute.
- 1.3. "GASB 43 and 45," shall mean Government Accounting Standards Board, Statement No. 43 and Statement No. 45, Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions.
- 1.4. "Other post-employment benefits" or "OPEB," shall mean post-employment benefits other than pensions as that term is defined in GASB 43 and 45 including post-employment healthcare benefits, regardless of the type of plan that provides them, and all post-employment benefits provided separately from a pension plan, excluding benefits defined as termination offers and benefits.

1.5. "Retired Employee" means those persons who have retired from employment with the Town and who are qualified to receive retirement benefits pursuant to G.L. c.32 or as otherwise provided by law.

1.6. "Trust" means the Town of Bourne OPEB Trust as hereby established.

1.7. "Trustee" means the duly serving members of the Board of Trustees, and any successor Trustee appointed as provided pursuant to Article 5.

1.9. "Trust Fund" means all the money and property, of every kind and character, including principal and income, held by the Trustee under the Trust.

ARTICLE 2 PURPOSE

2.1. The Trust is created for the sole purpose of providing funding for OPEB, as determined by the Town, or as may be required by collective bargaining agreement, or by any general or special law providing for such benefits, for the exclusive benefit of the Town's Retired Employees and their eligible dependents and for defraying the reasonable administrative, legal, actuarial and other expenses of the Trust. The assets held in the Trust shall not be used for or diverted to any other purpose, except as expressly provided herein.

2.2. It is intended that the Trust shall constitute a so called "Qualified OPEB Trust" according to the standards set forth in GASB 43 and 45 and that it further qualify as a Integral Part Trust for all purposes under Article 115(c) of the Code or under any comparable provision of future legislation that amends, alters, or supersedes the Code.

ARTICLE 3 ESTABLISHMENT OF TRUST

3.1. In order to implement and carry out the provisions of G.L. c.32B, §20, the Town hereby establishes this Trust which shall be known as the "Town of Bourne OPEB Trust."

3.2. The Trust shall be irrevocable, and no Trust funds shall revert to the Town until all benefits owed to Retired Employees have been satisfied or released.

3.3. The principal location of the Trust shall be the office of the Town Treasurer, located at 24 Perry Avenue, Buzzards Bay, MA 02532

3.4. The Trustees hereby accept the duties imposed upon them by this Trust Agreement and agree to perform said duties as a fiduciary duty in accordance with the terms and conditions of this Trust Agreement.

3.5. The Trustees shall hold legal title to all property of the Trust and neither the Town, nor any employee, official, or agent of the Town, nor any individual, shall have any right title or interest to the Trust.

3.6. The Trust shall consist of such sums of money as shall from time to time be paid or delivered to the Trustees by the Town, which together with all earnings, profits, increments and accruals thereon, without distinction between principal and income, shall constitute the Trust hereby created and established. Nothing in this Agreement requires the Town to make contributions to the Trust to fund OPEB. Any obligation of the Town to pay or fund benefits shall be determined in accordance with applicable law and any agreement to provide OPEB.

ARTICLE 4 TRUST FUNDING

4.1. The Trust Fund shall be credited with all amounts appropriated or otherwise made available by the Town and employees of the Town as a contribution to the Trust for the purposes of meeting the current and future OPEB costs payable by the Town, or any other funds donated or granted specifically to the Town for the Trust, or to the Trust directly.

4.2. The Trustees shall be accountable for all delivered contributions but shall have no duty to determine that the amounts received are adequate to provide the OPEB Benefits determined by the Town.

4.3. The Trustees shall have no duty, expressed or implied, to compel any contribution to be made by the Town, but shall be responsible only for property received by the Trustee under this Trust Agreement.

4.4. The Town shall have no obligation to make contributions to the Trust to fund OPEB, and the size of the Trust may not be sufficient at any one time to meet the Town's OPEB liabilities. This Trust Agreement shall not constitute a pledge of the Town's full faith and credit or taxing power for the purpose of paying OPEB, and no retiree or beneficiary may compel the exercise of taxing power by the Town for such purposes.

The obligation of the Town to pay or fund OPEB obligations, if any, shall be determined by the Town or applicable law. Distributions of assets in the Trust are not debts of the Town within the meaning of any constitutional or statutory limitation or restriction.

4.4. Earnings or interest accruing from investment of the Trust shall be credited to the Trust. Amounts in the Trust Fund, including earnings or interest, shall be held for the exclusive purpose of, and shall be expended only for, the payment of the costs payable by the Town for OPEB obligations to Retired Employees and their dependents, and defraying the reasonable expenses of administering any plan providing OPEB Benefits as provided for in this Trust Agreement.

4.6. Amounts in the Trust Fund shall in no event be subject to the claims of the Town's general creditors. The Trust Fund shall not in any way be liable to attachment, garnishment, assignment or other process, or be seized, taken, appropriated or applied by any legal or equitable process, to pay any debt or liability of the Town, or of retirees or dependents who are entitled to OPEB.

ARTICLE 5 TRUSTEES

5.1. The Trust shall be administered by a Board of Trustees consisting of five (5) members, who shall include the Town Finance Director, Town Treasurer, current Chairman of the Board of Selectmen, the current Chairman of the Finance Committee and a Town of Bourne retiree. The Town of Bourne retiree shall be appointed annually by the Board of Selectmen. Upon the expiration of the term or sooner resignation or removal of the Town Finance Director or Town Treasurer the position of Trustee shall be deemed vacant until that position is filled. The Town Administrator shall serve as an ex officio member of the Board of Trustees or, if so appointed by the Board of Selectmen, as a voting member.

5.2. The Board of Selectmen shall call for the first meeting of the Trustees and the current Chairman of the Board of Selectmen-Trustee shall serve as the initial Chairperson of the Trustees to facilitate the organization of the Trustees.

5.3. In the event a Trustee resigns, is removed or is otherwise unable to serve, the Board of Selectmen shall appoint a Trustee to fill the vacancy with a same or equal position created by the vacancy.

5.4. Whenever a change occurs in the membership of the Board of Trustees, the legal title to property held by this Trust shall automatically pass to those duly appointed successor Trustees.

5.5. Each future Trustee shall accept the office of Trustee and the terms and conditions of this Trust Agreement in writing.

5.6. Upon leaving office, a Trustee shall promptly and without unreasonable delay, deliver to the Trust's principal office any and all records, documents, or other documents in his possession or under his control belonging to the Trust.

5.7. The Trustees shall be special municipal employees for purposes of G.L. c.268A and shall be subject to the restrictions and prohibitions set forth therein.

ARTICLE 6 POWERS OF THE TRUSTEES

6.1. The Trustees shall have the power to control and manage the Trust and the Trust Fund and to perform such acts, enter into such contracts, engage in such proceedings, and generally to exercise any and all rights and privileges, although not specifically mentioned herein, as the Trustees may deem necessary or advisable to administer the Trust and the Trust Fund or to carry out the purposes of this

Trust. In addition to the powers set forth elsewhere in this Agreement, the powers of the Trustees, in connection with their managing and controlling the Trust and the Trust Fund, shall include, but shall not be limited to, the following:

6.1.1. To enter into an administrative services contract or other contracts with one or more insurance companies, nonprofit hospital, medical or dental service corporations, or with one or more health care organizations or health maintenance organizations, or with one or more third-party administrators or other entities to organize, arrange, or provide for the delivery or payment of health care coverage or services (including dental services), whereby the funds for the payment of claims of eligible persons, including appropriate service charges of the insurance carrier, third party administrator or other intermediary, shall be furnished by the Trustees from the Trust Fund for the payment by such intermediary to the health care vendors or persons entitled to such payments in accordance with the terms and provisions of said contract.

6.1.2. To purchase contracts of insurance or reinsurance through such broker or brokers as the Trustees may choose and to pay premiums on such policies.

6.1.3. To receive, hold, manage, invest and reinvest all monies which at any time form part of the Trust, whether principal or income, provided however that there shall be no investment directly in mortgages or in collateral loans and further provided that the Trustees shall comply with the provisions of Article 7 of this Trust Agreement, applicable law and any investment policy adopted by the Trustees concerning the investment and management of the Trust Funds.

6.1.4. To borrow or raise money for the purposes of the Trust, in such amount, and upon such terms and conditions as the Trustees shall deem advisable, subject to applicable law and statutes; and for any sum so borrowed to issue the promissory note of the Trust, and to secure the repayment thereof by creating a security interest in all or any part of the Trust or the Trust Fund; and no person lending such money shall be obligated to see that the money lent is applied to Trust purposes or to inquire into the validity, expedience or propriety of any such borrowing.

6.1.5. To hold cash, uninvested, for such length of time as the Trustees may determine without liability for interest thereon.

6.1.6. To employ suitable agents, advisors and counsel as the Trustees may deem necessary and advisable for the efficient operation and administration of the Trust, to delegate duties and powers hereunder to such agents, advisors and counsel, and to charge the expense thereof to the Trust. The Trustees are entitled to rely upon and may act upon the opinion or advice of any attorney approved by the Trustees in the exercise of reasonable care. The Trustees shall not be responsible for any loss or damage resulting from any action or non-action made in good faith reliance upon such opinion or advice. All delegated authority shall be specifically defined in any by-laws adopted by the Trustees or the written minutes of the Trustees' meetings.

6.1.7. To hire employees or independent contractors as the Trustees may deem necessary or advisable to render the services required and permitted for the proper operation of the Trust, and to

charge the expense thereof to the Trust Fund.

6.1.8. To continue to have and to exercise, after the termination of the Trust and until final distribution, all of the title, powers, discretions, rights and duties conferred or imposed upon the Trustees hereunder, by any by-laws adopted by the Trustees or by law.

6.1.9. To construe and interpret this Trust Agreement and other documents related to the purposes of the Trust.

6.1.10. To maintain bank accounts for the administration of the Trust and the Trust Fund and to authorize certain Trustees or other appropriate persons to make payments from any appropriate account for purposes of the Trust.

6.1.11. To receive and review reports of the financial condition and of the receipts and disbursements of the Trust and the Trust Fund.

6.1.12. To adopt by-laws, rules, regulations, formulas, actuarial tables, forms, and procedures by resolution from time to time as they deem advisable and appropriate for the proper administration of the Trust, including participation criteria, provided the same are consistent with the terms of this Trust Agreement.

6.1.13. To purchase as a general administrative expense of the Trust so-called director's liability insurance and other insurance for the benefit of the Trust and/or the protection of the Trustees, Trust officers, employees, or agents against any losses by reason of errors or omissions or breach of fiduciary duty or negligence.

6.1.14. To enter into any and all contracts and agreements for carrying out the terms of this Trust Agreement and for the administration and operation of the Trust and to do all acts as they, in their discretion, may deem necessary or advisable. Except as otherwise directed by the Trustees, all such contracts and agreements, or other legal documents herein authorized, shall be executed by the Chairperson, or Secretary as may be voted by the Trustees.

6.1.15. To receive contributions or payments from any source whatsoever but such contributions or payments may not be utilized for any purpose unrelated to the provision of OPEB as herein provided or properly authorized expenses.

6.1.16. To pay taxes, assessments, and other expenses incurred in the collection, care, administration, and protection of the Trust.

6.1.17. To do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary or proper in connection with the administration of the Trust, although the power to do such acts is not specifically set forth herein.

6.1.18. To compromise, settle or arbitrate any claim, debt, or obligation of or against the Trust or Trust

Fund; to enforce or abstain from enforcing any right, claim, debt or obligation, and to abandon any shares of stock, bonds, or other securities, or interests determined by it to be worthless; to prosecute, compromise and defend lawsuits, but without the obligation to do so, all at the risk and expense of the Trust;

6.1.19. To hire one or more consultants, actuaries, accountants, attorneys or other professionals to assist with the administration of the Trust Fund and to pay such amounts that the Trustees deem to be reasonable, including, without limiting the generality of the foregoing, third party firms to provide legal, tax, accounting and audit services to the Trust.

6.1.20. To comply with all requirements imposed by applicable provisions of law.

ARTICLE 7

LIMITATION OF TRUSTEES' POWERS, DUTIES AND RESPONSIBILITIES

7.1 Nothing contained in the Trust Agreement, either expressly or by implication, shall be deemed to impose any powers, duties or responsibilities on the Trustees other than those set forth in this Trust Agreement.

7.2 The Trustees shall have such rights, powers and duties as are provided to a named fiduciary for the investment of assets under ERISA. The Trustees shall not be liable for the making, retention or sale of any investment or reinvestment made by the Trustees as herein provided or for any loss to or diminution of the Trust Fund or for anything done or admitted to be done by the Trustees with respect to the Trust Agreement or the Trust Fund except as and only to the extent that such action constitutes a violation of the law or gross negligence.

7.3 The Trustees, in their discretion, may purchase as an expense of the Trust Fund such liability insurance for themselves or any other fiduciary selected by the Trustees as may be reasonable. The Town, in its discretion, may also purchase liability insurance for the Trustees, and as the Town may select, for any person or persons who serve in a fiduciary capacity with respect to the Trust.

7.4 The Town shall not assume any obligation or responsibility to any person for any act or failure to act of the Trustees, any insurance company, or any beneficiary of the Trust Fund. The Trustees shall have no obligation or responsibility with respect to any action required by this Trust Agreement to be taken by the Town, any insurance company, or any other person, or for the result or the failure of any of the above to act or make any payment or contribution, or to otherwise provide any benefit contemplated by this Trust Agreement.

7.5 Neither the Trustees nor the Town shall be obliged to inquire into or be responsible for any action or failure to act on the part of the other. No insurance company shall be a party to this Trust Agreement, for any purpose, or be responsible for the validity of this Trust Agreement, it being intended that such insurance company shall be liable only for the obligations set forth in the policy or contract issued by it.

7.6. The Trustees shall invest and manage Trust assets as a prudent investor would, using the judgment and care under the circumstances then prevailing that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital, pursuant to G.L. c.203C.

ARTICLE 8 ACTIONS BY THE TRUSTEES

8.1. A majority of Trustees may exercise any or all of the powers of the Trustees hereunder and may execute on behalf of the Trustees any and all instruments with the same effect as though executed by all the Trustees.

8.2. The Trustees may, by instrument executed by all of the Trustees, delegate to any attorney, agent or employee such other powers and duties as they deem advisable, including the power to execute, acknowledged or deliver instruments as fully as the Trustees might themselves and to sign and endorse checks for the account of the Trustees of the Trust.

8.3. No Trustee shall be required to give bond.

ARTICLE 9 LIABILITY OF THE TRUSTEES

9.1. A Trustee shall not be liable for any mistake of judgment or other action made, taken or omitted by the Trustee in good faith, nor for any action taken or omitted by any other Trustee or any agent or employee selected with reasonable care, and the duties and obligations of the Trustees hereunder shall be expressly limited to those imposed upon them by this Trust Agreement.

9.2. No successor Trustee shall be held responsible for an act or failure of a predecessor Trustee.

9.3. Trustees are public employees for purposes of G.L. c.258, and shall be indemnified by the Town against any civil claim, action, award, compromise, settlement or judgment by reason of an intentional tort to the same extent and under the same condition as other public employees of the Town.

9.4. A Trustee shall not be indemnified for violation of the civil rights of any person if he acted in a grossly negligent, willful or malicious manner, or in connection with any matter where it is shown to be a breach of fiduciary duty, an act of willful dishonesty or an intentional violation of law by the Trustee.

ARTICLE 10 MEETINGS OF THE TRUSTEES

10.1. The Board of Trustees may meet at such times and at such places as the Trustees shall determine.

10.2 The Trustees shall comply with the Open Meeting Law, G.L. c.30A, §18-25 and its implementing regulations.

10.2. A quorum at any meeting shall be a majority of the Trustees then in office.

ARTICLE 11 TAXES, EXPENSES, AND COMPENSATION

11.1. It is intended that the Trust will be a Code Article 115 trust. As such, it is expected that there will be no income taxes owed by the Trust. To the extent that any taxes are imposed on the Trust, the Trustees shall use the assets of the Trust Fund to pay for any taxes owed.

11.2. All reasonable costs and expenses of managing and administering the Trust and the Trust Fund, including such compensation for the Trustees as may be approved by Town Meeting from time to time, and reimbursement for reasonable fees incurred through the use of third party vendors or agents, shall be paid from the Trust Fund unless the Town chooses to pay the expenses directly.

ARTICLE 12 ACCOUNTS

12.1. The Trustees shall keep complete and accurate accounts of all of the Trust's receipts, investments and disbursements under this Trust Agreement. Such records, as well as all other Trust records, shall be retained and made available for public inspection and or copying in accordance with the requirements of the Public Records Law, G.L. c.66, §10 and G.L. c.4, §7, clause 26th and their implementing regulations. The person or persons designated by the Town shall be entitled to inspect such records upon request at any reasonable time.

12.2. The books and records of the Trust shall be audited annually by an independent auditor in accordance with accepted accounting practices. The results of the audit shall be provided to the Town at the same time as it is presented to the Trustees.

12.3. The Trust Fund shall be subject to the Commonwealth of Massachusetts Public Employee Retirement Administration Commission's triennial audit.

ARTICLE 13 ANNUAL REPORTS

13.1. The Trustees shall furnish to the Town annually, or more frequently if the Town so requests, a statement of account showing the condition of the Trust Funds and all investments, sales, income, disbursements and expenses of the Trust and the Trust Fund.

ARTICLE 14

INVESTMENT OF TRUST FUNDS

14.1. The Trustees hereby authorize and direct the Town Treasurer to invest and reinvest the amounts in the Trust Fund not needed for current disbursement, consistent with the prudent investor rule, and as provided in the Investment Policy, if applicable.

14.2. In no event shall the funds be invested directly in mortgages or in collateral loans.

ARTICLE 15 CUSTODY OF THE TRUST FUNDS

15.1. The Trustees hereby appoint the Town Treasurer as custodian of the Trust Fund and authorize the Treasurer to employ an outside custodial service to maintain custody of the Trust Funds. All funds in the Trust Fund shall be accounted for separately from all other funds of the Town.

15.2. The Town Treasurer, with the authorization of the Trustees, shall establish one or more checking accounts, which may be interest bearing or non-interest bearing accounts. Such checking account or accounts shall be funded solely from the Trust Funds, and the Trustees may authorize the Town Treasurer to draw on such checking accounts for the payment of OPEB and for the administrative expenses of the Trust.

ARTICLE 16 TERMINATION OF TRUST

16.1. The Trust shall continue unless and until terminated pursuant to law or by an instrument in writing signed by at least three Trustees, provided, however, that continuance of the Trust shall not be deemed to be a contractual obligation of the Town.

16.2. Upon termination of the Trust, subject to the payment of or making provision for the payment of all obligations and liabilities of the Trust and the Trustees, the net assets of the Trust shall be transferred to the Town and held by the Town Treasurer to be used exclusively for providing OPEB to Retired Employees and their eligible dependents and for no other purpose.

16.3. The powers of the Trustees shall continue until the affairs of the Trust are concluded.

ARTICLE 17 AMENDMENTS

17.1. The Trust may only be amended as set forth herein. The Town may amend the Trust at any time as may be necessary to comply with the requirements for tax exemption under Section 115 of the

Code, to conform the Trust to the laws of the Commonwealth of Massachusetts and to meet the standards set forth in GASB 43 and GASB 45 to be treated as funded through a qualifying trust or equivalent arrangement.

17.2. This Trust Agreement may be amended, but not revoked, from time to time by the Town, subject to the following limitations:

17.2.1. The assets of the Trust may not be used for or diverted to any other purposes prior to satisfaction of the Town's OPEB obligations, and reasonable expenses of administering the Trust.

17.2.2. The duties and liabilities of the Trustees cannot be substantially changed without their written consent.

17.3 Any amendment to this Trust shall be executed in writing.

ARTICLE 18 MERGER

18.1. The Town may provide for the merger of the Trust with one or more other trusts established by the Town or other government entities for similar purposes as may be provided by law.

ARTICLE 19 SEVERABILITY OF INVALID PROVISIONS

19.1. If any provision of this Trust Agreement is determined invalid, illegal, or unenforceable for any reason, then the provision shall be severed from the remaining provisions of the Trust Agreement for any reason, and the remaining parts of the Agreement shall be construed to give the maximum practical effect to the purposes stated herein, as if the invalid, illegal, or unenforceable provision was never a part.

ARTICLE 20 MISCELLANEOUS

20.1. This Trust Agreement shall be interpreted, construed and enforced, and the Trust hereby created shall be administered in accordance with and governed by the laws of the United States and of the Commonwealth of Massachusetts.

20.2. The titles to Articles of this Trust Agreement are placed herein for convenience of reference only, and the Trust Agreement is not to be construed by reference thereto.

20.3. No person shall be obliged to see to the application of any money paid or property delivered to the Trustees, or as to whether or not the Trustees have acted pursuant to any authorization herein required, or as to the terms of this Trust Agreement. In general, each person dealing with the Trustees may act upon any advice, request or representation in writing by the Trustees, or by the Trustee's duly authorized agent, and shall not be liable to any person in so doing. The certification of the Trustees

that they are acting in accordance with this Trust Agreement shall be conclusive in favor of any person relying thereon.


20.4. This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one instrument, which may be sufficiently evidenced by any counterpart.

20.5. Until advised to the contrary, the Trustees may assume this Trust is entitled to exemption from taxation under Section 115 of the Internal Revenue Code of 1986 or under any comparable section or sections of future legislation that amend, supplement or supersede one or both of those sections of the Internal Revenue Code.

IN WITNESS WHEREOF, the parties hereto have caused this Trust Agreement to be executed in their respective names by their duly authorized officers as of the day and year first above written.

(Signature Page Follows)

Witnessed By:


Town Administrator



Clerk to the Board of Selectmen


Date: _____

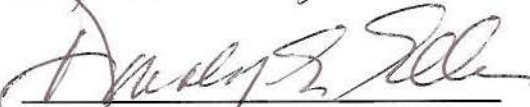
BOARD OF SELECTMEN:


Chairman of Board of Selectmen

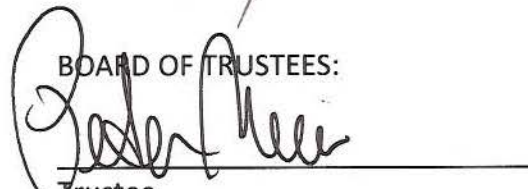

Selectmen

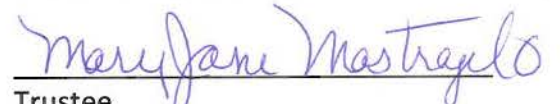

Selectmen


Selectmen


Selectmen

BOARD OF TRUSTEES:


Trustee
(current Chairman of Board of Selectman)


Trustee
(current Chairman of Finance Committee)


Trustee
(current Town of Treasurer)


Trustee
(current Finance Director)

Trustee
(Retiree)

Memo

To: Anthony E. Schiavi, Town Administrator
From: Robert S. Troy, Town Counsel *RST*
Date: June 16, 2021
Re: Bourne Historical Society, Inc. Lease

Please be advised that I have Approved as to Form the Lease between the Town of Bourne and the Bourne Historical Society, Inc., attached in duplicate herewith.

Thank you.

RST:geo
Enclosures

LEASE

THIS INDENTURE OF LEASE made this 1st day of July, 2021, by and between the TOWN OF BOURNE, a municipal corporation, acting by and through its Board of Selectmen, of 24 Perry Avenue, Buzzards Bay, MA 02532, hereinafter referred to as "LANDLORD", and the BOURNE HISTORICAL SOCIETY INC., a Massachusetts Non-Profit Corporation, of Bourne, Massachusetts, hereinafter referred to as "TENANT".

WITNESSETH:

ARTICLE I

Premises

1.1 LANDLORD hereby leases to TENANT, and TENANT hereby leases from LANDLORD, upon and subject to the terms and provisions of this Lease, the real estate formerly known and identified as the "Jonathan Bourne Public Library Building" at Keene Street, Bourne (Bourne Village), Massachusetts, sometimes herein referred to as the "demised premises", shown on Exhibit A hereto annexed and by reference made a part hereof.

Expressly reserving to LANDLORD the right to place in the demised premises utility lines, pipes, and the like and to repair and maintain such utility lines, pipes and the like in, over and upon the demised premises as may have been installed. Notwithstanding the foregoing, no utility lines, pipes or the like shall substantially interfere with TENANT'S use and occupancy of the demised premises.

ARTICLE II

Term of Lease

2.1 TO HAVE AND TO HOLD the demised premises unto TENANT for the term of five (5) years immediately following the commencement of the term hereof.

2.2 The term hereof shall commence July 1, 2021, and the term hereof shall end on the last day of the sixtieth (60th) month (exclusive of such partial month, if any) after such commencement.

2.3 TENANT shall be permitted to exercise extensions of the lease term as hereinafter

set forth. In order for the TENANT'S extension to become effective, such extension must be exercised in writing by the TENANT, and delivered to the LANDLORD as herein provided for notice, no later than three (3) calendar months prior to the expiration of the lease period then in effect. No extension option will be exercisable unless the TENANT is in full conformity with all the terms of this Lease at the time of the written notice of extension.

ARTICLE III

Rent

3.1 TENANT covenants and agrees to pay to LANDLORD at LANDLORD's mailing address hereinabove set forth, or at such other place as LANDLORD shall from time to time designate in writing, fixed rent in the amount of \$1.00 annually, the first such payment being due on the date of TENANT's occupancy of the Premises, and success annual payments shall be due and payable on the anniversary date of this Lease in each year during the term hereof.

ARTICLE IV

Utilities

4.1 TENANT shall pay per quarter the equivalent of 50% or ½ for all utilities furnished to the demised premises, including, but not limited to, gas, steam, water, electricity, sewer charges as described in Section 4.3, and shall pay for heating and air conditioning the demised premises at the prorate amount indicated above in this Section.

4.2 TENANT shall be solely responsible for supplying and maintaining appropriate fire extinguishers on the demised premises, in sufficient number and of type appropriate to the premises, all as may be prescribed by local fire department rules and regulations.

4.3 TENANT shall be solely responsible for maintaining the sewerage disposal system in good working order.

4.4 The Tenant shall be responsible for the care, maintenance and upkeep of grounds. When available, as determined by the DPW Superintendent and/or Town Administrator, the Town will strive to assist in grounds maintenance and issues relative to lighting, etc. The Town will replace all exterior lights.

ARTICLE V

Use of Demised Premises

5.1 It is understood, and the TENANT so agrees, that the demised premises, during the term hereof, shall be used and occupied by TENANT exclusively for the purpose of a center for Bourne historic artifacts and exhibits and other related activities customarily conducted by TENANT and for no other purpose or purposes, without the written consent of the LANDLORD.

5.2 TENANT further agrees to conform to the following provisions during the entire term of this Lease:

a. No auction, fire or bankruptcy sales may be conducted within the demised premises without the previous written consent of LANDLORD.

b. TENANT shall not place on the windows or exterior of the demised premises any signs other than signs which are permitted in accordance with the LANDLORD's written consent and in conformity with local by-laws and codes, nor any other symbol, advertisement, light or other object or thing visible to public view from the outside of the demised premises without the prior written consent of the LANDLORD.

c. TENANT shall not use any portion of the demised premises for storage or other services except in connection with its operations in the demised premises as herein specified.

ARTICLE VI

Assignment and Subletting

6.1 Notwithstanding any other provisions of this Lease, TENANT covenants and agrees that it will not assign or attempt to assign or sublet (which term, without limitation, shall include the granting of concessions, licenses, and the like) the whole or any part of the demised premises without in each instance having first received the express written consent of the LANDLORD, and, in any case where LANDLORD shall consent to such assignment or subletting, the TENANT agrees directly with LANDLORD to be bound by all the obligations of the TENANT hereunder, including without limitation the obligation to pay the rents and other amounts provided under this Lease; but such assignment shall not relieve the TENANT herein

named of any of its obligations hereunder, and TENANT agrees to remain fully liable therefor.

ARTICLE VII

Maintenance of Demised Premises, Etc.

7.1 Except as may be otherwise provided for in this Section, the TENANT agrees to keep the premises in good order, condition and repair. The LANDLORD shall be responsible for any major structural repairs to the premises, subject to appropriation being made therefor.

7.2 Except as specifically herein otherwise provided, TENANT agrees that, from and after the date that possession of the demised premises is delivered to TENANT, and until the end of the term hereof, it will keep neat and clean and maintain in good order, condition and repair the interior and exterior of the demised premises and any part and portion thereof, including its improvements, the building front and the exterior and interior portions of all doors, windows, plate glass, all plumbing facilities serving the demised premises, its fixtures and interior walls, floors, ceilings, signs, and all electrical systems, interior building appliances, heating and air conditioning equipment, and all similar equipment within and serving the demised premises exclusively. TENANT shall, at TENANT's sole expense, repaint, refurbish and remodel the interior of the demised premises and any part and portion thereof from time to time to assure that the same are kept in a tenantable and attractive condition throughout the term of this Lease. All of TENANT's obligations hereunder are subject to (i) reasonable wear and use, (ii) repairs necessitated by the negligence, default or willful act of LANDLORD, (iii) such damage to such portions of the demised premises originally constructed by LANDLORD as is caused by those hazards which are covered or are required to be covered by the policies of fire insurance with extended coverage endorsements carried by the LANDLORD as provided for herein, (iv) damage resulting from takings by public authority, or (v) damages due to causes beyond TENANT's reasonable control. Subject to the foregoing, TENANT further agrees that the demised premises shall be kept in a clean, sanitary and safe condition and that TENANT shall conduct its business in accordance with the laws of the Commonwealth of Massachusetts, local by-laws, and in accordance with all directions, rules and regulations of the Health Officer, Fire Marshall, Building Inspector, and other proper officers of the governmental agencies having

jurisdiction thereover.

TENANT shall not permit or commit any waste on the demised premises.

7.3 TENANT shall not make any alterations, improvements, and/or additions to the demised premises without first obtaining in each instance the written consent of the LANDLORD, which consent LANDLORD agrees will not unreasonably be withheld, except that TENANT may make non-structural alterations to the interior of the demised premises costing no more than FIVE HUNDRED AND NO/100 (\$500.00) DOLLARS, upon condition that such alterations shall be made in accordance with all applicable laws and codes and in a good and first-class workmanlike manner. Any and all alterations, additions, improvements and fixtures which may be made or installed by either LANDLORD or TENANT upon the demised premises and permanently are attached to the floors, walls or ceilings (including, without limitation, any linoleum, carpet, or other floor covering of similar character which may be cemented or otherwise adhesively affixed to the floor) shall remain upon the demised premises, and at the termination of this Lease shall be surrendered with the demised premises as a part thereof without disturbance, molestation or injury. However, the usual trade fixtures, TENANT's improvements and furniture which may be installed in the demised premises prior to or during the term hereof at the cost of the TENANT (except such as may replace any of the same originally installed at the cost of the LANDLORD) may be removed by TENANT from the demised premises at any time during the original or any extended term of this Lease or upon the termination of this Lease. TENANT covenants and agrees at its own cost and expense to repair any and all damage to the demised premises resulting from or caused by such removal.

ARTICLE VIII

Indemnity and Public Liability Insurance

8.1 TENANT agrees to indemnify and save harmless LANDLORD from and against all claims of whatever nature arising from any act, omission or negligence of the TENANT, or TENANT's contractors, licensees, agents, servants or employees, or arising from any accident, injury or damage whatsoever caused to any person or to property of any person, occurring during the terms hereof in the demised premises. This indemnity and hold harmless agreement shall

include indemnity against all costs, expenses and liabilities incurred, including attorneys' fees, incurred in or in connection with any such claims or proceeding brought thereon and the defense thereof.

8.2 TENANT agrees to maintain in full force during the term hereof a policy of public liability and property damage insurance under which LANDLORD (and such other persons as are in privity of estate with LANDLORD as may be set out in notice from time to time) and TENANT are named as Insureds, and under which the insurer agrees to indemnify and hold harmless LANDLORD and those in privity of estate with LANDLORD harmless from and against all costs, expense and/or liability arising out of or based upon any and all claims, accidents, injuries and damages mentioned in Section 8.1 of this Article. Each such policy shall be non-cancellable with respect to LANDLORD and LANDLORD's said designees without ten (10) days' written notice to LANDLORD, and a duplicate original or certificate thereof shall be delivered to LANDLORD. The minimum limits of liability of such insurance shall be ONE MILLION AND NO/100 (1,000,000.00) DOLLARS for injury or death to any one or more persons in a single occurrence, and ONE HUNDRED THOUSAND AND NO/1 00 (\$100,000.00) DOLLARS with respect to damage to property.

ARTICLE IX

Other Insurance

9.1 LANDLORD shall keep the demised premises insured against loss or damage by fire, with the usual extended coverage endorsement in amounts not less than eighty (80%) percent of the full insurable value thereof above foundation walls.

9.2 TENANT agrees that it shall keep its fixtures, merchandise, equipment and furniture insured against loss or damage by fire with the usual extended coverage endorsements. It is understood and agreed that TENANT assumes all risk of loss or damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise.

9.3 TENANT covenants and agrees that it will not do or permit anything to be done in or upon the demised premises or bring in anything or keep anything therein which shall increase the rate of insurance on the demised premises above the standard rate of said demised

premises. TENANT further agrees that in the event it shall cause said rate to increase as aforesaid, it will promptly pay to LANDLORD on demand any such increase, which sum shall be due and payable as additional rent hereunder.

ARTICLE X

LANDLORD's Access to Premises

10.1 LANDLORD shall have the right to enter upon the demised premises at all reasonable hours for the purpose of inspecting or of making repairs to the same, and exhibiting the same to prospective purchasers or mortgagees. If repairs are required to be made by TENANT pursuant to the terms hereof, LANDLORD may in writing demand that the TENANT make the same forthwith, and if TENANT refuses or neglects to commence such repairs and complete the same with reasonable dispatch after such written demand, LANDLORD may (but shall not be required to do so) make or cause such repairs to be made. All such repairs shall be made in such manner as not to unreasonably interfere with the business of the TENANT. If LANDLORD makes or causes such repairs to be made TENANT covenants that it will forthwith, on demand, pay to LANDLORD the cost thereof, and if it shall default in such payment LANDLORD shall have all of the remedies provided for in this Lease.

10.2 For a period commencing ninety (90) calendar days prior to the termination of this Lease, LANDLORD shall have reasonable access to the demised premises for the purpose of exhibiting the same to prospective tenants.

ARTICLE XI

Damage Clause

11.1 In case, during the term hereof, the demised premises shall be partially damaged (as distinguished from "substantially damaged", as that term is hereinafter defined) by fire or other unavoidable casualty, LANDLORD shall proceed to repair such damage and restore the demised premises or so much thereof as was originally constructed by LANDLORD to substantially their condition at the time of such damage, but LANDLORD shall not be responsible for any delay which may result from any cause beyond LANDLORD's reasonable control. Provided, however, if such damage is not substantially repaired within one hundred

twenty (120) calendar days from the date of its occurrence, TENANT may terminate this Lease by written notice to LANDLORD.

11.2 In case, during the term hereof, the demised premises shall be substantially damaged (as that term is hereinafter defined) or destroyed by fire or other casualty, the risk of which is covered or required to be covered under LANDLORD's insurance, this Lease shall, except as hereinafter provided, remain in full force and effect, and LANDLORD shall, proceeding with all reasonable dispatch, repair or rebuild the demised premises or so much thereof as was originally constructed by LANDLORD to substantially their condition at the time of such damage or destruction (subject, however, to zoning, building and health laws and codes then in existence), but LANDLORD shall not be responsible for any delay which may result from any cause beyond LANDLORD's reasonable control, provided, however, that if said damage is not substantially repaired within one hundred twenty (120) calendar days after the date of its occurrence, TENANT may terminate this Lease by written notice to LANDLORD. In case of substantial damage or destruction, as a result of a risk which is not covered or required to be covered by LANDLORD's insurance, LANDLORD shall likewise be obligated to rebuild the demised premises, all as aforesaid, unless within thirty (30) calendar days of such damage or destruction LANDLORD gives written notice to TENANT of LANDLORD's election to terminate this Lease.

11.3 However, if the demised premises shall be substantially damaged or destroyed by fire, windstorm or otherwise within the last six (6) months of any term of this Lease, LANDLORD shall have the right to terminate this Lease, provided that LANDLORD gives TENANT notice thereof not later than thirty (30) days after LANDLORD first receives written notice from TENANT of such damage or destruction. If LANDLORD exercises said right of termination, this Lease and the term hereof shall cease and come to an end as of the date of said damage or destruction. Aside from the right given to LANDLORD to terminate, TENANT may, in the event such destruction or substantial damage to the demised premises occurs within the last six (6) months of the original or any extended term of this Lease, terminate this Lease, provided it gives written notice to LANDLORD within ten (10) days after such damage or

destruction.

11.4 The terms "substantially damaged" and "substantial damage", as used in this Article, shall have reference to damage of such character as cannot reasonably be expected to be repaired or the demised premises restored within sixty (60) calendar days from the time that such repair or restoration work would be commenced.

ARTICLE XII

LANDLORD's Remedies

12.1 It is covenanted and agreed that if the TENANT shall neglect or fail to perform or observe any of the covenants, terms, provisions, or conditions contained in these presents and on its part to be performed or observed within thirty (30) calendar days after receipt from LANDLORD or LANDLORD's legal counsel of written notice of default hereunder, or such additional time as is reasonably required to correct any such default (except for payment of rent or other charges imposed hereunder, in which case said period of notice shall be ten [10] calendar days after receipt of written notice of default), or if TENANT shall file for bankruptcy or be declared insolvent according to the law, or if any assignment shall be made of the property of TENANT for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of TENANT's property by a court of competent jurisdiction, or if a written petition shall be filed for the reorganization of TENANT under any provision of the Bankruptcy Act now or hereafter enacted, and such proceeding is not dismissed within sixty [60] days after it is begun, or if TENANT shall file a petition for such reorganization or for arrangements under any provisions of the Bankruptcy Act now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for the payment of debts, then, and in any of the said cases (but only if such of the foregoing as may occur are not cured within sixty [60] days after receipt of a written notice from LANDLORD), notwithstanding any license or waiver of any former breach of covenant or waiver of the benefit thereof or consent in a former instance, LANDLORD may immediately or at any time thereafter and without demand or notice enter

into and upon the said demised premises or any part thereof in the name of the whole and repossess the same as of his former estate and expel TENANT and those claiming through or under it and remove its of their effects (forcibly, if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon entry, as aforesaid, this Lease shall terminate, and TENANT covenants and agrees, notwithstanding any entry or re-entry by the LANDLORD whether by summary proceedings, termination or otherwise, to pay and be liable for, on the days originally fixed herein for the payment thereof, amounts equal to the several installments of rent and other charges reserved as they would, under the terms of this Lease, become due if this Lease had not been terminated or if LANDLORD had not entered or reentered, as aforesaid, and whether the demised premises be relet by LANDLORD, TENANT shall be entitled to a credit in the net amount of rent received by LANDLORD in reletting after deduction of all expenses incurred in reletting the demised premises (including, without limitation, remodeling costs, brokerage fees, legal fees, and the like), and in collecting the rent in connection therewith. As an alternative, at the election of the LANDLORD, TENANT will upon such termination pay to LANDLORD, as damages, such a sum as at the time of such termination represents the amount of the excess, if any, of the then value of the total rent and other benefits which would have accrued to LANDLORD under this Lease for the remainder of the term; if the Lease terms had been fully complied with by the TENANT, over and above the then cash rental value (in advance) of the demised premises for the balance of the term. Notwithstanding any contrary provision of the foregoing, TENANT shall not be deemed in default hereunder if TENANT is engaged in proceedings under Chapters X or XI of the Federal Bankruptcy Act or the reasonable equivalent or any comparable private restructuring of the debt of TENANT, provided that TENANT is not otherwise in default hereunder.

12.2 In addition to the other remedies and damages as may be provided for herein, the TENANT further covenants and agrees in the event of its default hereunder to pay LANDLORD's reasonable attorneys' fees incurred in pursuing LANDLORD's remedies hereunder.

12.3 LANDLORD shall in no event be in default in the performance of any of its obligations hereunder unless and until LANDLORD shall have failed to perform such obligations within thirty (30) calendar days or such additional time as may otherwise be provided for herein or as is reasonably required to correct any such default after written notice to LANDLORD by TENANT properly specifying wherein the LANDLORD has failed to perform any such obligations. Notwithstanding the foregoing, LANDLORD shall act prior to the expiration of thirty (30) calendar days if necessary to protect TENANT's property or business activities on the demised premises.

ARTICLE XIII

Miscellaneous Provisions

13.1 Waiver. Failure on the part of one party to complain of any action or non-action on the part of the other, no matter how long the same may continue, shall never be deemed to be a waiver by such party of any of his or its rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by either party shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval by one party to any action or inaction by the other party requiring such party's consent or approval shall not be deemed to waive or render unnecessary such party's consent or approval to or of any subsequent similar action or inaction by the other party. Whenever the consent of LANDLORD or TENANT shall be required hereunder, the same shall not unreasonably be withheld or delayed. No payment by TENANT, or acceptance by LANDLORD, of a lesser amount than shall be due from TENANT to LANDLORD shall be treated otherwise than as a payment on account. The acceptance by the LANDLORD of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full rights or remedies which LANDLORD may have against TENANT. TENANT may make any payment "under protest" reserving any rights TENANT may have to contest the requirement or propriety of TENANT making the same.

13.2 Mechanics' Liens. TENANT agrees immediately to discharge (either by payment or by filing of the necessary bond, or otherwise) any mechanics' material-men's or other lien against the demised premises and/or the LANDLORD's interest therein, which liens may arise out of any payment due or purported to be due for any labor, services, materials, supplies or equipment alleged to have been furnished to or for TENANT in, upon or about the demised premises, and in no event shall permit the existence of such lien for a period in excess of twenty (20) days beyond the time said lien takes effect, unless this time limit is waived by the LANDLORD in writing.

13.3 Invalidity of Particular Provisions. If any term or provisions of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

13.4 Provisions Binding, Etc. Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the heirs, devisees, executors, administrators, conservators and guardians, successors and assigns, respectively, of the LANDLORD and TENANT. Each term and each provision of this Lease to be performed by TENANT shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of TENANT is not intended to constitute a consent to assignment by TENANT, but has reference only to those instances in which LANDLORD may later give written consent to a particular assignment as required by the terms of this Lease.

13.5 Governing Law. This Lease shall be governed exclusively by the provisions hereof and by the laws of the Commonwealth of Massachusetts as the same may from time to time exist.

13.6 Paragraph Headings. The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of

this Lease.

13.7 Special Provisions.

(See Addendum annexed hereto, and incorporated herein by reference)

13.8 Option of Extension. If TENANT shall have in all respects complied with all the terms and provisions of this Lease, and shall not be in default in the performance or observance of any of the terms and conditions of this Lease to be observed and performed by TENANT (which defaults have not been cured within any applicable grace period provided for in this Lease), the TENANT shall have the right to request an extension of the term of this Lease for one (1) year, commencing upon the expiration of the immediately preceding term.

WITNESS the execution of this Lease under seal, in any number of counterpart originals, each of which shall be deemed an original for all purposes, as of the day and year first above written.

TOWN OF BOURNE

By its Board of Selectmen

Peter J. Meier

Judith MacLeod Froman

George G. Slade, Jr.

Jared P. MacDonald

Mary Jane Mastrangelo

BOURNE HISTORICAL SOCIETY, INC.

President
Tenant

Treasurer
Tenant

APPROVED AS TO FORM:



Robert S. Troy, Esquire
Bourne Town Counsel

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss. 2021

Then personally appeared the above-named the TOWN OF BOURNE, a municipal corporation, by its Board of Selectmen, Peter J. Meier, Judith MacLeod Froman, George G. Slade, Jr., Jared P. MacDonald, Mary Jane Mastrangelo who acknowledged the foregoing instrument to be their free act and deed, before me

Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

Then personally appeared the above-named _____, President and
_____, Treasurer as aforesaid, and acknowledged the foregoing
instrument to be the free act and deed of the Bourne Historical Society, Inc., before me

Notary Public

My Commission Expires:

ADDENDUM TO LEASE

TENANT hereby agrees, as additional consideration for this Lease, to permit portions of the demised premises to be used and occupied by the Bourne Historic Commission and the Archives Committee, both municipal organizations of the Town of Bourne, and the Bourne Society for Historic Preservation, Inc., a Massachusetts Non-Profit corporation, with its principal place of business in Bourne, Mass.

TENANT covenants and agrees that it will at all times co-operate in and endeavor to effect a joint promotional program for the use of the demised premises for display of historic artifacts and archives of the Town of Bourne.

In order to assure the co-operative use of the demised premises between the TENANT, the Bourne Historic Commission, the Bourne Archives Committee, and the Bourne Society for Historic Preservation, Inc., the TENANT agrees that there shall be formed a governing Board of Trustees which shall consist of four (4) members from the TENANT, three (3) members from the Archives Committee, and two (2) members each from the Bourne Historic Commission, and the Bourne Society for Historic Preservation, Inc. Said Board of Trustees shall meet regularly to discuss and reach a consensus on such matters as hours of operation of the building, maintenance and improvements to the buildings and grounds, sharing of costs of operations, maintenance and upkeep, allocation and use of building space, and programs and exhibits.

June 4, 2021

Hi Chris,

Marsha and I would like make another \$2,000 donation to the town's Shellfish Propagation Program. We want to support this program because it is so beneficial to the town and ocean.

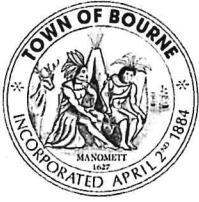
This program is so important for our local water and bays for not only making sure we do not run out of shellfish but to keep our water and bays clean. It amazes me that 1 adult oyster can filter up to 50 gallons of water a day and an adult quahog can filter 24 gallons in a day.

It is also important to the local people like our commercial fishermen who rely on the waterways and shellfish for their income. And for our local residents who buy licenses and then go out and have a great time catching their own food.

So many reasons to support such a great program. Keep up the good work.

Thank you,
Ron and Marsha Wagner

A handwritten signature in cursive script that reads "Ron Wagner". The signature is written in dark ink and is positioned below the typed name "Ron and Marsha Wagner".



TOWN OF BOURNE
Department of Natural Resources
24 Perry Avenue - Room 102
Buzzards Bay, MA 02532-3496
www.townofbourne.com



Shellfish Constable, Marinas, Herring Agent, Harbor Master, Fish & Game Enforcement, Conservation Enforcement & More

CHRISTOPHER SOUTHWOOD
DIRECTOR

OFFICE: (508) 759-0600
POLICE: (508) 759-4451
MARINAS: (508) 759-3105
FAX: (508) 759-8026

June 18, 2021

Dear Mr. & Mrs. Wagner,

Thank you again for your generous donation to the Shellfish Donation Fund! Your donation will be used to make a difference in our community and we are thrilled to have your support. We are extremely grateful for every donation that the Natural Resources Department receives, so thank you again for even considering to make this generous donation to the shellfish propagation program in the Town of Bourne. We will be able to use this donation to help purchase new shellfish seed (scallops, quahogs, oysters, softshell clams) for next season which allows us to further enhance our shellfish habitat throughout our local waterways for both recreational and commercial purposes. As you are aware these animals help clean our waterways and are vital to water quality.

With the difficult financial times that local families and commercial fishermen are facing, your donation to purchase additional shellfish seed hopefully can alleviate some of their stress and provide a locally harvested food source for all.

Sincerely,

Chris Southwood

Confikids

Building confidence through enrichment!

June 21, 2021

Katie Matthews
Program Coordinator
Bourne Recreation Department
239 Main St
Buzzards Bay, MA 02532


Katie,

We LOVE this event! It gets better each year (well, except for 2020 - that wasn't great).

We love working with you and Krissane to make smiles and help kids. Thank you for your professionalism and teamwork!

Please accept this donation to help kids in programs at Recreation and we look forward to working with you again!

Sincerely,



Rachel Calabrese
Executive Director/ Founder

Tax I.D. # 82-1040400
P.O. Box 71, Foxboro MA 02035
www.confikids.org

CONFIKIDS INC.
PO BOX # 71
FOXBORO, MA 02035-2752

5-7017/2110

961

DATE 6/21/21

PAY TO THE
ORDER OF

Bourne Recreation Dept \$ 500.00
Five Hundred

DOLLARS



Security Features
Included
Details on Back

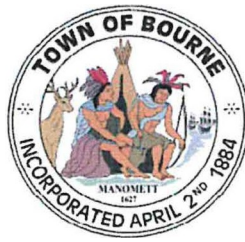
 Citizens™

MEMO

Fishing Derby - proceeds

Rachel Calabrese

MP



Selectmen's Correspondence

July 6, 2021

- A. Letter from Mass State Lottery Commission with notification that TJ's Grill & Bar, 4 Bourne Bridge Approach for a KENO License
- B. Letter from FEMA reminding that by July 6, 2021 to comply with Flood Plain Management Measures
- C. Letter of Resignation from John E. Redman as a Member of Capital Outlay Committee
- D. Minutes of the May 13, 2021 Upper Cape Cod Regional Technical School District Committee Meeting
- E. Letter from Cape Light Compact JPE regarding certain proposed Amendments
- F. Habitat for Humanity of Cape Cod's response to RFP at 26 Horne Avenue
- G. Resignation letter from Connie Spilhaus from Recreation Committee
- H. Notification from Division of Marine Fisheries Shellfish Area Closures
 - Southeast shoreline of Little Buttermilk Bay 05.01.21-07.31.21
 - Southeast shoreline of Little Buttermilk Bay
- I. Letter from Secretary of the Interior notifying the Town that payments were issued under the Payments in Lieu of Taxes (PILT) program

BOURNE BD OF SELECTMEN
RCUD 2021 JUN 11 PM2:20



Massachusetts State Lottery Commission

DEBORAH B. GOLDBERG
Treasurer and Receiver General

MICHAEL R. SWEENEY
Executive Director

June 8, 2021

Bourne Board of Selectmen
24 Perry Avenue
Bourne, MA 02532

Dear Sir/Madam:

In accordance with Massachusetts General Laws, chapter 10, section 27A, (as amended on 5/20/96), you are hereby notified that an application for a KENO license has been received by the Massachusetts State Lottery Commission, (MSLC) from:

TJ'S GRILL & BAR
4 BOURNE BRIDGE APPROACH
BOURNE, MA

If the city/town objects to the issuance of the KENO license, it must claim its right to a Hearing before the MSLC within twenty-one (21) days of receipt of this notice.

In accordance with section 27A(b), the objection of the city/town must be "as a result of an official action" taken by said city or town regarding the KENO applicant. In order to be fair and apply the same criteria to all cities, towns, and applicants, the MSLC defines an "official action" to be one in which the applicant appeared, or was given the opportunity to appear, before the licensing authority to discuss the issue at the local level in an open hearing or meeting prior to the Hearing at the MSLC.

Please address your written objection to, Gregory Polin, General Counsel, Legal Department, Massachusetts State Lottery Commission, 150 Mt. Vernon St., Dorchester, MA 02125

Very truly yours,

MSLC Licensing Department
USPS Certified Article Number: 7001 2510 0004 1227 5434
TJ'S GRILL & BAR

BOURNE BD OF SELECTMEN
RCUD 2021 JUN 11 AM10:03



Supporting the 351 Cities and Towns of Massachusetts

U.S. Department of Homeland Security
500 C Street, SW
Washington, DC 20472



FEMA

June 1, 2021

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

8
6-7-21

Judith MacLeod-Froman
Chairperson, Board of Selectmen
Town of Bourne
24 Perry Avenue
Buzzards Bay, Massachusetts 02532

Dear Ms. MacLeod-Froman:

I am writing this letter as an official reminder that the Town of Bourne, Massachusetts, has until July 6, 2021, to adopt and have the Department of Homeland Security's Federal Emergency Management Agency (FEMA) Regional Office approve floodplain management measures that satisfy 44 Code of Federal Regulations (CFR) Section 60.3(e) of the National Flood Insurance Program (NFIP) regulations.

The Town of Bourne must adopt floodplain management measures, such as a floodplain management ordinance, that meet or exceed the minimum NFIP requirements (copy enclosed) by July 6, 2021, to avoid suspension from the NFIP. If suspended, your community becomes ineligible for flood insurance through the NFIP, new insurance policies cannot be sold, and existing policies cannot be renewed.

Under the Flood Disaster Protection Act of 1973, as amended, flood insurance must be purchased by property owners seeking any Federal financial assistance for construction or acquisition of buildings in Special Flood Hazard Areas (SFHAs). This financial assistance includes certain federally guaranteed mortgages and direct loans, federal disaster relief loans and grants, as well as other similarly described assistance from FEMA and other agencies.

In addition, all loans individuals obtain from Federally regulated, supervised, or insured lending institutions that are secured by improved real estate located in SFHAs are also contingent upon the borrower obtaining flood insurance coverage on the building. However, purchasing and maintaining flood insurance coverage on a voluntary basis is frequently recommended for properties located outside SFHAs.

Your State NFIP Coordinator and FEMA would like to assist the Town of Bourne to ensure it remains in good standing with the NFIP and avoids suspension from the Program. If your community is suspended, it may regain its eligibility in the NFIP by enacting the floodplain management measures established in 44 CFR Section 60.3 of the NFIP regulations. As stated in my previous correspondence, I recommend you contact your State NFIP Coordinator or the FEMA Regional Office if the Town of Bourne is encountering difficulties in enacting its measures.

BOURNE BD OF SELECTMEN
RCUD 2021 JUN 4 AM 10:17

Judith MacLeod-Froman
June 1, 2021
Page 2

I recognize that your community may be in the final adoption process or may have recently adopted the appropriate floodplain management measures. Please submit these measures to the Floodplain Management Program at the Massachusetts Department of Conservation and Recreation. Joy Duperault, CFM, State NFIP Coordinator, is accessible by telephone at (617) 626-1406, in writing at 251 Causeway Street, Suite 800, Boston, Massachusetts 02114-2104, or by electronic mail at joy.duperault@state.ma.us.

The FEMA Regional staff in Boston, Massachusetts, is also available to assist you with your floodplain management measures. The Regional Office may be contacted by telephone at (617) 832-4712 or in writing. Please send your written inquiries to the Director, Mitigation Division, FEMA Region 1, at 99 High Street, Sixth Floor, Boston, Massachusetts 02110.

In the event your community does not adopt and/or submit the necessary floodplain management measures that meet or exceed the minimum NFIP requirements, I must take the necessary steps to suspend your community from the NFIP. This letter is FEMA's final notification before your community is suspended from the Program.

Additional information on community suspensions as proposed, other notices of current NFIP community status information, and details regarding updated publication requirements of community eligibility status information under the NFIP can be found on the Community Status Book section of our website at www.fema.gov/flood-insurance/work-with-nfip/community-status-book. Notices for scheduled suspension will be available on the National Flood Insurance Community Status and Public Notification section of our website at www.fema.gov/flood-insurance/work-with-nfip/community-status-book/public-notification. Individuals without internet access will be able to contact their local floodplain management official and/or NFIP State Coordinating Office directly for assistance.

Sincerely,



Rachel Sears, Director
Floodplain Management Division
Mitigation Directorate | FEMA

Enclosure

cc: Paul F. Ford, Regional Administrator, FEMA Region 1
Joy Duperault, CFM, State NFIP Coordinator, Massachusetts Department of Conservation and Recreation
Ken Murphy, Inspector of Buildings, Town of Bourne

20 Shawmut Road
P.O. Box 597
June 9, 2021

Honorable Board of Selectmen
Town of Bourne
24 Perry Avenue
Buzzards Bay, MA 02532

Dear Selectboard:

I wish to resign my position as a Member of the Capital Outlay Committee effective June 30, 2021.

It has been a pleasure serving on this committee and working with the fine people in our departments, boards and committees.

Very truly yours,

John E. Redman

RECEIVED

2021 JUN -9 PM 1:36

TOWN CLERK BOURNE

UPPER CAPE COD REGIONAL TECHNICAL SCHOOL DISTRICT COMMITTEE
MAY 13, 2021 MEETING HELD AT THE SCHOOL
220 SANDWICH ROAD, BOURNE, MA 02532

AS
6-15-21

PRESENT: Robert Fichtenmayer, Chair; Ellen Barber; Dominic Cammarano; Mary Crook; Michael Degan; Christine Marcolini; David P. Sampson; Maryann Smith; Roger Forget; James McCue; Sharon Brito, Recording Secretary.

ABSENT: Thomas Corriveau

The meeting was called to order at 6:15 p.m. followed by the Pledge of Allegiance to the Flag. Mr. Fichtenmayer announced that the meeting was being recorded via an audio device.

STUDENT ADVISORY REPRESENTATIVE: Junior Katie Clondas from Culinary Arts and sophomore Henry Knox from Engineering discussed recent student activities including the spring sports season which just got underway. They discussed the weekly Open Houses that have been scheduled for the month of May along with the graduation ceremony that will take place on June 6th and the upcoming Career Exploration and Freshman Transition summer camps.

STUDENT SPOTLIGHT / CURRICULUM UPDATE: Nina Barrette, a senior from Sandwich in Environmental Technology, presented an overview of her activities while a student at UCT. She discussed several of the educational projects she has been involved in including an internship with the Sandwich Department of Natural Resources where she learned to read trail maps and monitored oyster harvesting and sand erosion on the beach. She also discussed her cooperative work experience with EnviroTech where she performed water quality testing on samples from all over Cape Cod. *Mr. Cammarano entered the meeting at 6:22 p.m.* Next, Nina discussed her membership in Skills USA along with her membership on the Barnstable Youth Commission and some of the recent initiatives that the group, which meets twice per month, has undertaken including a job fair and a substance abuse prevention forum. Nina concluded her report by sharing her future plans with the committee which includes attending the University of Massachusetts at Amherst where she will study Environmental Science. The committee stated how impressed they were with Nina's presentation, with Mr. Sampson adding that it was the best student presentation he has ever seen.

PUBLIC PARTICIPATION: None.

BOURNE BD OF SELECTMEN
 ROUD 2021 JUN 14 PM3:01

APPROVAL OF MINUTES: A motion was made by Mr. Degan, seconded by Mr. Cammarano, for approval of the minutes of the April 8, 2021 regular meeting. Motion

passed unanimously. Mr. Degan made a motion, seconded by Ms. Marcolini, for approval of the April 8, 2021 public hearing. Motion passed unanimously.

COMMUNICATIONS: The Superintendent read a letter from Electrical teacher, Thomas Sherry, indicating his intention to retire at the conclusion of the current school year. He also read an e-mail recently received from the Massachusetts Department of Elementary and Secondary Education regarding the 2021 Special Education Determination under Part B of the Individuals with Disabilities Education Act (IDEA), stating that the district meets the requirements.

At this point in the meeting, Ms. Smith made a motion, seconded by Mr. Degan, to move to Agenda Item 12B - Approval of Changes to the 2021-2022 Student Handbook. Motion passed unanimously.

NEW BUSINESS:

Approval of Changes to the 2021-2022 Student Handbook – Joshua Greeley, Assistant Principal, presented the proposed changes to the 2021-2022 Student Handbook. He distributed the current handbook to the committee along with the proposed language changes as follows explaining the rationale for the changes:

1. Old (Pg 14) affixed in a proper location
New (Pg 14) change to affixed by student
2. Old (Pg 18) Pathways
New (Pg18) remove Pathways
3. New (Pg 21) add Notice of Non-Discrimination
4. Old (Pg 22-25) Harassment definition/policy
New (Pg 22-27) Adopted Harassment definition/policy
5. Old (Pg 27) Disciplinary Action Short of Suspension
New (Pg 30) add The following alternatives.....
6. New (Pg 31) add 53.10: In-School Suspension under M.G.L. c. 71, § 37H¾
7. New (Pg 32) Emergency Removal expanded
8. New (Pg 34) add Digital Misconduct under Prohibited acts
9. Old (Pg 36) IDEA 2004 Discipline Policy
New (Pg 39) IDEA 2004 Discipline Policy Changes
10. New (Pg 41) add Ice Hockey girls
11. Old (Pg 38) Athletic/Extracurricular Elig Req. Pathways (2.)
New (Pg 42) Remove Pathways requirements
12. Old (Pg 51) Telephone
New (Pg 54) Remove public phone
13. Old (Pg 60) Immunization
New (Pg 63) Remove Mantoux (TB test) no longer required
14. Old (Pg 66) Graduation Requirements, Math 3.5 credits
New (Pg 69) Graduation Requirements, Math 4 credits, remove such as.....

Mr. Cammarano made a motion, seconded by Ms. Smith, for approval of the 2021-2022 Student Handbook as presented. Motion passed unanimously.

REPORT OF COMMITTEES:

Budget – Mr. Degan, Chair of the Budget Sub-Committee, reported that the sub-committee met on May 4th and will have recommendations later in the meeting.

Policy – Ms. Crook, Chair of the Policy Sub-Committee, reported that there are three policies on the agenda for final adoption.

TREASURER'S REPORT: Mr. Degan distributed the Treasurer's Report for warrants #42, #44 and #46, highlighting the larger expenditures on the warrants including cafeteria food, student busing, health insurance, roof repairs, utilities, and the purchase of ovens for Culinary Arts. He also discussed revenue received from the wind turbine with ConEd and net metering credits from the solar canopies.

SUPERINTENDENT'S REPORT: Mr. Forget updated the committee on the budget approval process in the five district towns, informing them that he attended the town meeting in Marion on Monday night. The budget was approved, making Marion the fourth town to vote in support of the FY22 budget, so the district's budget for next year has now been approved. The only town yet to vote on the budget is Wareham and that town meeting is scheduled for Saturday, June 12th. He shared that he has been contacted by Barnstable County regarding the opportunity to hold a COVID-19 vaccination clinic on campus for the student body. Dates are now being explored to bring that clinic to fruition prior to the conclusion of the school year.

PRINCIPAL'S REPORT: Mr. McCue updated the committee on the students' success in recent competitions including the Future Farmers of America (FFA) competition and the SkillsUSA state competition. Horticulture students placed first in Nursery Landscape, as they have eight of the last nine years. This qualifies them for the national competition which will most likely be held virtually. Also at the FFA competition, Veterinary Science students earned a second place medal, which is a huge accomplishment given the fact that they are only sophomores and the program is only in its second year. The SkillsUSA state competition also took place last month resulting in three gold, three silver and one bronze medal. MCAS testing took place last week in the areas of Mathematics and English Language Arts. Ninth-graders will take the Biology MCAS next week. With regard to admissions for the fall, 192 students have been accepted thus far with an additional 80 to 90 students currently on hold and more students yet to be interviewed. Applications may still be forthcoming as there are still two Open Houses scheduled to take place this month. The Principal informed the committee that all students will be back in the building for in-person learning starting May 17th. Finally, graduation will take place on Sunday, June 6th.

NEW BUSINESS:

Policy – Final Adoption – Ms. Crook made a motion, seconded by Ms. Smith, to adopt the following policies as presented:

1. Policy ECAF – Security Cameras in School
2. Policy EBC-E – Medical Emergency Response Plan
3. Policy JICFA – Prohibition of Hazing

Motion passed unanimously.

2021-2022 Bread Bid Award – Mr. Forget informed the committee that only one bid was received to furnish bread to the district for the 2021-2022 school year. The company that placed the bid has been the bread provider for the district for the past several years. Mr. Degan made a motion, seconded by Ms. Smith, to award the bid for supplying bread to the district for the 2021-2022 school year to the sole bidder, Bimbo Foods, Inc. Motion passed unanimously.

2021-2022 Milk Bid Award – Mr. Forget informed the committee that only one bid was received to furnish milk to the district for the 2021-2022 school year. The company that placed the bid has been the milk provider for the district for the past several years. Mr. Degan made a motion, seconded by Ms. Smith, to award the bid for supplying bread to the district for the 2021-2022 school year to the sole bidder, Garelick Farms, LLC. Motion passed unanimously.

Transfer of Surplus Funds – Mr. Degan made a motion, seconded by Ms. Marcolini, to follow the recommendation of the Budget Sub-Committee and transfer \$250,000.00 of surplus funds to General Supplies as follows:

Transfer from:

50-2305-0100-01	Teacher Salaries	\$100,000.00
50-2310-0100-00	SPED Teachers	\$ 25,000.00
50-3200-0100-02	School Nurse	\$ 10,000.00
50-3510-0300-00	Coaching	\$ 30,000.00
50-3510-0400-00	Athletic Officials	\$ 20,000.00
50-4130-0500-00	Utility Services	\$ 30,000.00
50-4300-0600-00	Extraordinary Main	\$ 35,000.00
	Total	\$250,000.00

Transfer to:

50-2430-0500-00	General Supplies	\$250,000.00
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Motion passed unanimously.

Aruba Aerohive Wi-Fi System – The Superintendent distributed two additional quotes for the Aruba Aerohive wi-fi system, explaining that the recommended purchase of the system is part of a larger plan to upgrade all of the infrastructure in the school. He went on to state that the current system is over twelve years old and is not performing at an optimum speed with the new technology in the building. The proposed system will also include additional access points throughout the campus. Mr. Degan made a motion, seconded by Ms. Smith, to follow the recommendation of the Budget Sub-Committee and the Technology Team and approve the purchase of the Aruba Aerohive wi-fi system from Integration Partners in the amount of \$48,975.20. Motion passed unanimously.

Roof Feasibility Study – Mr. Forget informed the committee that the proposal to prepare a feasibility study for roof replacement was provided by Gales Associates, Inc. Gales Associates, Inc. served as the owner's representative for the school's window replacement project and they did a superb job in holding the contractor accountable throughout the duration of the project. The proposal includes three phases or tasks that may be added together for a grand total of \$48,400.00. One of the tasks is photovoltaic feasibility services, which the Superintendent feels can be excluded from the feasibility study. He stated that if the district opts to include a solar element to the roof, the solar company can do that piece. The district has been planning for the roof replacement project and there is currently \$700,00.00 that has been allocated for this purpose. Ms. Smith made a motion, seconded by Mr. Degan, to proceed with Tasks 1 and 3 of the roof feasibility study submitted by Gales Associates, Inc. for a total of \$35,900.00 to be paid out of the Stabilization Fund. Mr. Sampson asked if Gales Associates, Inc. suggested looking at a sloped roof to which Mr. Forget responded that they had. Ms. Crook commended Mr. Forget and the School Committee for doing their homework before proceeding with a major project such as the roof replacement. Motion passed unanimously.

Boiler System Replacement – Mr. Forget explained that the current boiler system was purchased in 2002, with two of the six boilers currently completely failing. He would like to replace the system over the summer before it fails completely during the school year. The Superintendent recommended that all six of the current Aerco boilers be removed and replaced with three Riello Array 4000 high-efficiency condensing boilers. Ms. Marcolini asked what the life expectancy is of the new system, to which Mr. Forget replied 10 to 20 years. Mr. Degan made a motion, seconded by Ms. Smith, to follow the recommendation of the Superintendent and proceed with the removal of all six of the Aerco boilers to be replaced with three Riello Array 4000 high-efficiency condensing boilers at a cost of \$378,216.00 to be funded by Account #50-5100-0600-01 (Health & Life Insurance). Motion passed unanimously. Ms. Barber commented that she is happy to see the district being proactive vs. reactive in regards to building maintenance issues such as this.

Proposed DESE Regulations re: Admissions – Mr. Forget discussed the proposed changes to vocational schools' admissions process that are being put forth by the Massachusetts Department of Education. The proposed changes are open for comment and will be voted on at the Board of Education meeting in June. He explained that the proposed changes would eliminate the four criteria currently used to base applicant

admissions on; discipline, grades, attendance, and counselor recommendation. A concern is that the elimination of these criteria could open the door for DESE to implement a lottery system for admission. A positive change to the proposed regulations would require sending districts to provide middle schools students with information about vocational programs and careers on-site at their middle schools, as well as through mail and email. The Superintendent stated that the committee could vote whether or not to support these changes and send a letter to the Massachusetts Association of School Committees if they felt strongly about it or could just retain it for information at this time. Mr. Sampson asked Mr. Forget if the district could "live with it" if these proposed regulations came into effect to which Mr. Forget replied that they could. The committee then agreed not to take any action on the proposed regulations.

Mr. Corriveau made a motion to enter into Executive Session at 7:39 p.m. to discuss Unit A/Unit B bargaining negotiations and to return to Open Session for the purpose of adjournment. Roll call vote – Motion passed unanimously.

Open Session resumed at 7:48 p.m.

Mr. Degan made a motion, seconded by Mr. Cammarano, to adjourn the regular meeting at 7:48 P.M. Motion passed unanimously.

A True Copy Attest

Date: 6-11-2021
(Seal)


Sharon R. Brito, Secretary

Documents reviewed / referred to:

- 05/13/2021 School Committee Packet
- Student Spotlight PowerPoint Presentation
- Notice of Retirement from T. Sherry Dated 05/12/2021
- E-mail from DESE Dated 05/10/2021 Indicating Compliance with IDEA
- Proposed Changes to the 2021-2022 Student Handbook
- 05/13/2021 Treasurer's Report
- Two (2) Additional Quotes for Aruba Wi-Fi System



Cape Light Compact JPE

261 Whites Path, Unit 4, South Yarmouth, MA 02664

Energy Efficiency 1.800.797.6699 | Power Supply 1.800.381.9192

Fax: 774.330.3018 | capelightcompact.org

June 17, 2021

BY: Federal Express and Electronic Mail

Board of Selectmen
Town of Bourne
24 Perry Avenue
Bourne, MA 02532

15-18-21
6-18-21

BOURNE BD OF SELECTMEN
ROUD 2021 JUN 18 AM 11:24

Re: Cape Light Compact JPE

Dear Selectmen:

The purpose of this letter is to inform the Town that the Governing Board of the Cape Light Compact JPE (the "Compact") intends to vote on certain proposed amendments to Compact's First Amended and Restated Joint Powers Agreement dated as of December 13, 2017 (the "JPA"). The vote to adopt the proposed amendments will take place at the July 21, 2021 Governing Board meeting, or at a later date if the Governing Board decides that a later date is more desirable or appropriate.

While the power to amend the JPA generally lies with the Governing Board, the Members are required to be given advance notice under Article XV of the JPA which provides for at least thirty (30) days advance written notice prior to taking a Governing Board vote to adopt such amendment(s).

The Governing Board is proposing to amend Article V(D), Manner of Acting and Quorum of the JPA. The specific text of the proposed amendments is set forth below. The proposed amendments are a response to the June 15, 2021 expiration of Governor Baker's pandemic Executive Order Suspending Certain Provisions of the Open Meeting Law (the "Order"). As you know, the Order expressly permitted members of a public body to participate in a meeting remotely. While the Order was in effect, all members of the Compact's Governing Board have been able to participate in meetings remotely and the Compact has been able to consistently achieve a quorum with nearly 80% of member towns participating remotely on average. Prior to issuance of the Order, obtaining a physical quorum was challenging, as the Compact has a large board consisting of one board member representing each of its twenty-one towns, and one representing Dukes County. The distance required to travel in order to attend board meetings in person is significant, especially for the seven Martha's Vineyard representatives who, even in good weather, need to devote an entire day to attend a two and a half hour meeting because of the required car and ferry travel. Winter storms often make in-person attendance impossible.

Working Together Toward A Smarter Energy Future

Aquinnah | Barnstable | Bourne | Brewster | Chatham | Chilmark | Dennis | Dukes County | Eastham | Edgartown | Falmouth
Harwich | Mashpee | Oak Bluffs | Orleans | Provincetown | Sandwich | Tisbury | Truro | Wellfleet | West Tisbury | Yarmouth

During the months prior to the end of the emergency Order, the Board discussed options to continue its very successful remote participation practice. Recognizing that effectuating changes to the Open Meeting Law was out of its immediate control, the Board looked at its governing document, the JPA, for possible options to continue to allow Board members to participate remotely. Compact legal counsel, BCK Law, presented the Board with the option of changing the current quorum requirements of the Governing Board, Article V(D) of the JPA (see attached June 4, 2021 memorandum from legal counsel). Counsel proposed that a simple majority of the Executive Committee must be physically present to attain a quorum to satisfy the OML requirements. However, in order for a meeting of the Governing Board to convene and take action, additional Governing Board members equal to or greater than a simple majority of the Municipal Members of the Governing Board must be physically present or participating remotely. As set forth in the memorandum, Compact counsel is of the opinion that amending the JPA as set forth below will actually have the effect of increasing Governing Board member participation and thus eliminate (or at least significantly reduce) the need for the Executive Committee to meet in place of the full board, and thus, the amendments, when implemented, should expand Municipal Members' rights as their appointed Directors on the Governing Board should be able to participate in and vote virtually at all Governing Board meetings. Yesterday, the Governor signed legislation which extends the ability of members of public bodies to continue to participate remotely in public meetings through April 1, 2022. However, the Governing Board still intends to take a vote on the proposed amendments at its July board meeting.

The specific language of the proposed amendments to Article V(D) are as follows (**red text** is proposed new language, ~~strikeout text~~ is for suggested deletions, **blue text** has been moved:

A simple majority of the members of the Executive Committee (including the Chair or, in the Chair's absence, the person authorized to chair the meeting) must be physically present to attain a quorum. In order for a meeting of the Governing Board to convene and take action, additional members of the Governing Board equal to or greater than a majority of the Municipal Members of the Governing Board must be physically present or participating remotely (the "Additional Participating Governing Board Members"). By way of example, if the Governing Board has a total of twenty-one Municipal Members, and five members of the Executive Committee (including the Chair or, in the Chair's absence, the person authorized to chair the meeting) are physically present, an additional six Governing Board members must participate in person or remotely in order for a meeting to convene. If there are not enough Additional Participating Governing Board Members to attain a majority of the Governing Board, the provisions of Article V(C) (Executive Committee) shall apply to convening and taking action at a meeting to the meeting.

The Governing Board shall act by vote of a majority of the Directors of the Municipal Members present and voting at the time of the vote. Directors may participate in meetings remotely in accordance with applicable laws regarding remote participation, including the regulations of the Office of the Attorney General governing remote participation, 940 C.M.R. 29.10. [moved up and edited slightly] Unless altered by the Governing Board in accordance with this Agreement, each Municipal Member shall be entitled to select one (1) Director whose vote shall be

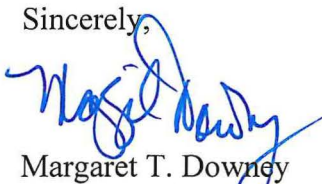
equal in weight to the Director of any other Municipal Member, except as expressly set forth in the succeeding paragraphs. ~~Directors may participate in meetings remotely in accordance with the regulations of the Office of the Attorney General governing remote participation, 940 C.M.R. 29.10. [moved up] In accordance with 940 C.M.R. 29.10 and the Open Meeting Law, G.L. c. 30A, §§18-25, a simple majority of the Directors of the Municipal Members must be physically present to attain a quorum.~~ County Representatives shall not count towards a quorum as they have limited participation rights. Directors abstaining from voting shall be counted for meeting quorum purposes, but their votes shall not count with respect to the matters they abstain from voting on. By way of example, if ten (10) Directors from the Municipal Members are present and four (4) abstain from voting, and the remaining Directors split their votes four (4) in favor, two (2) against, the motion would pass.

*While a quorum is present **plus the Additional Participating Governing Board Members**, unless another provision is made by law, this Agreement or by the Cape Light Compact JPE's own rules, all business shall be determined by a majority vote of the Directors of the Municipal Members then present and voting. **Directors participating remotely are to be considered present and may vote.** Notwithstanding the foregoing, any vote involving a matter concerning issues which would or could bear in a direct and material fashion on the financial interests of the Municipal Members shall be taken by a weighted vote in which the vote of each Director shall be weighted in the same proportion as the population of the Municipal Member such Director represents bears to the whole population of the Municipal Members of the Cape Light Compact JPE, such population as determined, in the case of Barnstable County, by the most recent federal census, or decennial census, and, in the case of Dukes County, by the most recent data available from the Martha's Vineyard Commission. In case of a dispute as to whether a vote shall be taken on a weighted basis as set forth in this paragraph or on a one (1) town, one (1) vote basis as set forth in the preceding paragraph of this subsection, the determination shall be made by weighted vote as set forth herein. Exhibit B sets forth the population for each Municipal Member, and provides an example of a vote taken in accordance with weighted voting procedures.*

Members having any comments on the proposed amendments are being asked to provide them to their Director in advance of the July meeting. Compact counsel is also available to answer questions from your town counsel.

Please let me know if you have any questions.

Sincerely,



Margaret T. Downey
Cape Light Compact JPE Administrator

Enclosure

Cc: Bob Schofield, CLCJPE Director, via email
Girard Griffin, CLCJPE Alternate Director, via email



ATTORNEYS AT LAW

The firm has attorneys admitted
to practice in Massachusetts, Idaho,
Vermont, District of Columbia and
New Hampshire (Inactive)

TELEPHONE: 617.244.9500
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WEBSITE: www.bck.com

MEMORANDUM

TO: Cape Light Compact JPE Governing Board and Administrator
FROM: BCK Law, P.C./EMO
DATE: June 4, 2021
RE: Quorum Issues/Amending the JPA

I. BACKGROUND

The purpose of this memorandum is to provide the Governing Board of the Cape Light Compact JPE (the "Compact") with background information regarding the quorum requirements under the Open Meeting Law ("OML") and the Compact's First Amended and Restated Joint Powers Agreement dated December 13, 2017 (the "JPA"), and make recommendations regarding amending the JPA quorum provisions.

II. DISCUSSION

A. Applicable OML Provisions and New OML Bills

Under the OML, a quorum is defined as "a simple majority of the members of the public body, unless otherwise provided in a general or special law, executive order or other authorizing provision." G.L. c. 30A, § 18. The remote participation regulations promulgated under the OML separately require a quorum be physically present. 940 CMR 29.10(4)(b) provides as follows: "[a] quorum of the body, including the chair or, in the chair's absence, the person authorized to chair the meeting, shall be *physically present* at the meeting location, as required by M.G.L. c. 30A, § 20(d.)" (emphasis added.)

On March 12, 2020, in response to the pandemic, Governor Baker issued an Executive Order Suspending Certain Provisions of the Open Meeting Law (the "Order"). Among other things, the Order expressly permits all members of a public body to participate in a meeting remotely, and it suspended the Open Meeting Law's requirement that a quorum of the body as well as the body's chair be physically present at the meeting. The Governor is ending the pandemic emergency orders on June 15, 2021, though there are efforts to extend the OML Order

through September 1, 2021. New bills have also been introduced to permanently permit remote participation for all members of public bodies under the OML (H.B. 3213 and S.B. 2104), and hearings on these bills were held on June 1, 2021.

B. JPA Provisions Regarding Quorum

As noted above, under the OML, a quorum is defined as “a simple majority of the members of the public body, ***unless otherwise provided in a general or special law, executive order or other authorizing provision.***” G.L. c. 30A, Section 18 (emphasis added). On the mass.gov website, there is a page for FAQs about the OML and it states “[t]he Open Meeting Law does not define what constitutes an ‘authorizing provision,’ but where a general or special law sets a body’s or type of body’s number of members or quorum requirement, no other provision can set a different number or requirement.” See <https://www.mass.gov/service-details/frequently-asked-questions-about-the-open-meeting-law-public-bodies-quorum-and>). In BCK’s view, the “authorizing provision” could be the Joint Powers Statute, or the JPA, or both. In 2017, the OAG agreed that the JPA could establish OML quorum requirements in communications with BCK.

In order for the Compact to address the difficulty in obtaining a physical quorum, it will need to lower the quorum to a number which is less than a majority of the Governing Board members. The current quorum requirement is as follows:

Art. V(D) Manner of Acting and Quorum.

The Governing Board shall act by vote of a majority of the Directors of the Municipal Members present and voting at the time of the vote. (emphasis added). Unless altered by the Governing Board in accordance with this Agreement, each Municipal Member shall be entitled to select one (1) Director whose vote shall be equal in weight to the Director of any other Municipal Member, except as expressly set forth in the succeeding paragraphs. Directors may participate in meetings remotely in accordance with the regulations of the Office of the Attorney General governing remote participation, 940 C.M.R. 29.10. ***In accordance with 940 C.M.R. 29.10 and the Open Meeting Law, G.L. c. 30A, §§18-25, a simple majority of the Directors of the Municipal Members must be physically present to attain a quorum. (emphasis added).*** County Representatives shall not count towards a quorum as they have limited participation rights. Directors abstaining from voting shall be counted for meeting quorum purposes, but their votes shall not count with respect to the matters they abstain from voting on. By way of example, if ten (10) Directors from the Municipal Members are present and four (4) abstain from voting, and the remaining Directors split their votes four (4) in favor, two (2) against, the motion would pass.

While a quorum is present, unless another provision is made by law, this Agreement or by the Cape Light Compact JPE’s own rules, all business shall be determined by a majority vote of the Directors of the Municipal Members then present and voting. Notwithstanding the foregoing, any vote involving a matter concerning issues which would or could bear in a direct and material fashion on the financial interests of the Municipal Members shall be taken by a weighted vote in which the vote of each

Director shall be weighted in the same proportion as the population of the Municipal Member such Director represents bears to the whole population of the Municipal Members of the Cape Light Compact JPE, such population as determined, in the case of Barnstable County, by the most recent federal census, or decennial census, and, in the case of Dukes County, by the most recent data available from the Martha's Vineyard Commission. In case of a dispute as to whether a vote shall be taken on a weighted basis as set forth in this paragraph or on a one (1) town, one (1) vote basis as set forth in the preceding paragraph of this subsection, the determination shall be made by weighted vote as set forth herein. Exhibit B sets forth the population for each Municipal Member, and provides an example of a vote taken in accordance with weighted voting procedures.

C. Role of Executive Committee

The Executive Committee has acted in lieu of the full Governing Board many times when the Governing Board failed to meet quorum requirements. This happened twice in 2019 (April and June meetings).

Art. V(C) Executive Committee.

*At such time as there are more than five (5) Municipal Members, there shall be an Executive Committee composed of no less than five (5) Directors elected by the Governing Board from among the Directors appointed by the Municipal Members. The Executive Committee shall be selected by majority vote of all of the Directors of the Municipal Members. **In addition to the delegation of powers set forth in Article V(A) (Powers of Governing Board), the powers of the Governing Board shall be delegated to the Executive Committee in the following circumstances: (i) when a quorum of the full Governing Board is not present for a regularly scheduled meeting; and (ii) exigent circumstances require Governing Board action, and there is insufficient time to convene a regular meeting of the Governing Board.*** (emphasis added.)

The Executive Committee shall conduct its business so far as possible in the same manner as is provided by this Agreement by the Governing Board. A majority of the Executive Committee shall constitute a quorum. The Executive Committee shall keep records of its meetings in form and substance as may be directed by the Governing Board and in accordance with the Open Meeting Law, G.L. c. 30A, §§18-25, and other applicable law.

Any Director who is not a member of the Executive Committee may attend and participate in Executive Committee meetings, but may not vote. Attendance may be in-person or by telephone.

From time to time upon request and at each meeting of the Governing Board, the Executive Committee shall make a full report of its actions and activities since the last meeting of the Governing Board.

If two (2) members of the Executive Committee object to the affirmative action taken by the Executive Committee, they may appeal such decision within forty-eight (48) hours of such action or vote by requesting a special meeting of the Governing Board in accordance with Article VI(C) (Special Meetings) which must occur as soon as possible

but no later fourteen (14) days after the Executive Committee action if the original Executive Committee action was necessitated by exigent circumstances. At such special meeting, the Governing Board may overturn the action or vote of the Executive Committee by a two-thirds vote of the Directors. A vote by the Executive Committee to take no action cannot be appealed.

D. Proposed Amendments to JPA

BCK proposes to amend the quorum provisions in the JPA to address the difficulties that the Compact has had in achieving a quorum of the full Governing Board. BCK recommends that a simple majority of the members of the Executive Committee (including the Chair or, in the Chair's absence, the person authorized to chair the meeting) must be physically present to attain a quorum to satisfy OML requirements. However, in order for a meeting of the Governing Board to convene and take any action, additional Governing Board members equal to or greater than a simple majority of the Municipal Members of the Governing Board must be physically present or participating remotely.

The specific language of the proposed amendments to Art. V(D) Manner of Acting and Quorum are as follows (red text is proposed new language, ~~strikeout text~~ is for suggested deletions, blue text has been moved):

A simple majority of the members of the Executive Committee (including the Chair or, in the Chair's absence, the person authorized to chair the meeting) must be physically present to attain a quorum. In order for a meeting of the Governing Board to convene and take action, additional members of the Governing Board equal to or greater than a majority of the Municipal Members of the Governing Board must be physically present or participating remotely (the "Additional Participating Governing Board Members"). By way of example, if the Governing Board has a total of twenty-one Municipal Members, and five members of the Executive Committee (including the Chair or, in the Chair's absence, the person authorized to chair the meeting) are physically present, an additional six Governing Board members must participate in person or remotely in order for a meeting to convene. If there are not enough Additional Participating Governing Board Members to attain a majority of the Governing Board, the provisions of Article V(C) (Executive Committee) shall apply to convening and taking action at a meeting to the meeting.

The Governing Board shall act by vote of a majority of the Directors of the Municipal Members present and voting at the time of the vote. *Directors may participate in meetings remotely in accordance with applicable laws regarding remote participation, including the regulations of the Office of the Attorney General governing remote participation, 940 C.M.R. 29.10. [moved up and edited slightly] Unless altered by the Governing Board in accordance with this Agreement, each Municipal Member shall be entitled to select one (1) Director whose vote shall be equal ~~in weight~~ to the Director of any other Municipal Member, except as expressly set forth in the succeeding paragraphs. ~~Directors may participate in meetings remotely in accordance with the regulations of the Office of the Attorney General governing remote participation, 940 C.M.R. 29.10. [moved up]~~ ***In accordance with 940 C.M.R. 29.10 and the Open Meeting****

~~Law, G.L. c. 30A, §§18-25, a simple majority of the Directors of the Municipal Members must be physically present to attain a quorum.~~ County Representatives shall not count towards a quorum as they have limited participation rights. Directors abstaining from voting shall be counted for meeting quorum purposes, but their votes shall not count with respect to the matters they abstain from voting on. By way of example, if ten (10) Directors from the Municipal Members are present and four (4) abstain from voting, and the remaining Directors split their votes four (4) in favor, two (2) against, the motion would pass.

While a quorum is present plus the Additional Participating Governing Board Members, unless another provision is made by law, this Agreement or by the Cape Light Compact JPE's own rules, all business shall be determined by a majority vote of the Directors of the Municipal Members then present and voting. Directors participating remotely are to be considered present and may vote. Notwithstanding the foregoing, any vote involving a matter concerning issues which would or could bear in a direct and material fashion on the financial interests of the Municipal Members shall be taken by a weighted vote in which the vote of each Director shall be weighted in the same proportion as the population of the Municipal Member such Director represents bears to the whole population of the Municipal Members of the Cape Light Compact JPE, such population as determined, in the case of Barnstable County, by the most recent federal census, or decennial census, and, in the case of Dukes County, by the most recent data available from the Martha's Vineyard Commission. In case of a dispute as to whether a vote shall be taken on a weighted basis as set forth in this paragraph or on a one (1) town, one (1) vote basis as set forth in the preceding paragraph of this subsection, the determination shall be made by weighted vote as set forth herein. Exhibit B sets forth the population for each Municipal Member, and provides an example of a vote taken in accordance with weighted voting procedures.

BCK believes that amending the JPA as set forth above will actually have the effect of increasing Governing Board member participation and thus eliminate (or at least significantly reduce) the need for the Executive Committee to meet in lieu of the full board. **Thus, the amendments when implemented should expand Municipal Members' rights as their appointed Directors on the Governing Board should be able to participate in and vote virtually at all Governing Board meetings.** Given current participation rates in the pandemic, Governing Board attendance should significantly improve from historic pre-pandemic rates if the proposed amendments are implemented. Of the 12 meetings held from April of 2020 through April of 2021, 9 meetings had 15 or more Governing Board members in. This is especially true for the Directors representing the towns on Martha's Vineyard. Should this trend continue, it may no longer be necessary to notice every meeting as both an Executive Committee and Governing Board meeting.

E. Power to Amend Quorum Provisions in JPA

In 2017, Jonathan Sclarsic, Esq. at the OAG told BCK that while there is no case law on point, the OAG takes the view that a board cannot set its own quorum requirements for public policy reasons. Therefore, if the Compact were to adopt his view, new quorum requirements would need to be approved by the JPE's Municipal Members. This opinion is not legally binding on the Compact, and Jonathan Sclarsic is no longer with the OAG. There are multiple

OML determinations that state the following standard for reviewing complaints: “[t]he Division of Open Government is charged specifically with reviewing complaints to determine compliance with the Open Meeting Law, G.L. c. 30A, §§ 18-25. The Division does not review for compliance with a public body’s own policies and procedures.” OML 2021–20; 2019-85 (“Our Division only has jurisdiction to evaluate Open Meeting Law violations and therefore we decline to review any allegations relating to Board regulations or municipal ordinance.”; 2013-162; OML determination dated 9/4/12 (Cambridge Historical Commission). In BCK’s opinion, because the proposed amendments will actually expand Municipal Members’ rights under the JPA, and the JPA only provides for Member approval of JPA amendments dealing with eligibility for membership/addition of Members (see Article XV of the JPA), liability of members and termination of the Compact, approval of the Municipal Members is not legally required.

III. RECOMMENDATIONS/NEXT STEPS

If the Governing Board wants to consider amending the JPA, we recommend lowering the threshold of the Governing Board quorum to a quorum of the Executive Committee (including the Chair). While this is a small number and thus could appear to be a drastic change, in reality the current practice is that when the Compact is unable to obtain a physical quorum of the full Governing Board, the meeting then becomes a meeting of Executive Committee. We are recommending adding a requirement that additional members be present (remotely or in person) to attain a majority of the full board before the Governing Board can convene and take action. In practice, this should mean that it is far less likely that the Executive Committee would need to be used in lieu of the full board and thus have the effect of increasing Municipal Members’ voting rights.

The Governing Board will need to decide if it wants to (i) follow the OAG’s guidance on requiring the Municipal Members to approve the amendments, or (ii) take the position the OAG has no authority over JPE governance and move forward with the Governing Board amending the JPA without seeking Municipal Member approval. If Municipal Member approval is sought, we recommend drafting a short memorandum explaining the necessity of the amendments, reaching out to KP Law, and offering to have a Zoom call with other Municipal Members’ town counsel to answer any questions regarding the proposed amendments. If the Governing Board decides to proceed with the board taking up the amendments, amending the JPA can be accomplished in a matter of a few months (30 days’ advance notice to members is required under Article XV of the JPA.)



Habitat for Humanity of Cape Cod

411 Main Street Suite 6 • Yarmouth Port, MA 02675 • 508-362-3559

www.habitatcapecod.org

Kerry Horman, Affordable Housing Programs Administrator

Bourne Affordable Housing Trust

C/O Bourne Board of Selectmen

Bourne Town Hall

24 Perry Avenue

Buzzards Bay, MA 02532

AS-17-01
6-17-21

Re: Response to Request for Proposal at 26 Horne Ave., Bourne, MA

May 27, 2021

Dear Members of the Affordable Housing Trust,

Thank you for alerting Habitat for Humanity of Cape Cod to the opportunity offered through your request for proposal for a home at 26 Horne Ave. Unfortunately, at this time, we are not able to provide a response in keeping with the specifics of this proposal. However, we are eager to continue our communication with the Trust and hope to explore future opportunities together.

As a seasoned developer of quality, affordable, deed-restricted homes, Habitat for Humanity of Cape Cod believes we can assist the Town of Bourne in reaching its housing production goals. We are experienced in the acquisition, permitting and regulatory processes and can provide services from project inception to its end; from initial conceptual engineering through permitting, marketing to lottery, buyer education through the first year of ownership, and requesting new unit addition to acceptance on the Town's Subsidized Housing Inventory.

Through the years, thoughtful planning has enabled our organization to engage communities, bringing valuable financial and volunteer resources to our projects with over 150 Affordable Habitat-built homes across the Cape. Currently we have 19 homes under construction, with 11 – 14 in some phase of permitting. We are currently seeking new projects for infrastructure development in 2022 or 2023 with volunteer wall raisings to be slated for 2023 and 2024.

We are planning a late summer information session as a Habitat "refresher" for planners, affordable housing committees and other interested parties. Look for our invitation to you in the mail and/or by email within the next month or so. However, please feel free to call me - we welcome conversation at any time.

With regards,

Beth Wade

Elizabeth (Beth) Wade

Director of Land Acquisition & Project Development

508-362-3559 x 24

Cell: 207-930-5918 (best to reach me)

land@habitatcapecod.org

BOURNE BD OF SELECTMEN
RCUD 2021 JUN 17 AM 10:20

Our Model/Methodology.

Habitat for Humanity of Cape Cod, Inc. uses a tried-and-true “sweat-equity” model to build our homes. With these quality, desirable single-family homes priced affordably, Habitat Cape Cod creates homeownership opportunities for families at income levels not served by other affordability programs.

Our selected purchaser-family partners with Habitat and invests 250 to 500 hours building their home alongside community volunteers. This promotes homeowners who are well educated on building and maintenance and fosters a true sense of community. We strive to make our homes welcome in a neighborhood and to be good neighbors. Habitat Cape Cod works to create a collaborative spirit where a whole community can be actively involved in helping to address the affordable housing crisis.

We conduct community outreach for all our builds, including correspondence to neighbors as we are preparing the LIP applications, well in advance of ZBA hearings. Each outreach is tailored to the specific needs of the build-community, but typically includes a combination of mailings, presentations, and opportunities for celebration. Community members can participate in the build and other community events such as “community kick-offs”, ground-breaking ceremonies and home dedications.

Habitat works closely with our buyers, not only throughout the construction period, but through its rigorous application process, and by providing significant home buyer education including preparation for closing, budget counseling, and workshops in caring for a home and landscaping. Our family partners continue working with our families beyond the closing, providing support should any issues come up at least through the first year of ownership. And we have found many of these relationships continue well beyond that first year. Sweat equity, our workshops, and family partnerships have proven to be key elements in promoting successful, enduring homeownership.

Affordability (including home pricing) and DHCD.

Habitat for Humanity of Cape Cod has a long working history with the Department of Housing and Community Development (DHCD) and familiarity with its Local Initiative Program (LIP) for 40 B development, and its Local Action Unit program for projects permitted by right or through planning board actions.

We utilize DHCD’s Regulatory Agreement and Deed Rider, ensuring our homes will count on a municipality’s Subsidized Housing Inventory (SHI). Habitat generally targets homeownership to very low-income households; households earning at or less than 65% of Area Median Income (AMI). Home sale prices in 2020 were set at \$131,750 for a 1-bedroom home; \$150,250 for a 2-bedroom home; \$168,250 for a 3-bedroom home and \$182,900 for a 4-bedroom home (these prices are adjusted based on current HUD incomes and calculations at time of applicant outreach).

Pricing is set so that a household earning 40% of area median income, as adjusted for family size, can afford a home. The figure of 40% has been adopted by Habitat Cape Cod based on past practice and experience as that number creates an appropriate “window of affordability” and allows those families ready to take on home ownership to qualify. We also amend the standard Housing Affordability “rule of thumb” that 30% of income goes to housing, reducing it to 25% which further increases affordability.

When allowable (builds that include two or more homes), Habitat for Humanity of Cape Cod requests a local preference, whereby applicants living in the Town, working in the Town, employed by the Town, or with children enrolled in Town’s public schools would be eligible for the home. In conformance with DCHD

standards, a maximum of 70% of the units for this project may receive a preference, with preferences awarded at the sole discretion of DHCD.

Our Development Team. Please see the attachment for information on our Development Team and Recent Projects.

Funding. Habitat for Humanity of Cape Cod relies on municipalities for land donation or acquisition funds for land purchase. Although, some land is donated by private individuals. We also generally request some portion of funding toward early infrastructure costs. These funds are usually sought from either CPA funds or a Town's Housing Trust.

Habitat brings substantial resources to the project. In terms of our private fundraising, we have a long history of meeting our private fundraising needs for each project, with energetic plans seeking support from diverse community sources. Private fundraising includes donations from individuals, private foundations, businesses, and faith-based organizations and churches.

We raise funds year-round, and those funds are allocated to construction projects as Habitat Equity. Examples of non-project specific fundraising initiatives include our ReStores – Yarmouth and Falmouth locations; Semi-annual appeals; Annual Kayak Raffle; Rally the Alleys bowling tournament; Ride for Homes, and this year's very popular and successful, Shed for Homes raffle.

Cape Cod Five provides construction funding and is our Federal Home Loan Bank of Boston partner.

Our Homes. Proposed housing mixes are based on Habitat Cape Cod's experience with previous lotteries, housing-size needs, and number of bedrooms allowed by zoning or permitting, as well as input from housing partners in the municipalities we serve. The homes are high quality and complementary to any neighborhood and allow for adaptability and accessibility as we select families before construction. If a selected family has a disability that needs accommodation, we can easily amend construction to build and accommodate that need.

- Our 2-bedroom ranch homes have 1 bathroom, and our 3-bedroom Capes have 2 bathrooms.
- We include two parking spaces per home.
- Our homes offer full basements unless site conditions prohibit this, and we include an 8' x 10' shed.
- We provide effective drainage and stormwater management as required by site topography.
- We incorporate low-impact landscaping and give our buyers the tools and education to take care of their homes and lawns.
- All Habitat Cape Cod homes meet or exceed Massachusetts Department of Housing & Community Development (DHCD) Local Initiative Program (LIP) Design and Construction Standards including requirements for square footage, bathrooms, and appliances. Homes comply with all applicable building codes.
- In terms of "green" building, Habitat homes typically meet or exceed LEED standards, although for cost saving reasons, we do not seek certification.
- We use sustainable and renewable building materials whenever this is practical, and our homes consistently score advantageously in the Federal Home Loan Bank Boston (FHLBB) "Affordable Housing Program" sections on Efficient Building, and Sustainable Building.
- Our homes have high R-value for insulation (with 2' x 6' construction which allows for such high insulation), have low Home Energy Rating System (HERS) ratings, and are inherently efficient because the homes are well built and are modest in size (so less materials to build, less fuel to heat).
- We use Energy Star windows and appliances.
- We use highly efficient air source heat pumps, which we have found to be an affordable heating system and an aid to indoor air quality.

- We use low or no VOC products, and seek to use durable, renewable, and rapidly renewable materials wherever practical.
- Additionally, Habitat Cape Cod has an innovative program to fund solar panels, and when site conditions and funding allow, we include solar panel installations in our builds. We position homes on a site to allow for optimal solar panel placement if funding is secured. Our attention to efficiency and sustainability has paid off as homes at Paul Hush Way in Brewster and Dickinson Drive in Marstons Mills were rated Net Zero* through a qualified HERS rating company, and more recently a home in Mashpee received a rating of -8, and two homes in Wellfleet received HERS ratings of -15, celebratory accomplishments for Habitat and our homeowners! In October 2020, we received word from Habitat International that our homes have the lowest HERS ratings of any Habitat homes in the country.
- Habitat proposes to install a landscape designed to fit the local environment. We use trees, shrubs and perennials that are common to the area (with an emphasis on native species) and that require limited watering and maintenance. Lawn areas are seeded with a no mow, low-mow blend, designed to be drought tolerant. The goal of our landscape design is to provide an appealing landscape that is functional and environmentally conscious.

*Net Zero at CO. There are many variables at move-in and the home's energy performance depends on Buyer habits, so we call these homes, "net possible" homes.

Home Designs and Community Participation



Development Team, and Board Members' Experience, and Recent Projects



Habitat for Humanity of Cape Cod partners with families in need of an affordable home to build one of their own, fostering stability, self-reliance, and a strong sense of community.

Our Homes: Habitat for Humanity of Cape Cod has built over 150 homes throughout the Cape Cod region since our founding as an affiliate of Habitat for Humanity International in 1988. Currently we have 19 open and active building permits, and the potential of 11 – 14 homes in pre-development, feasibility and permitting.

Our Construction Team: Habitat relies on the skills and passion of over **600 volunteers**. On any given job site, anywhere from 130-260 different volunteers will give of their time and resources to help build the homes and ensure our success. We have volunteers with specialized skills or licenses, others with decades of experience working with their hands, and we also have volunteers who have never worked with tools before. All are welcome! We have active volunteers in their nineties and volunteers as young as six (while construction volunteers must be at least 16 years old, we have woodworking and other projects appropriate for youth groups). Some volunteers work a single 7-hour shift, others put in 700 hours over the course of a multi-home project. Volunteers come from the Cape and beyond, from all walks of life, and bring a variety of perspectives. They all share a simple passion: the desire to make a difference for working families on Cape Cod and doing so while working side by side with their neighbors.

Habitat also relies on **Bob Ryley** as our **Director of Construction**. Bob has forty plus years' experience as a general contractor and sub-contractor in wood frame, has worked throughout the Cape and Islands, and has made training and instruction a focus. Bob was a member of the Habitat Board from 2006 to 2010, and volunteered as a Crew Leader, an Instructor, and on a Youth United home. Bob is a member of the Green Building Council, Cape Cod's Climate Change Collaborative and has been a driving force behind Habitat's efforts to reach Net Zero.

Barry Clickstein and **Bob Leary** both serve Habitat as stipend-volunteer construction **Site Supervisors**. Mr. Leary, a retired shop teacher at Falmouth high School, has been a Habitat volunteer for over twenty years, worked as a builder in an early career and is a licensed contractor. Mr. Clickstein is a talented carpenter and respected leader and got the Habitat "bug" after volunteering on his first Habitat construction site in 2007. Each of these fine gentlemen lead crews of 8-30 volunteers, supervising the work, assigning tasks to capable and loyal volunteers, and teaching tasks to novices.

Desmond McMahon has been on the Habitat staff as a **Lead Carpenter** since 2012. He had made his living in residential and commercial construction before joining Habitat's staff. While a builder in the private sector, he attained 10-year volunteer status with Habitat helping on Saturdays and participating on disaster relief trips with Habitat crews. **Mike Sullivan** joined the staff in 2017, when the affiliate's growth necessitated another Lead Carpenter to supervise and lead crews of volunteers at multiple jobs sites. Before joining Habitat, Mike spent over 35 years as a self-employed designer and builder of residential properties. All construction staff have construction supervisors' licenses.

Habitat is led by **Executive Director, Wendy Cullinan**. After an extensive open search process, Wendy was unanimously affirmed by the Board of Directors to assume the responsibility of Executive Director on January 1, 2020. As Habitat Cape Cod's Resource Development Director 2013-2019, Wendy ably managed all fundraising operations, including grant proposals, corporate relations,

marketing, and communications. She also worked closely with and grew Habitat's relationships with the faith-based community, and volunteer committees focusing on special events and ReStore development.

Prior to her position at Habitat, Wendy enjoyed working as a consultant for several Cape Cod non-profits including, the National Marine Life Center, Association to Preserve Cape Cod, Woods Hole Research Center and Gosnold Treatment Center. Earlier in her career she worked in restaurant management and event planning.

Originally from Connecticut, Wendy has raised her three children in Sandwich, where she was a volunteer for many school programs, taught Art History and was a member of the School Council.

Warren Brodie is Habitat's **Permitting Attorney**. Warren is the principal of Law Offices of Warren H. Brodie, P.C., a law firm with offices in Wellesley and Falmouth, MA. He has been in private practice since 1979. The firm specializes in construction law and litigation, including the representation of developers, general contractors, subcontractors, and material suppliers at all levels of the judicial process, including the Massachusetts Appeals Court and Supreme Judicial Court. Warren has been involved with Habitat since 2003 primarily involved with land acquisition and permitting, including Comprehensive Permits under Massachusetts General Laws, chapter 40B. Warren has been involved in over 90 Habitat homes.

Elizabeth (Beth) Hardy Wade is Habitat's **Director of Land Acquisition & Project Development**. Beth has been involved in real estate and the construction industry for over 25 years. She has held Real Estate Brokers licenses in Maine and Massachusetts. She also has broad experience with Affordable Housing and the non-profit sector through her position as the Executive Director of CHAMP Homes in Hyannis, and her work with the Friends of Chatham Affordable Housing Committee and the Community Development Partnership. Beth joined Habitat in 2018.

Habitat also has a strong staff that supports the breadth and depth of programs that make up the Habitat experience. Habitat staff also includes a Family Programs Manager, a Volunteer Services Manager, a Finance Director, a Resource Development Director, a Fundraising Events Coordinator, as well as office staff, office volunteers, and key contractors (including a conveyance attorney and engineer). Resumes are available on request.

Habitat for Humanity of Cape Cod, Board of Directors 2020-2021

The Board is made up of dedicated individuals from many fields, including construction, real estate, social services, finance, and faith leadership. Their collective expertise helps guide our programs, informs our strategic direction, and assesses the effectiveness of our organization. These men and women lead us in our mission to build homes, hope, lives, and community.

OFFICERS

Wil Rhymer

President – Wil is the Assistant Vice President and Branch Manager of the Cape Cod Five Cents Savings Bank's Wellfleet and Provincetown locations. A native of the US Virgin Islands, Wil was a department head at the VI Department of Labor before moving to Cape Cod in 1991. Wil is an advocate for the sustainability of our community and affordable housing and has expertise and experience with a range of non-profit organizations. Wil first joined the Board of Habitat for Humanity of Cape Cod in 2010 and served as Board President from 2014-2017. He has also served as a Treasurer for the Provincetown Chamber of Commerce and Wellfleet SPAT, and serves on the board of the Community Development Partnership. Wil has business degrees from Babson School of Financial Studies, New England College of Business and Finance, and Cheney University.

Steve Jenney

Vice President - Steve is CEO and President of Oceanside, Inc. Steve has been involved in the restoration industry for over 25 years. Serving as Director of Operations at Oceanside for over 20 years and having worked previously as an Insurance Adjuster for a local adjustment firm. In 2012, Steve had the opportunity to purchase Oceanside, Inc. Steve holds a Mass. Construction Supervisors license as well as many other certifications. He was born and raised on Cape Cod and attended schools in Yarmouth. He now lives in West Barnstable with his significant other, Eileen Kennedy. He is the proud father of three daughters and two stepsons. Four of our five children have recently graduated from college and the youngest in her junior year at Seton Hall. Steve and Ellen are avid golfers and spend time between the Cape and Myrtle Beach when the weather changes. Oceanside is proud to be a supporter of many charitable organizations on the Cape including Cape Kids Meals, Community Connections, Cape Cod Military Foundation, and the Sandwich Food Pantry to name a few.

John Schoenherr

Treasurer- John, now retired, had a career in high tech, managing the development of Business Intelligence applications for Oracle. In 2016, John became a construction volunteer with Habitat Cape Cod and has since become a familiar face on a number of sites. In 2019 he joined a team of volunteers to transition our organization to Habitat Connect, our new platform for volunteer management, and in 2020 he started providing assistance in the area of financial reporting and analysis. John lives in Centerville.

Jaime Carey

Clerk- Jaime is the former Chief Operating Officer and Chief Merchant of Barnes & Noble, Inc., the world's largest retail bookseller. His senior leadership responsibilities included the areas of strategic planning, marketing, merchandising, e-commerce, and new store development. Jaime served for eight years on the Board of the National Book Foundation, the presenter of the National Book Awards. He is currently a member of the Advisory Committee for Habitat's ReStores here on the Cape. In addition, he was a family partner and construction volunteer on our Marston's Mills build. Jaime and his wife Rosemary live in North Falmouth near the Shining Sea Bikeway, which they both love to ride.

Josh Jalbert

Assistant Clerk - Josh has worked at Shepley Wood Products of Hyannis for 8 years and is currently in an Outside Sales position. He was born and raised on Cape Cod into a large family. He has 13 aunts and uncles most of whom still live and work on the Cape and too many cousins to name! He grew up in the home building industry and is proud to be serving Habitat and local community in which he lives. He currently resides in South Dennis and enjoys spending time on the beach or at the parks with his wife Farran and 4-year-old son Russell.

DIRECTORS**Matt Anderson**

Matt is the owner of Anderson Framing & Remodeling, a Cape Cod based residential framing contractor. Prior to operating Anderson Framing & Remodeling Matt attended Northeastern University where he graduated in 2004 with a dual concentration in Finance and Entrepreneurship. In addition to sitting on the Habitat for Humanity board Matt also currently serves as President of the Home Builders and Remodelers Association of Massachusetts, sits on the Town of Sandwich Finance Committee and is past President of the Home Builders and Remodelers Association of Cape Cod. Matt first became involved with Habitat in 2013 providing the labor to frame the 1st Blitz Build home in collaboration with HBRACC. He has since provided framing labor for all four Blitz Build houses HBRACC has built. Currently Matt resides in East Sandwich with his wife Stephanie and their two daughters Addison and Audrey.

Warren Brodie

Warren is the principal of Law Offices of Warren H. Brodie, P.C., a law firm with offices in Falmouth and Wellesley, MA. The firm specializes in construction law and litigation, including the representation of developers, general contractors, subcontractors, and material suppliers at all levels of the judicial process, including the Massachusetts Appeals Court and Supreme Judicial Court. Warren has been involved with Habitat since 2003 primarily with land acquisition and permitting, including Comprehensive Permits under Massachusetts General Laws, chapter 40B. Warren has been involved in over 80 Habitat homes.

John DeMello

John has served as President and CEO of The Barnstable Group since 2011. In his words, "CEO should stand for Chief Explanation Officer because providing context and teaching are the most

important aspects of the position. Being the CEO of The Barnstable has been a great fit, allowing me to add value to an already great business." A 1988 graduate of the University of Massachusetts, Amherst, with a Bachelor's in Finance and Accounting, John joined The Barnstable in 1996 as Treasurer. The needs of policyholders, who count on The Barnstable to put their lives back together at their greatest time of need, and the partnerships with its independent agents are particularly important to him. For John, a life-long resident of Dartmouth, each crossing of the Sagamore Bridge reinforces that the Cape is an island with its own unique culture and geography. "I love the ocean," he adds, "and spend most of my free time on the water boating and fishing." He believes in Habitat's mission to sustainably provide access to affordable housing on Cape Cod.

Michael Duffany

Mike is the owner of M. Duffany Builders, has been a builder in the town of Falmouth for over 30 years. He is active in many aspects of the Falmouth community, as a Town Meeting member, board member of Falmouth Community Television and The 300 Committee, past president of the Home Builders and Remodelers Association of Cape Cod. He is also active with organizations such as The Alliance for Community Preservation, the Boy Scouts, and is co-founder of Falmouth Youth Football, and has donated his company's time, expertise, and employees for all Blitz Builds since the first in 2013.

Rabbi David Freeland

David is the rabbi of the Cape Cod Synagogue in Hyannis where he has been for the last thirteen years. Prior to living on the Cape, he served a community in Tucson, AZ where he was introduced to Habitat. His other interests include music, cooking, and social justice. He and his wife, Bettina, live in Centerville.

Patricia Mormann

Patricia, now retired, has thirteen years of marketing and communications experience in the HVAC industry. In addition, she also served as a market analyst and director of business development. She has background in governance and strategic planning and appreciates the special challenges volunteer organizations face. Initial Habitat involvement grew from church mission trips to the Gulf coast following hurricane Katrina. After moving to the Cape in 2011, she and her husband have increasingly supported the work of Habitat in this region.

Kathleen Nagle

Kathleen is a top producing Real Estate Agent with Kinlin Grover working out of their Wellfleet office. She specializes in representing clients who want to purchase single-family homes or income/investment property on the Outer Cape. Prior to moving to the Cape, she worked for the Nine West Group at their corporate headquarters in Stamford, CT. When Kathleen moved to the Cape in 2000, she was introduced to Habitat by working on a build site in Orleans as well as in Chatham. From there she served on the Family Selection Committee, and then as a Family Partner in Eastham and Wellfleet. Kathleen lives in Wellfleet.

Sue Partridge

Sue is an HR professional with over 25 years of experience. She is Director of Human Resources for Convention Data Services in Bourne, MA, where she has been for 10+ years. She is also held HR leadership positions in healthcare and human services and began her career in banking and manufacturing. Sue is active with the Cape Cod Human Resources Association, currently serving as VP/Program Chair. She also serves on the SHRM MA State Council. Sue earned her BA from Bridgewater State University and holds SPHR and SHRM-SCP designations. She grew up in Norwood, MA, spent much of her adult life in the Wrentham and Plainville areas, moving to the Cape 11 years ago, when the nest emptied. Sue and her husband Brad live in West Barnstable with their 13-year-old Bichon Frise. They are very lucky to have 2 sons, 2 daughters-in-law and a precious granddaughter who they love to spend time with. Sue also enjoys the beach, yoga, reading and all the other good things life on the Cape can offer.

Leslie Schneeberger

Leslie took the helm of the Siemasko + Verbridge, SV Design, Chatham office in 2015, where she heads up SV Design's practice on the Cape and Islands. A long-time Cape Cod resident and accomplished architect, Leslie has a passion for designing innovative buildings that complement their surroundings, elevate the community, and enrich their owners' daily lives. Over the past fifteen years, she has designed and administered the construction of custom homes and commercial projects throughout the Cape. Leslie earned a Master of Architecture from the University of Colorado; a BA from St. Lawrence University; and studied Interior Design at Pratt Institute. She serves on the building committees for the Monomoy regional High School and the Cape Cod Technical High School and Facilities committee for Pleasant Bay Community Boating. Leslie is passionate about community projects that make Cape Cod a more vibrant place for year-round living. She lives in Chatham with her wonderful family – husband and two girls – who give her a great incentive to make the Cape, our community, the best it can be.

Melissa Wheeler

Melissa is the co-owner of Cape Cod Cleaning Collaborative, a thriving and successful cleaning and rental management company. In 2012 Melissa partnered with Habitat for Humanity of Cape Cod to build her dream home on the end of the Yellow Brick Road in North Truro. Melissa continues to volunteer her time on construction sites, speaking at fundraising events and welcoming new homeowners to the Habitat family. Melissa is a single mother of 2 children, Ava and Dylan, and Timber the Doodle, her first and most rewarding job. Melissa employs 30 local, seasonal employees and continues to create year-round employment opportunities for her fellow Cape residents. Melissa is an artist, and passionate about giving back to the community in creative and beautiful ways.

Recent Project References

Project Name	Address	Housing Type	No. of Units	Total Dev Cost	Subsidy Program	Date Complete	Reference (Town Adm)
Murray Lane	Harwich	Single Family Ownership	6	\$2,114,323	DHCD 40B	Infrastructure in progress	Joe Powers, Interim 508-430-7513
Willet Way Barrows Road	Falmouth	Single Family Ownership	10	\$3,608,507	DHCD 40B	Infrastructure in progress	Julian Suso 508-495-7320
Quanset Road	Orleans	Single Family Ownership	1	\$567,371	LIP/LAU	In progress	John Kelly 508-240-3700
Great Neck Road North	Mashpee	Single Family Ownership	2	\$606,398	DHCD 40B	In progress	Rodney Collins 508-539-1400
Degrass Road	Mashpee	Single Family Ownership	1	\$368,255	LIP/LAU	12/2020	Rodney Collins 508-539-1400
Tubman Road	Brewster	Single Family Ownership	6 + 8 two phases	\$5,525,954	DHCD 40B	Phase 1: 8/2018 Phase 2: 12/2020	Peter Lombardi 508-896-3701
Durkee Lane	Wellfleet	Single Family Ownership	2	\$848,893	LIP/LAU	10/2020	Dan Hoort (508) 349-0300
Janall Drive	Dennis	Single Family Ownership	2	\$522,154	LIP/LAU	8/2019	Elizabeth Sullivan 508-760-6148
S. Yarmouth Road	Dennis	Single Family Ownership	1	\$289,566	LIP/LAU	7/2019	Elizabeth Sullivan 508-760-6148
River Road	Barnstable	Single Family Ownership	4	\$1,584,327	DHCD 40B	3/2019	Mark Ells 508-862-4610
143 Route 6	Truro	Single Family Ownership	3	\$1,279,919	DHCD 40B	9/2018	Rae Ann Palmer 508-214-0201
Main Street	Chatham	Single Family Ownership	4	\$859,411	DHCD 40B	8/2017	Jill Goldsmith 508-945-5105
Virginia Street	Yarmouth	Single Family Ownership	6	\$1,394,278	DHCD 40B	5/2017	Daniel Knapik 508-398-2231
Orchard & Quinaquisset	Mashpee	Single Family Ownership	2	\$593,849	DHCD 40B	5/2017	Rodney Collins 508-539-1401
Old Stage Rd	Barnstable	Single Family Ownership	2	\$437,469	DHCD 40B	8/2016	Mark Ells 508-862-4610
Rabbit Run	Eastham	Single Family Ownership	1	\$215,336	DHCD LAU	6/2016	Jacqueline Beebe 508-240-5900
Oak Street	Harwich	Single Family Ownership	7	\$1,389,121	DHCD 40B	7/2016	Christopher Clark 508-430-7513
Sesame Street	Barnstable	Single Family Ownership	2	\$486,148	DHCD 40B	7/2015	Mark Ells 508-862-4610
Glenwood	Falmouth	Duplex Ownership	2	\$306,000	DHCD 40B	1/2015	Julian Suso 508-495-7320
Bevan Way	Orleans	Single Family Ownership	6	\$1,602,740	DHCD 40B	9/2015	John Kelly 508-240-3700
Ginger Lane	Barnstable	Single Family Ownership	1	\$160,232	LIP/LAU	5/2014	Mark Ells 508-862-4610
Park Place	Mashpee	Single Family Ownership	2	\$266,000	DHCD 40B	4/2014	Rodney Collins 508-539-1401
Yellow Brick Road	Truro	Single Family Ownership	1	\$133,000	LIP/LAU	7/2013.	Rae Ann Palmer 508-241-0201
Sandy Meadow Way	Eastham	Single Family Ownership	2	\$266,000	LIP/LAU	4/2013	Jacqueline Beebe 508-240-5900

June 22, 2021

Re: Recreation Committee

To George Sala, other Committee members, and Board of Selectmen

With this memo I give notice of my resignation, effective immediately.

Sincerely,

A handwritten signature in black ink, appearing to be 'C. Spilhaus', with a long horizontal flourish extending to the right.

Connie Spilhaus

RECEIVED

2021 JUN 23 AM 11: 21

TOWN CLERK BOURNE



The Commonwealth of Massachusetts

Division of Marine Fisheries

251 Causeway Street, Suite 400, Boston, MA 02114

p: (617) 626-1520 | f: (617) 626-1509

www.mass.gov/marinefisheries



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

KATHLEEN A. THEOHARIDES
Secretary

RONALD S. AMIDON
Commissioner

DANIEL J. MCKIERNAN
Director

June 24, 2021

Board of Selectmen
Town of Bourne
Town Hall
Bourne, MA 02532

Ladies & Gentlemen:

In accordance with Chapter 130, Section 74A of the Massachusetts General Laws, the Division of Marine Fisheries has determined that the below re-defined shellfish growing area, Buttermilk Bay (BB:44.12) and the adjacent area, in the Town of Bourne, does not meet the established criteria for an "APPROVED" classification due to unacceptable water quality. Therefore, the below defined classification area BB:44.12- Creek @ Garland Property has been enlarged and reclassified to "**PROHIBITED**" effective immediately. The former sub-area, BB:44.13 will be absorbed into BB:44.12.

Therefore, under authority of Massachusetts General Laws, Chapter 130, Section 74A, the status of the below defined area shall remain classified as "**PROHIBITED**" and closed to the taking of all shellfish. Digging, harvesting or collecting and/or attempting to dig, harvest or collect shellfish and the possession of shellfish from the below defined area is prohibited.

Under authority of 322 CMR 7.01(7) all permits issued thereunder are hereby conditioned to prohibit the taking, selling or possession of shellfish from the below defined area.

REDEFINITION & RECLASSIFICATION

CLASSIFICATION: PROHIBITED

Status: Closed To Shellfishing

BB:44.12

Southeast shoreline of Little Buttermilk Bay

"The waters and flats of Buttermilk Bay, in the Town of Bourne in the portion of Little Buttermilk Bay east of a line drawn from the "NO SHELLFISHING" sign located approximately 50' west of the mouth of the creek on the northern shoreline and continuing to the "NO SHELLFISHING" sign located off of 25 Little Bay Lane."

Sincerely,

A handwritten signature in cursive script, reading "Daniel J. McKiernan". The signature is written in dark ink and is positioned above a horizontal line.

Daniel J. McKiernan,
Director

cc: P. Moran, K. Clayton, OLE
J. Kennedy, DMF
R. Amidon, DFG
J. Hobill, DEP
FDA, DPH
C. Southwood, Bourne Shellfish Constable



THE SECRETARY OF THE INTERIOR
WASHINGTON

JUN 24 2021

Bourne, Town Of
24 Perry Ave
Buzzards Bay, Massachusetts 02532-3441

AG 29-21

Dear County Official:

BOURNE BD OF SELECTMEN
RCUD 2021 JUN 29 AM 10:22

I am pleased to notify you that on June 24, 2021, the Department of the Interior (Department) issued payments under the Payments in Lieu of Taxes (PILT) program. The PILT program compensates eligible local jurisdictions for Federal lands administered by agencies within the Department and on behalf of the U.S. Forest Service and the U.S. Army Corps of Engineers. Local governments may use the PILT payments for any governmental purpose, including emergency response, public schools, and roads. Since local governments cannot tax Federal lands, annual PILT payments help to defray costs associated with maintaining important community services.

The Payments in Lieu of Taxes Act, 31 U.S.C. 6901-6907, as amended, authorized the program. The PILT Act prescribes the formula used to compute the annual payments based on annually adjusted per-acre and population variables. Prior-year Federal payments under certain revenue-sharing programs, as reported annually by States, are deducted in formulating the payment amounts. A provision in the PILT Act provides temporary compensation for recent additions to the National Park System and National Forest Wilderness Areas.

The Consolidated Appropriations Act, 2021 (Public Law 116-260) was enacted on December 27, 2020, providing full funding for the 2021 PILT program. More than 1,900 local jurisdictions received a total of \$529.3 million in PILT payments this year.

For 2021, your county is receiving a PILT payment of \$3,344. If you provided current bank routing and account numbers to our Interior Business Center office or to the System of Awards Management (SAM), an electronic funds transfer was posted to your account on or about June 24, 2021. If you did not receive a payment or require further information, please refer to www.doi.gov/pilt. The website includes information on how to register in SAM to expedite receipt of future PILT payments. If you have any questions, please contact the PILT Program Manager, Ms. Dionna Kiernan, at DOI_PILT@ios.doi.gov or (202) 513-7783.

Sincerely,

Deb Haaland