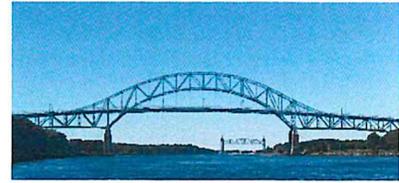


# Board of Selectmen Meeting Notice AGENDA



Date

June 1, 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**  
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. **Board of Selectmen enter Joint Session with the Bourne Housing Authority**
  - a. Bourne Housing Authority Call to Order
  - b. Discussion and Possible Vote to fill a vacancy on the Bourne Housing Authority
    - i. Karin Benedict
  - c. Bourne Housing Authority Adjourn
7. **Minutes:** May 11, 2021

TOWN CLERK BOURNE

2021 MAY 27 PM 12: 58

RECEIVED

## 8. Appointments and Licenses

- a. Discussion and possible vote - Refinancing of 79 Adams St. – a deed restricted affordable unit
- b. Discussion and possible vote – Cape Cod Canal Day Festival–CC Canal Region Chamber
- c. Discussion and possible vote - Cape Cod Canal Region Chamber 2021 Summer Concerts in the Park during July & August
- d. Discussion and possible vote to allow a wedding on Sagamore Beach (Willey Wedding), including an archway and benches.
- e. Discussion and possible vote - 4<sup>th</sup> Annual Monument Beach Polar Club Annual Food Drive – June 27, 2021 7 a.m. to 11a.m.
- f. Discussion and possible vote - National MS Society 37<sup>th</sup> Annual CC Getaway MS Bike Ride– July 10, 2021 from 11 a.m. to 5p.m.
- g. Discussion and possible vote - Sagamore Beach Colony Club Annual Fund Raiser with one-day all alcoholic beverage license and one-day entertainment license – July 6, 2021 from 6:00 p.m. to 10:00 p.m.
- h. **7:05 PM Pole Hearing** - 35 Standish Rd to install one pole to provide electrical service
- i. **7:10 PM Public Hearing** - Cable Television License Renewal Public Hearing (Comcast)
- j. NextGrid Public Entity Solar Project presentation with discussion and possible vote of support

## 9. Selectmen's Business

- a. Appointment with Special Counsel James B. Lampke to discuss advising the Town on procedures, policies, and roles of Boards, Committees, officials and employees or other related topics
- b. Discussion and possible vote on a date for the Board of Selectmen retreat
- c. Discussion and possible vote regarding the review and selection process for Town Counsel
- d. Discussion and possible vote to further extend Town Counsel Robert Troy's contract

## 10. Town Administrator

- a. Response to the Department of Environmental Protection Notice of Non-compliance-Bourne Veteran's Memorial Community Center
- b. Technical Assistant Grant to support Bourne Green Community Application
- c. Request to use \$3,000 from the Bourne Fire Department Donation Account

## 11. Correspondence

## 12. Board of Selectmen Reorganization – Discussion and possible vote

## 13. Adjourn

# Bourne Housing Authority

## Vacancy Announcement

The Bourne Board of Selectmen invite interested residents to apply to serve as a member of the Bourne Housing Authority for an unexpired term until the **2022** annual town election in May. 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 **Wednesday May 26, 2021**. Email submissions are highly encouraged and should be sent to George Slade at [gslade@townofbourne.com](mailto:gslade@townofbourne.com). Candidates will be interviewed at a joint meeting of the Board Housing Authority and Board of Selectmen on Tuesday June 01, 2021 at 7:00PM. 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.

<b>Part I</b>	ADMINISTRATION OF THE GOVERNMENT
<b>Title VII</b>	CITIES, TOWNS AND DISTRICTS
<b>Chapter 41</b>	OFFICERS AND EMPLOYEES OF CITIES, TOWNS AND DISTRICTS
<b>Section 11</b>	APPOINTMENT TO FILL VACANCY IN TOWN OFFICE

Section 11. As used in this section, the term "vacancy" includes a failure to elect. If a vacancy occurs in any town office, other than the office of selectman, town clerk, treasurer, collector of taxes or auditor, the **selectmen shall in writing appoint a person to fill such vacancy.** If there is a vacancy in a board consisting of two or more members, except a board whose members have been elected by proportional representation under chapter fifty-four A, the **remaining members shall give written notice thereof, within one month of said vacancy,** to the **selectmen,** who, with the remaining member or members of such board, **shall, after one week's notice, fill such vacancy by roll call vote.** The selectmen shall fill such vacancy if such board fails to give said notice within the time herein specified. A majority of the votes of the officers entitled to vote shall be necessary to such election. The person so appointed or elected shall be a registered voter of the town and shall perform the duties of the office until the next annual meeting or until another is qualified.

**Karin H. Benedict  
109 Valley Bars Rd.  
Bourne, Ma. 02532**

**Education: Northeastern University Boston, Ma B.S. Recreation Education 1970-1975**

**Work Experience:**

**Falmouth Senior Center**

July 2007-December 2018

Volunteer Coordinator, Outreach and Programs

Recruit and train volunteer program which includes friendly volunteer, medical transportation, home repairs. Assisting staff with projects for the elderly and leading recreational activities.

**Commonwealth Travel**

July 2008-present

Outside travel consultant. I am involved in leisure travel. I specialize in small cruises, expedition cruises and adventure travel.

**Western Connecticut Area on Aging**

July 2002-May 2006

Resident service coordinator to 34 frail elderly living in low income apartments (state supplemented) in a congregate setting. We offered some assistance to those who aged in place. I provided social services and recreational programs. The facility was Prospect Ridge in Ridgefield, Ct We provided one meal a day, housekeeping services. I also worked with volunteers and assisted the executive director. I was trained in Medicare part D. This was a grant position with the state.

**Valerie Wilson Travel**

August 2001-September 2001

Inside travel consultant selling leisure travel. Was laid off after 9/11 but continue with them as a outside consultant.

**Danbury Travel Center**

September 1990-July 2001

Assisting clients with leisure and business travel including air, cruises, tours, hotel and car rentals. Ability to work independently in a fast paced environment. Additional duties were to file the A.R.C. reports.

**A.D.L**

1982-1996

Apparel Owner of a seasonal shop, which brought a mini store in to nursing homes. This created a recreational event, traveling thru out the state of Connecticut. I provided marketing materials for the patients family and the social service department. I did the buying and inventory as well.

**New Milford Nursing Home**

March 1976-1990

Director of the recreation department for a 99 bed skilled bed facility. Developed programs for groups and individuals. Recruited and trained staff and volunteers.

**World Travel Experiences:**

England, Ireland, Thailand, Singapore, Spain, Portugal, Switzerland, Scotland, Wales, Bahamas, Baja, Bermuda, Hawaii, France, Germany, Hungary, Vienna, Kenya, Italy, India, many Caribbean Islands and Mexico. Cruises to the Galapagos, Peru and the Amazon, Romaina, Bulgaria, Serbia, Coatia, Sweden, Denmark, Norway, Iceland, Samoa, French Polynesian Islands, Cook Islands, Alaska, Belize, Honduras, Panama, Turkey and the Greek Islands

**Past President of the Bourne Neighbors and Newcomers 2018-2020**

**Member of the Falmouth Senior Center Friends Board**

Bourne Housing Partnership Town Hall, 24 Perry Ave., Buzzards Bay, MA 02532  
Tel 508 457 1005  
email: affordablehomes@townofbourne.com

May 25, 2021

Bourne Board of Selectmen  
Town Hall  
24 Perry Ave  
Buzzards Bay, MA 02532  
Re: Request to refinance the property 79 Adams St.

Dear Members of the Bourne Board of Selectmen,

The deed restriction on the property at 79 Adams Street designates the Board of Selectmen as the local monitoring agent which must review for approval any refinancing, sale, or transfer of ownership. Approval for such actions must also be received by the owner from the Massachusetts Department of Housing and Community Development Local Initiative Program (LIP).

I have encouraged the owner to submit a written request to the Board of Selectmen including the amount he wished to refinance. I received a forwarded email on Monday that was originally sent to Mr. Slade at the end of last week. The owner correctly stated that the maximum resale price of almost \$200,032 as determined by DH CD. It was unclear to me from the letter the actual amount that was being requested. It could be interpreted that seeking an amount that would cover the existing debt of \$106,285.69 plus half of the equity of \$46,873 equaling \$153,158.84. Or, as I interpreted it, that he was seeking to refinance up to the total resale amount. It is my understanding that DHCD will only allow a refinancing of up to 97% of the maximum resale price or in this case \$194,031. I have been in telephone contact with Bertha Borin at DHCD who administers the refinancing process under the LIP Program. This amount and the limit was confirmed by Ms Borin. The owner, in fact, would like to refinance up to the maximum.

It is recommended, after discussions with Ms. Borin and the owner, and considering the infrequency of meetings in the summer, that the Board approve the request to refinance 79 Adams St. conditioned upon DHCD approval of the transaction and the total amount of the amount refinance, with that amount not to exceed \$194,031.

Kerry Horman,

,  
Affordable Housing Programs Administrator  
Cc. Susan Ross, Chairperson, Bourne Housing Partnership

Hello,

My names is Drew Buckley. I'm requesting a cash out refinance for a [REDACTED]  
[REDACTED] My address is 79 Adams st. Sagamore. My homes resale value is  
\$200,032. Determined by DHCD. I owe \$106,285.69.

Total equity is \$93,746.31. [REDACTED]  
\$46,873.15. The cash out refi would be that amount. \$46,873.15. I'll have

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED] Please take that all into consideration. Thank you, Drew Buckley

<png\_image.png>

## Sundman, Nancy

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**From:** Drew Buckley [REDACTED]  
**Sent:** Tuesday, May 25, 2021 2:46 PM  
**To:** Affordable Homes  
**Cc:** Sundman, Nancy; sross31310@aol.com; Lisa Reilly  
**Subject:** Re: Recommendation

To whom it may concern,

I've started my cash out refinance with Cape Cod 5. The new loan amount will be \$160,000. This will pay off my first mortgage and [REDACTED]

> On May 25, 2021, at 2:07 PM, Affordable Homes <affordablehomes@townofbourne.com> wrote:  
>  
> Drew,  
>  
> Here's the letter of recommendation to the BOS.  
>  
> I recommend you send a clarifying letter of the amount you are seeking  
> to Nancy Sundman for the BOS  
>  
> Kerry  
> Kerry Horman  
> Affordable Housing Programs Administrator Bourne Town Hall  
> 24 Perry Ave.  
> Buzzards Bay MA 02532  
> Tel: 508 457 1005  
> <Letter from Partnership - OK on refi 5-25-2021.doc>

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N O T  
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O F F I C I A L  
C O P Y

N O T  
A N  
O F F I C I A L  
C O P Y

Said land is conveyed subject to and with the benefit of all rights, restrictions, reservations, easements and agreements of record, to the extent the same are now in force and applicable.

O F F I C I A L  
C O P Y

O F F I C I A L  
C O P Y

TITLE TO THE ABOVE-PARCELS HAVE NOT BEEN EXAMINED BY THE PREPARER OF THIS DEED.

This conveyance is being made in the ordinary course of business and does not constitute a sale of all or substantially all of the assets of Grantor in the Commonwealth of Massachusetts.

Witness my hand and common seal this 16<sup>th</sup> day of May 2012

Valle Group, Inc., a/k/a The Valle Group, Inc.,

Thomas A. Howes  
Witness

Christian T. Valle  
Christian T. Valle  
Its: President

Thomas A. Howes  
Witness

Joseph R. Valle  
Joseph R. Valle  
Its: Treasurer

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF BARNSTABLE

On this 16<sup>th</sup> day of May, 2012, before me, the undersigned notary public, personally appeared Christian T. Valle and proved to me through satisfactory evidence of identification, which was known personally, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Julie A. Demello (SEAL)  
Notary Public Julie A. Demello  
My Commission Expires: 12/21/12

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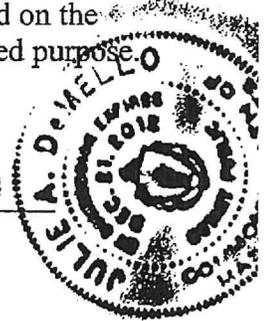
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COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF BARNSTABLE

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OFFICIAL  
COPY

On this 16th day of May, 2012, before me, the undersigned notary public, personally appeared Joseph R. Valle and proved to me through satisfactory evidence of identification, which was known personally, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Julie A. DeMello (SEAL)  
Notary Public Julie A. DeMello  
My Commission Expires: 12/21/12



MASSACHUSETTS STATE EXCISE TAX  
BARNSTABLE COUNTY REGISTRY OF DEEDS  
Date: 05-18-2012 @ 11:25am  
Ct1#: 621 Doc#: 27811  
Fee: \$613.89 Cons: \$179,500.00

BARNSTABLE COUNTY EXCISE TAX  
BARNSTABLE COUNTY REGISTRY OF DEEDS  
Date: 05-18-2012 @ 11:25am  
Ct1#: 621 Doc#: 27811  
Fee: \$484.65 Cons: \$179,500.00



WHEREAS, DHCD and the Town of Bourne (singly or if more than one entity is listed, collectively, the "Monitoring Agent") is obligated by the Program or has been retained to monitor compliance with and to enforce the terms of this Deed Rider, and eligible purchasers such as the Owner may be required to pay to the Monitoring Agent, or its successor, a small percentage of the resale price upon the Owner's conveyance of the Property, as set out in the Regulatory Agreement and as more fully provided herein; and

WHEREAS, the rights and restrictions granted herein to the Monitoring Agent and the Municipality serve the public's interest in the creation and retention of affordable housing for persons and households of low and moderate income and in the restricting of the resale price of property in order to assure its affordability by future low and moderate income purchasers.

NOW, THEREFORE, as further consideration for the conveyance of the Property at less than fair market value, the Grantor and the Owner, including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Municipality and the Monitoring Agent, and, if DHCD is a party to the Regulatory Agreement and is not the Monitoring Agent, by DHCD.

1. Definitions. In this Deed Rider, in addition to the terms defined above, the following words and phrases shall have the following meanings:

Affordable Housing Fund means a fund established by the Municipality for the purpose of reducing the cost of housing for Eligible Purchasers or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for Eligible Purchasers or, if no such fund exists, a fund established by the Municipality pursuant to Massachusetts General Laws Chapter 44 Section 53A, et seq.

Applicable Foreclosure Price shall have the meaning set forth in Section 7(b) hereof.

Appropriate Size Household means a household containing a number of members equal to the number of bedrooms in the Property plus one.

Approved Capital Improvements means the documented commercially reasonable cost of extraordinary capital improvements made to the Property by the Owner; provided that the Monitoring Agent shall have given written authorization for incurring such cost prior to the cost being incurred and that the original cost of such improvements shall be discounted over the course of their useful life.

Area means the Primary Metropolitan Statistical Area or non-metropolitan area that includes the Municipality, as determined by HUD, which in this case is the Barnstable MSA.

Area Median Income means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median Income, the income statistics used by MassHousing for its low and moderate income housing programs shall apply.

Base Income Number means the Area Median Income for a four (4)-person household. Currently, the AMI for Barnstable is \$80,000.

Chief Executive Officer shall mean the Mayor in a city or the Board of Selectmen in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.

Closing shall have the meaning set forth in Section 5(b) hereof.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

Conveyance Notice shall have the meaning set forth in Section 4(a) hereof.

Eligible Purchaser means an individual or household earning no more than eighty percent (80%) of Area Median Income (or, if checked [ ] \_\_\_\_\_ percent (\_\_\_%) of Area Median Income, as required by the Program) and owning assets not in excess of the limit set forth in the Program Guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser. An Eligible Purchaser shall be a First-Time Homebuyer if required by the Program and as specified in the Regulatory Agreement.

First-Time Homebuyer means an individual or household, of which no household member has had an ownership interest in a principal residence at any time during the three (3)-year period prior to the date of qualification as an Eligible Purchaser, except that (i) any individual who is a displaced homemaker (as may be defined by DHCD) (ii) and any individual age 55 or over (applying for age 55 or over housing) shall not be excluded from consideration as a First-Time Homebuyer under this definition on the basis that the individual, owned a home or had an ownership interest in a principal residence at any time during the three (3)-year period.

Foreclosure Notice shall have the meaning set forth in Section 7(a) hereof.

HUD means the United States Department of Housing and Urban Development.

Ineligible Purchaser means an individual or household not meeting the requirements to be eligible as an Eligible Purchaser.

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income (or, if checked [ ] percent (C%) of Area Median Income, as required by the Program) for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by DHCD for its Local Initiative Program or similar comprehensive permit program); and further provided that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

Monitoring Services Agreement means any Monitoring Services Agreement for monitoring and enforcement of this Deed Rider among some or all of the Developer, the Monitoring Agent, the Municipality, MassHousing and DHCD.

Mortgage Satisfaction Amount shall have the meaning set forth in Section 7(b) hereof.

Mortgagee shall have the meaning set forth in Section 7(a) hereof.

Program Guidelines means the regulations and/or guidelines issued for the applicable Program and controlling its operations, as amended from time to time.

Resale Fee means a fee of **Two Percent (2%)** of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Deed Rider, including the supervision of the resale process.

Resale Price Certificate means the certificate issued as may be specified in the Regulatory Agreement and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued as may be specified in the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. In the absence of contrary specification in the Regulatory Agreement the Monitoring Agent shall issue the certificate.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes

such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase, and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of 2.24 is hereby assigned to the Property.

Term means in perpetuity, unless earlier terminated by (i) the termination of the term of affordability set forth in the Regulatory Agreement or Comprehensive Permit, whichever is longer; or (ii) the recording of a Compliance Certificate and a new Deed Rider executed by the purchaser in form and substance substantially identical to this Deed Rider establishing a new term.

2. Owner-Occupancy/Principal Residence. The Property shall be occupied and used by the Owner's household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. Restrictions Against Leasing, Refinancing and Junior Encumbrances. The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; provided that this provision shall not apply to a first mortgage granted on the date hereof in connection with this conveyance from Grantor to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Municipality for deposit to its Affordable Housing Fund. The Monitoring Agent or Municipality may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Municipality for deposit to its Affordable Housing Fund. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Municipality for deposit to its Affordable Housing Fund.

4. Options to Purchase. (a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Municipality in writing of the Owner's intention to so convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and

able to purchase the Property at the Maximum Resale Price after entering a purchase and sale agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If more than one Eligible Purchaser is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to enter a purchase and sale agreement with Owner and to purchase the Property. Preference shall be given to Appropriate Size Households. The procedure for marketing and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement and any applicable Program Guidelines. If an Eligible Purchaser is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or the Municipality or designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by Owner in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or Municipality or designee, the Property shall remain subject to this Deed Rider and shall thereafter be sold or rented to an Eligible Purchaser as may be more particularly set forth in the Regulatory Agreement.

(d) If an Eligible Purchaser fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or Municipality or designee does not purchase the Property during said period, then the Owner may convey the Property to an Ineligible Purchaser no earlier than thirty (30) days after the end of said period at the Maximum Resale Price, but subject to all rights and



place as the selected purchaser may designate in said notice. The Closing shall occur at such time and on such date as shall be specified in a written notice from the selected purchaser to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in Section 4(a) above.

(c) To enable Owner to make conveyance as herein provided, Owner may, if Owner so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed. Nothing contained herein as to the Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the election of the selected purchaser to take title, nor anything else in this Deed Rider shall be deemed to waive, impair or otherwise affect the priority of the rights herein over matters appearing of record, or occurring, at any time after the recording of this Deed Rider, all such matters so appearing or occurring being subject and subordinate in all events to the rights herein.

(d) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the selected purchaser.

(e) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date of the execution of the purchase and sale agreement, reasonable wear and tear only excepted.

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which case the Owner shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

- (A) pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owner for any partial restoration, or

(B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the selected purchaser a credit against the purchase price, on delivery of the deed, equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Owner for any partial restoration.

6. Resale and Transfer Restrictions. (a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and unless there is also recorded a new Deed Rider executed by the selected purchaser, which new Deed Rider is identical in form and substance to this Deed Rider.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the deed rider, together with recording information. Failure of the Owner, or Owner's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. Survival of Restrictions Upon Exercise of Remedies by Mortgagees. (a) The holder of record of any mortgage on the Property (each, a "Mortgage") shall notify the Monitoring Agent, the Municipality and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the Monitoring Agent and the Municipality as set forth in this Deed Rider, and to the senior Mortgagee(s) as set forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Deed Rider.

(b) The Owner grants to the Municipality or its designee the right and option to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner)(the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the Municipality or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Municipality or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Purchaser), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Municipality or its designee, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Municipality or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Municipality and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Deed Rider, as set forth below.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Municipality for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the Municipality. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Municipality.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider.

N O T

N O T

(h) The Owner understands and agrees that nothing in this Deed Rider or the Regulatory Agreement (i) in any way constitutes a promise or guarantee by MassHousing, DHCD, the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

8. Covenants to Run With the Property. (a) This Deed Rider, including all restrictions, rights and covenants contained herein, is an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, having the benefit of Section 32 of such Chapter 184, and is enforceable as such. This Deed Rider has been approved by the Undersecretary of DHCD.

(b) In confirmation thereof the Grantor and the Owner intend, declare and covenant (i) that this Deed Rider, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (ii) are not merely personal covenants of the Owner, and (iii) shall enure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and DHCD and their successors and assigns, for the Term. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Deed Rider to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

9. Notice. Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

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

Grantor: The Valle Group, Inc.  
70 East Falmouth Highway, Suite 3  
East Falmouth, MA 02536



(ii) <sup>N O T</sup> money damages for charges in excess of the Maximum Resale Price, if <sup>N O T</sup> applicable; <sub>A N</sub> <sub>A N</sub>  
O F F I C I A L O F F I C I A L

(iii) <sup>C O P Y</sup> if the violation is a sale of the Property <sup>C O P Y</sup> to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the option to <sup>N O T</sup> locate an Eligible Purchaser to purchase <sup>N O T</sup> or itself purchase the Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Deed Rider; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.

(iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Deed Rider in the absence of a Compliance Certificate, by an action in equity to enforce this Deed Rider; and

(v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Owner or Owner's successors or assigns. The Owner hereby grants to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Deed Rider against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses. Notwithstanding anything herein to the contrary, in the event that the Monitoring Agent and/or Municipality fails to enforce this Deed Rider as provided in this Section, DHCD, if it is not named as Monitoring Agent, shall have the same rights and standing to enforce this Deed Rider as the Municipality and Monitoring Agent.

(d) The Owner for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Municipality the right to take all actions with respect to the Property which the Monitoring Agent or Municipality may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Deed Rider.

12. Monitoring Agent Services; Fees. The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Deed Rider. As partial compensation for providing these services, a Resale Fee [] shall [] shall not be payable to the Monitoring Agent on the sale of the Property to an Eligible Purchaser or any other purchaser in accordance with the terms of this Deed Rider. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring

Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

13. Actions by Municipality. Any action required or allowed to be taken by the Municipality hereunder shall be taken by the Municipality's Chief Executive Officer or designee.

14. Securability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. Independent Counsel. THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

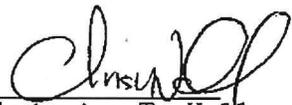
16. Binding Agreement. This Deed Rider shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Deed Rider.

17. Amendment. This Deed Rider may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

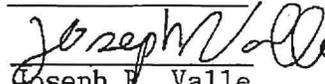
Executed as a sealed instrument this 18th day of May, 2012.

Grantor: **The Valle Group, Inc.**

Owner: **Drew T. Buckley**

By   
Christian T. Valle  
Its President

By 

By   
Joseph R. Valle  
Its Treasurer

Commonwealth of Massachusetts  
County of Barnstable A N

N O T  
A N

O F F I C I A L O F F I C I A L

On this 18<sup>th</sup> day of May, 2012, before me, the undersigned notary public,  
personally appeared Joseph R. Valle, as Treasurer of Valle Group, Inc. proved to me  
through satisfactory evidence of identification, which was known personally  
\_\_\_\_\_, to be the person whose name is signed on the preceding or attached document,  
and acknowledged to me that he/she signed it voluntarily for its stated purpose.

C O P Y

C O P Y

Julie A. Demello  
Notary Public Julie Demello  
Name:  
My commission expires: 12/21/12



NOTARY PUBLIC OFFICIAL COMMONWEALTH OF MASSACHUSETTS OFFICIAL COPY

On this 18th day of May, 2012, before me, the undersigned notary public, personally appeared Drew T. Buckley, the 18th of May in its capacity as the [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of as of

[Signature] Notary Public My commission expires:



Kevin M. Kirrane NOTARY PUBLIC Commonwealth of Massachusetts My Commission Expires Nov. 4, 2016

COMMONWEALTH OF MASSACHUSETTS

Barnstable County, ss.

On this 18 day of May, 2012, before me, the undersigned notary public, personally appeared Christian T. Valle, the President of Valle Group, Inc. in its capacity as the President of Valle Group, Inc proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of Valle Group, Inc. as President of Valle Group, Inc.

[Signature] Notary Public Julie A. Demello My commission expires: 12/21/12





**Town of Bourne  
Interdepartmental Advisory Form**



<b>Start Date:</b>	5/17/2021
<b>Owner/Applicant:</b>	Marie Oliva [508-759-6000 x12] moliva@capecodcanalchamber.org Cape Cod Canal Region Chamber of Commerce
<b>Project Location:</b>	Buzzards Bay Park 70 Main Street, Buzzards Bay
<b>Nature of Request:</b>	Cape Cod Canal Day Festival Free Admission; Food Trucks, Live Entertainment, Arts & Craft Vendors, Wine & Beer Garden, Craft, Cornhole Tournament, Children's Activities. Will require One Day Liquor License Beer and Wine Only for 09.18.20 Friday, September 17, 2021 - SET UP [8:00 A.M. - 8:00 P.M.] Saturday, September 18, 2021 - EVENT [11:00 A.M. - 6:00 P.M.] Monday, September 20, 2021 - BREAKDOWN [8:00 A.M. - 8:00 P.M.] Estimate of attendance: 5,000 Event will have police Admission will not be charged Will be requesting permission for Temporary Banner(s) and waiver of fees
<b>Liability Insurance Naming Town of Bourne as Additional Insured</b>	Has applicant provided insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No

<b>Map:</b>	23.0	<b>Parcel:</b>	1.00	<b>District:</b>	
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**Engineering:**

Date of Recording:	Lot Area:	Frontage:	Zone:	DTC
Resource District:	Town Road:	Paved:	Contiguous Lots:	No
Flood Zone:	Within 100' of Wetland:			

Owner:

Remarks:

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5/18/2021      Timothy P Lydon  
Date      Department Head

---

**Planning Department:**       Concur       Does Not Concur

Remarks: Temporary street bannes require BOS approval per Zoning Bylaw sec. 2866.

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5/18/2021      CMoore/jlc  
Date      Town Planner

---

**Planning Board:**       Concur       Does Not Concur

Remarks:

5/17/2021 SStrojny/ag  
Date Board Member

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

Remarks:

05.24.21 S. Haines/ts  
Date Conservation Agent

Board of Health:  Concur  Does Not Concur

Remarks:

5/25/2021 K. Shea  
Date Health Agent

Building Inspector:  Concur  Does Not Concur

Remarks:

5/17/2021 KMurphy/ag  
Date Building Inspector

Sewer Commissioners:  Approved  Disapproved  Not Under Sewer Jurisdiction

Remarks: there are no tents allowed in park due to irrigation lines

5/19/2021 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:

5/17/2021 A Dastous  
Date Town Collector

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

Remarks: Not Applicable

5/18/2021 CCobb  
Date Clerk's Office

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Assessors:

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

Remarks: na

5/24/2021 JPotter  
Date Assessors Office

---

Department of Public Works:  Approved  Disapproved  Not Under DPW Jurisdiction

Remarks: We ask that you leave it as you found it (ex. Trash in receptacles)

5/17/2021 Matthew Quinn  
Date Department Head

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Department of Natural Resources:  Approved  Disapproved  Not Under DNR Jurisdiction

Remarks:

5/17/2021 Chris Southwood  
Date Department Head

---

Recreation Department:  Concur  Does Not Concur  Not Under Jurisdiction

Remarks:

5/18/2021 Krissanne M. Caron  
Date Department Head

---

Police Department:  Concur  Does Not Concur  Not Under Police Jurisdiction

Remarks:

5/21/2021 Director Paul Shastany  
Date Department Head

---

Fire Department:  Concur  Does Not Concur

Remarks: Will need a fire department inspection

5/24/2021 David S. Pelonzi, Assitant Chief  
Date Department Head

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**Board of Selectmen:**

**Concurs**

**Does Not Concur**

**Remarks:**

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Date	Chairman
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## Special Event Permit Application for Buzzards Bay Park

Date of Application Feb. 18, 2021  
Date of Application

Name of Organization: Cape Cod Canal Region Chamber  
of Commerce

Organization's Mailing Address 70 Main Street, Buzzards Bay, MA 02532

Contact Person Marie Oliva

Cell Phone # 508-566-9028

Contact Person's Mailing Address 70 Main Street, Buzzards Bay, MA 02532

### Event Information:

Event Date Saturday, September 18<sup>th</sup>

Start Time: 11:00am

End Time: 6:00pm

Set Up Date Friday, September 17  
on Monday, Sept. 20<sup>th</sup>

Set Up Time: 8:00am End Clean Up Time: Breakdown

Description of Event Cape Cod Canal Day: Festival comprising of local food trucks, wine & beer garden; arts & craft vendors, live entertainment, cornhole tournament, children's activities.

# of Participants 50 volunteers; over 40 sponsors

# of Spectators 5,000 estimate

Will your event require street closing? If Yes, see Bourne Police No

Will there be food? Yes

If Yes, see Board of Health Yes

Will there be vendors? Yes  
Health Yes

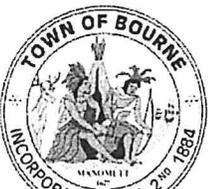
If Yes, see Board of Selectmen's Office and the Board of

Use of electricity/generators? No If Yes, see Bourne DPW

Will the Event require water? No If Yes, for what purpose?

Use of Tents? Yes If Yes, please see DPW: One tent erected with water barrels, no stakes, arts & craft vendors will all use pop up tents, 10' x 10', no stakes

Wish to block parking spaces? Yes If Yes, see DPW Yes





# INDEMNIFICATION AND RELEASE

## Town of Bourne Facility Rentals

THIS IS A LEGALLY BINDING DOCUMENT. DO NOT SIGN IT UNTIL YOU HAVE READ THE CONTENTS HEREOF AND UNDERSTAND THE SAME. IF YOU ARE IN DOUBT, CONSULT AN ATTORNEY PRIOR TO SIGNING THIS DOCUMENT.

In consideration of the permission granted to it by the Town of Bourne for the purpose of using playing fields and recreational properties owned by the Town of Bourne, the undersigned, in recognition of the fact that Bourne has no lawful obligation to permit said usage by any person, group or other entity not sponsored by the Recreation Department, does hereby release the Town of Bourne, its agents, servants, employees and volunteers from any liability whatsoever in the event of injury to any persons or any actual or perceived infringement of the personal security of any person using the said playing fields and/or recreation areas while engaged in usage authorized by the Town or to any person attending such activity and the undersigned intends this release to be effective and binding on himself/herself and all members, guests, invitees or observers of the group activity which she/he herein represents. This release is provided in addition to, and without limitation on, any and all defenses available to the Town of Bourne pursuant to the Massachusetts General Law and common law.

The undersigned, on behalf of him/herself and the members of the group or entity he/she represents, does hereby agree to indemnify the Town and its agents, servants, employees and volunteers against any and all claims, suits, actions, debts, damages, costs, charges and expenses including court costs and attorney's fees, and against all liability, losses and damages of any nature whatsoever, that the Town shall or may at any time sustain or be put to by reason of the usage of the Town owned property, as contemplated herein.

*[Handwritten Signature]*

Signature

*5/27/21*

Date

*President ICEO*

Title

*CANAL REGION CHAMBER*

Name of Organization



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/18/2021

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

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

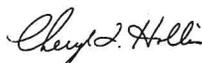
<b>PRODUCER</b> C.L. HOLLIS INSURANCE 140 Marion Rd  Wareham MA 02571	<b>CONTACT NAME:</b> Courtney Lopez <b>PHONE (A/C, No. Ext):</b> (508) 295-9500 <b>E-MAIL ADDRESS:</b> courtney@insurehollis.com	<b>FAX (A/C, No):</b> (508) 295-9898
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Cape Cod Canal Region Chamber of Commerce 70 Main St  BUZZARDS BAY MA 02532	<b>INSURER A:</b> Continental Casualty Co (cna) NAIC # 20443	
	<b>INSURER B:</b> Travelers Insurance	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

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

**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

<b>CERTIFICATE HOLDER</b>  TOWN OF BOURNE 24 PERRY AVENUE  BUZZARDS BAY MA 02532	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  



**Town of Bourne  
Interdepartmental Advisory Form**



<b>Start Date:</b>	5/17/2021
<b>Owner/Applicant:</b>	Marie Oliva [508-759-6000 x12] Cape Cod Canal Region Chamber of Commerce
<b>Project Location:</b>	70 Main Street, Buzzards Bay, MA 02532
<b>Nature of Request:</b>	2021 Summer Concerts in the Park Every Thursday evening July and August 2021 [7/1/21>8/26/21] 7/1,7/8,7/15,7/22,7/29,8/5,8/12,8/19,8/26 6:30 p.m. - 8:30 p.m. Estimated Attendance: 200 - 300 No Food 3 people to man the event Open to the public at no charge
<b>Liability Insurance Naming Town of Bourne as Additional Insured</b>	Has applicant provided insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No

<b>Map:</b>	23.0	<b>Parcel:</b>	1.00	<b>District:</b>	
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**Engineering:**

<b>Date of Recording:</b>		<b>Lot Area:</b>		<b>Frontage:</b>		<b>Zone:</b>	DTC
<b>Resource District:</b>		<b>Town Road:</b>		<b>Paved:</b>		<b>Contiguous Lots:</b>	
<b>Flood Zone:</b>	AE 16	<b>Within 100' of Wetland:</b>	Yes				

**Owner:**

**Remarks:**

5/18/2021                      Timothy P Lydon  
Date                              Department Head

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

**Remarks:**

5/18/2021                      CMoore/jlc  
Date                              Town Planner

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

**Remarks:**

5/17/2021                      SStrojny/ag  
Date                              Board Member

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

Remarks:

5/24/2021 S. Haines/ts  
Date Conservation Agent

---

Board of Health:  Concur  Does Not Concur

Remarks:

5/25/2021 K. Shea  
Date Health Agent

---

Building Inspector:  Concur  Does Not Concur

Remarks:

5/17/2021 KMurphy/ag  
Date Building Inspector

---

Sewer Commissioners:  Concur  Does Not Concur

Remarks: No tents to be set up in park due to irrigation lines.

5/19/2021 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:

5/17/2021 A Dastous  
Date Town Collector

---

Town Clerk:

If not corporation has business certificate been issued?  Yes  No

Remarks: Not Applicable

5/18/2021 CCobb  
Date Clerk's Office

---

**Assessors:**

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

Remarks: na

5/24/2021

JPotter

Date

Assessors Office

---

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

Remarks: We just ask that you leave park the way you found it. (Trash in receptacles ect.) Thank You.

5/17/2021

Matthew Quinn

Date

Department Head

---

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

Remarks:

5/17/2021

Chris Southwood

Date

Department Head

---

**Recreation Department:**  Concurrs  Does Not Concur  Not Under Jurisdiction

Remarks:

5/18/2021

Krissanne Caron

Date

Department Head

---

**Police Department:**  Concurrs  Does Not Concur  Not Under Police Jurisdiction

Remarks:

5/21/2021

Director Paul Shastany

Date

Department Head

---

**Fire Department:**  Concurrs  Does Not Concur

Remarks:

5/24/2021

David S. Pelonzi, Assistant Chief

Date

Department Head

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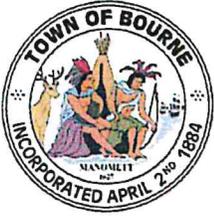
**Board of Selectmen:**  Concurrs  Does Not Concur

Remarks:

Date

Chairman

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Town of Bourne

Special Event Permit Application for Buzzards Bay Park

Date of Application 2-19-21 Name of Organization: Cape Cod Canal  
Region Chamber of Commerce

Organization's Mailing Address: 70 Main Street, Buzzards Bay, MA 02532

Contact Person Marie Oliva Cell Phone # 508-566-9028

Contact Person's Mailing Address 70 Main Street, Buzzards Bay, MA 02532

*Event Information:*

Event Date: Every Thursday evening July & August Start Time: 6:30pm End Time: 8:30pm

July 1, July 8, July 15, July 22, July 29, August 5, August 12, August 19, August 26

Set Up Date Every Thursday evening July & August Set Up Time: 5:30pm End Clean: 8:30pm

Description of Event: Concerts by the Canal; offering all types of music from local bands, average attendance 2-300 people each concert

# of Participants 3 people to man the event # of Spectators 200-300 range

Will your event require street closing? If Yes, see Bourne Police No

Will there be food? No If Yes, see Board of Health

Will there be vendors? Yes; no food, estimate a dozen pop ups 10' x 10' ; no stakes in ground  
If Yes, see Board of Selectmen's Office and the Board of Health Yes

Use of electricity/generators? Yes If Yes, see Bourne DPW Yes

Will the Event require water? No If Yes, for what purpose?

Use of Tents? No If Yes, please see

Wish to block parking spaces? No If Yes, see DPW

**Board of Selectmen  
Minutes of Tuesday, April 6, 2021  
Zoom Remote – Public Access**

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TA Tony Schiavi  
ATA Glenn Cannon

**Selectmen**

Judy Froman, Chair  
James Potter, Vice Chair  
George Slade, Clerk  
Jared MacDonald  
Peter Meier

Others: Erica Flemming, Kathleen Thut, Lisa Sullivan – Green Communities, Michael Ellis, Neil Langille, Renee Gratis, Richard Conron, Marie Oliva, Brandon Esip, Chris & Barb Dodge, Debra Ross, Jean Janahan, Jerry Hill - Calamar, Karen, Margaret Song, Mike Rausch, MJ Mastrangelo, PH Sastany, Suzanne Bilodeau, Bradshaw Lupton

**7.a. Discussion and possible vote on a request by Chamber of Commerce to reserve the date for the Summer 2021 Concerts on the Canal and Canal Day in September 2021.**

**Organization: Cape Cod Canal Region Chamber of Commerce; Mailing Address: 70 Main Street, Buzzards Bay, MA 02532; Contact Person: Marie Oliva; Event Date: Every Thursday evening July & August; Start time: 6:30 p.m., End time: 8:30 p.m. July 1, July 8, July 15, July 22, July 29, August 5, August 12, August 19, August 26; Set up Date: Every Thursday evening July & August, Set Up Time: 5:30 p.m. End 8:30 p.m.**

**Concerts by the Canal offering all types of music from local bands, average attendance 200-300 people each concert. Participants: 3 People to man the event; Vendors: No Food Vendors, Estimate a dozen pop ups 10'x10' no stakes in ground; Electricity: Yes; Water: No**

Maria Oliva, Cape Cod Canal Region Chamber, said she would like to reserve the dates for the concerts by the canal, every Thursday night in July and August. We believe it should be OK to have the outdoor concerts in July and August. Will put in a full application at a later date, want to make sure we can reserve those dates.

Ms. Oliva also spoke about Cape Cod Canal Day, want to schedule it for Saturday Sept. 18<sup>th</sup> at Buzzards Bay Park. Will put in a full application once we know more information. Would like to reserve the space for the event.

Peter Meier said the crosswalks have no accessible lighting in that area and brought up maybe getting temporary solar light in the crosswalk area so residents can safely use the crosswalks at night.

**Voted:** George Slade moved and seconded by Peter Meier to reserve the Buzzards Bay Park on the date of September 18, 2021 for the Canal Area Chamber for the Canal Day event. The Canal Area Chamber shall apply for the permit when appropriate.

**Roll Call Vote:** James Potter – Yes, George Slade - Yes, Peter Meier - Yes, Jared MacDonald - Yes, Judy Froman - Yes

Vote: 5-0-0.

**Voted:** George Slade moved and seconded by Peter Meier to reserve the Buzzards Bay Park on July 1, July 8, July 15, July 22 and July 29 from 6:30 p.m. to 8:30 p.m. and August 5, August 12, August 19 and August 26 from 5:30 p.m. to 8:30 p.m. for the Canal Area Chamber. The Canal Area Chamber shall apply for the permit when appropriate.

**Roll Call Vote:** James Potter – Yes, George Slade - Yes, Peter Meier - Yes, Jared MacDonald - Yes, Judy Froman - Yes

Vote: 5-0-0.

## 5) License/Appointments

- a. Chamber of Commerce – Cape Cod Canal Day – One Day Beer & Wine for 9-14-2019
- b. Chamber of Commerce – Cape Cod Canal Day - Waiver of Fees
- c. Council on Aging – Joe Donatelle
- d. Hawes Road Block Party Road Closure July 4<sup>th</sup>
- e. Oak Bluff Block Party – Partial Road Closure July 4<sup>th</sup>
- f. Selectmen Committee Appointments

5.a Maria Oliva Cape Cod Canal Chamber of Commerce, Buzzards Bay Park, 70 Main Street, Buzzards Bay. Cape Cod Canal Day – Family oriented event, music, entertainment, self-contained food trucks, vendors. Revised Description of event: Free Admission: Food trucks, Live Entertainment, Arts & Craft Vendors, Wine & Beer Craft, Cornhole Tournament, Children’s Activities. Will require One Day Liquor License Beer and Wine only for 9-14-19. Friday, September 13, 2019 – Set up 7:00 a.m. – 8:00 p.m.; Saturday, September 14, 2019 – Event 7:00 a.m. – 8:00 p.m. Monday, September 16, 2019 – Breakdown 7:00 a.m. – 8:00 p.m. Estimate of attendance 3,000 – 5,000; Event will have Police. Admission will not be charged. Remarks: Planning Department - Temporary street banner require Selectmen approval per §2866. Board of Health - Pending all food truck permits obtained in advance. Department of Public Works – Would like to meet one month prior to event. Recreation Department: Fee of \$40/hour electrical to be assessed upon approval of the Board of Selectmen. A fee waiver may be requested from the Board. If using water group must contact the Water Department. Police Department – Numerous police details are required and the final event plan will be reviewed at least one month prior to the event. Some minor improvements to the event plan are required based on the 2018 event. Please list the person responsible for the liquor license on the license itself. Fire Department – Will need inspections on food trucks prior to opening event, Permit is required.

Maria Oliva, Cape Cod Canal Region Chamber, said they are requesting one day license for craft beer and wine only on 9/14/19 from 11:00 a.m. to 6:00 p.m. We have food trucks, live entertainment, cornhole tournament, 5k canal run road race, Mass Maritime Entertainment, we have over 75 craft vendors signed up.

George Slade question if the Insurance Policy also covers the Road Race. Maria Olivia said it does cover both, the event and the race.

**Voted:** Jared MacDonald moved and seconded by Peter Meier to approve Cape Cod Canal Days One Day Beer & Wine only license for 9-14-19 subject to conditions on the route slip. Vote: 5-0.

Ms. Froman said there is also a request for the waiver of the fees.

Maria Oliva said we do not charge admission; we feel it should be open to the public. We are a non-profit 501(C)3 foundation.

Mr. Potter questioned the waiver of the fees because the food, beer & wine trucks can bring in a lot of money. Ms. Oliva said we make money from the sponsors and the space fees, we don’t make money from the sale of the food, beer and wine.

**Voted:** Peter Meier moved and seconded by Jared MacDonald to approve the waiver of fees for Cape Cod Canal Day event.

James Potter questioned if they should look at the electrical fee. Most events run for a few hours. This event would run up an electrical bill according to the event hours. Is there a threshold that would cover for the whole day?

Gary Maloney Buzzards Bay, questioned can you waive the utility fee or just the application fee. The first year the fee was waived, it was a one-year waiver in the interest of unity and building good will, for the first year of Canal Day. It seems they are going to be asking for the waiver of the fee every year. They should have to pay the fee. They have enough sponsors to help defray the cost. I would be willing to pay their fee if they can't pay it, but not the electric or water fee.

Tom Guerino said the Board of Selectmen have the right to waive fees.

Peter Meier said this is done for economic development and to give back to the community. Some of the money they raise goes towards scholarships.

Maria Oliva said we are a non-profit organization that gives back to the community. We requested the fees to be waived as gesture of good will. We offer free concerts all year long, so when we raise money we take the money and pay for the bands and the programs that we have.

James Potter questioned is the motion to waive all the fees. Tom Guerino said it is to waive all the fees except the security deposit.

**Vote:** 4-1-0.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/18/2021

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

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

<b>PRODUCER</b> C.L. HOLLIS INSURANCE 140 Marion Rd Wareham MA 02571	<b>CONTACT NAME:</b> Courtney Lopez <b>PHONE (A/C, No, Ext):</b> (508) 295-9500 <b>E-MAIL ADDRESS:</b> courtney@insurehollis.com	<b>FAX (A/C, No):</b> (508) 295-9898
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Cape Cod Canal Region Chamber of Commerce 70 Main St BUZZARDS BAY MA 02532	<b>INSURER A:</b> Continental Casualty Co (cna) NAIC # 20443	
	<b>INSURER B:</b> Travelers Insurance	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

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

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

<b>CERTIFICATE HOLDER</b> TOWN OF BOURNE 24 PERRY AVENUE BUZZARDS BAY MA 02532	<b>CANCELLATION</b> 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 



---

**Date**                      **Conservation Agent**

---

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

**Remarks:**

---

**4/22/2021**                      **K.Shea**  
**Date**                      **Health Agent**

---

**Building Inspector:**                       **Concurs**                       **Does Not Concur**

**Remarks:**

---

**4/14/2021**                      **KMurphy/ag**  
**Date**                      **Building Inspector**

---

**Sewer Commissioners:**     **Approved**     **Disapproved**     **Not Under Sewer Jurisdiction**

**Remarks:**

---

**4/28/2021**                      **mquinn(njs)**  
**Date**                      **Department Head**

---

**Town Collector:**                       **Outstanding Taxes**                       **Taxes Paid In Full**

FY	RE	\$0.00	FY	RE	\$0.00	FY	RE	\$0.00
FY	RE	\$0.00	FY	RE	\$0.00	FY	RE	\$0.00
FY	RE	\$0.00	FY	RE	\$0.00	FY	RE	\$0.00

**Remarks:**

---

**4/13/2021**                      **A Dastous**  
**Date**                      **Town Collector**

---

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

**Remarks:** Not Applicable

---

**4/13/2021**                      **CCobb**  
**Date**                      **Clerk's Office**

---

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

**Remarks:** na

4/13/2021  
Date

JPotter  
Assessors Office

---

Department of Public Works:  Approved  Disapproved  Not Under DPW Jurisdiction

Remarks:

4/28/2021  
Date

Matthew Quinn  
Department Head

---

Department of Natural Resources:  Approved  Disapproved  Not Under DNR Jurisdiction

Remarks: Permitted parking may be impacted

4/13/2021  
Date

Chris Southwood  
Department Head

---

Recreation Department:  Concur  Does Not Concur  Not Under Jurisdiction

Remarks:

4/13/2021  
Date

Krissanne M. Caron  
Department Head

---

Police Department:  Concur  Does Not Concur  Not Under Police Jurisdiction

Remarks: Concur with the understanding that if vehicles will be using the Sagamore Beach parking lot that all vehicles have valid beach stickers or utilize remote parking and transport to the beach.

4/30/2021  
Date

Lt. Brandon M. Esip  
Department Head

---

Fire Department:  Concur  Does Not Concur

Remarks:

4/14/2021  
Date

David S. Pelonzi, Assistant Chief  
Department Head

---

Board of Selectmen:  Concur  Does Not Concur

Remarks:

Date

Chairman

---



# TOWN OF BOURNE

## Board of Selectmen

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



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

### APPLICATION FOR THE USE OF TOWN PROPERTY

Individual/Organization Lynn Willey + Jay Kenney

Address (mailing) B37 Scotty Hollow Dr  
North Chelmsford, Ma 01863

Home/Business Address Same

Home Telephone # [REDACTED]

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

Contact Person Lynn Willey

Email address: [REDACTED]

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

Name: Sagamore Beach

Location: Corner of Shawmut Rd + Sagamore Rd

Purpose: \*\*\* Wedding Ceremony

No tent No food - maybe an arch + benches  
\*\*\*Please indicate if a tent will be used or food served/available at event\*\*\*

Date(s) July 11, 2021

Time(s)  
From 10:00 am (time first person will arrive)

To 12:00 pm (time last person will leave)

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

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

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

**(PLEASE COMPLETE THE REVERSE SIDE OF THIS FORM)**

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

Estimated Attendance 30 people

Will the affair be policed? Yes  No

Will admission be charged: Yes  No

Signed Lynn Willey

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

**HOLD HARMLESS AGREEMENT**

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

Wedding Ceremony

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

Signature of Organization Lynn Willey

Printed Name Lynn Willey

Title \_\_\_\_\_ Dated 11/2/20

\*\*\*\*\*

**FOR TOWN ADMINISTRATOR'S USE ONLY**

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

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

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

Town Administrator

\_\_\_\_\_  
Anthony Schiavi  
Town Administrator

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

# MASSACHUSETTS

## DRIVER'S LICENSE

NOT FOR FEDERAL ID

USA  
LWB



4a ISS  
12/03/2018

4d NUMBER

4b EXP  
11/05/2023

3 DOB

9 CLASS  
D

12 REST  
NONE

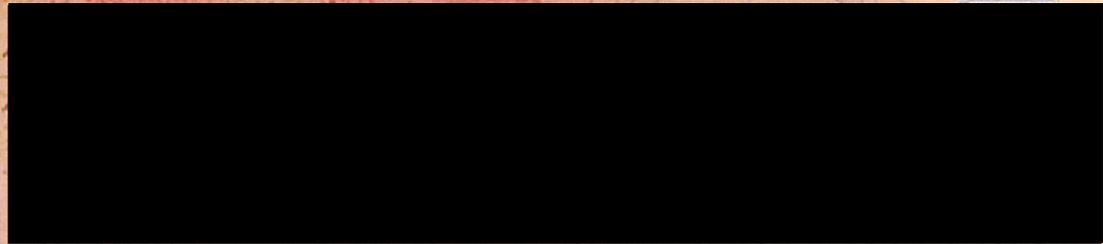
5d END  
NONE

1 WILLEY

2 LYNN E

8 B37 SCOTTY HOLLOW DR  
NORTH CHELMSFORD, MA 01863-1223

*Lynn Willey*





**Town of Bourne  
Interdepartmental Advisory Form**



<b>Start Date:</b>	5/19/2021
<b>Owner/Applicant:</b>	4 <sup>th</sup> Annual Monument Beach Polar Club Annual Food Drive Diane Woodside [mbpc02553@gmail.com - 508-759-8904 x3]
<b>Project Location:</b>	Monument Beach Beach Parking Lot
<b>Nature of Request:</b>	June 27, 2021 7:00 a.m. to 11:00 a.m. As done in the past, I would park my vehicle (affixed with a current beach sticker) in 1-spot of the lot, & when donors pull-up, I'll remove their food-stuffs from their car, & they'll drive away. I would then utilize any current covid protocols in effect (i.e. disinfect packaging), & make arrangements with Karen Ross to deliver what was collected to the Bourne Food Pantry per whatever is conducive to their time frame @ that time.
<b>Liability Insurance Naming Town of Bourne as Additional Insured</b>	Has applicant provided insurance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

<b>Map:</b>		<b>Parcel:</b>		<b>District:</b>	
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**Engineering:**

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

**Owner:**  
**Remarks:**

5/19/2021                      Timothy P Lydon  
Date                              Department Head

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

**Remarks:**

5/24/2021                      CMoore/jlc  
Date                              Town Planner

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

**Remarks:**

5/19/2021                      Liz Brown/ag  
Date                              Board Member

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

Need not File

Remarks:

5/24/2021

S. Haines/ts

Date

Conservation Agent

Board of Health:

Concurs

Does Not Concur

Remarks:

5/25/2021

Terri Guarino

Date

Health Agent

Building Inspector:

Concurs

Does Not Concur

Remarks:

5/19/2021

KMurphy/ag

Date

Building Inspector

Sewer Commissioners:  Approved  Disapproved  Not Under Sewer Jurisdiction

Remarks:

5/19/2021

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:

5/21/2021

A Dastous

Date

Town Collector

Town Clerk:

If not corporation has business certificate been issued?  Yes  No

Remarks: Not Applicable

5/19/2021

CCobb

Date

Clerk's Office

Assessors:

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

Remarks: NA

5/24/2021

JPotter

Date

Assessors Office

---

Department of Public Works:  Approved  Disapproved  Not Under DPW Jurisdiction

Remarks:

5/19/2021

Matthew Quinn

Date

Department Head

---

Department of Natural Resources:  Approved  Disapproved  Not Under DNR Jurisdiction

Remarks:

5/19/2021

Chris Southwood

Date

Department Head

---

Recreation Department:  Concur  Does Not Concur  Not Under Jurisdiction

Remarks:

5/20/2021

Krissanne M. Caron

Date

Department Head

---

Police Department:  Concur  Does Not Concur  Not Under Police Jurisdiction

Remarks:

5/20/2021

Lt. Brandon Esip

Date

Department Head

---

Fire Department:  Concur  Does Not Concur

Remarks:

5/19/2021

David S. Cody

Date

Department Head

---

Board of Selectmen:  Concur  Does Not Concur

Remarks:

Date

Chairman

---

## Rebello, Mary

---

**From:** Mo Beach <mbpc02553@gmail.com>  
**Sent:** Monday, May 17, 2021 10:55 AM  
**To:** Sundman, Nancy; Rebello, Mary  
**Subject:** MBPC Annual Food Drive

Good Morning Nancy & Mary ~ Now that Debbie has retired, I'm writing to you both on behalf of the **Monument Beach Polar Club (MBPC)** to get permission from the Town to hold it's **4th Annual Food Drive to benefit the Bourne Food Pantry on Sunday, June 27th from 7-11am @ the Mo Beach parking lot** (in commemoration of the 1/2 way mark to our 25th Anniversary Polar Plunge on New Year's Day 2022).

As done in the past, I would park my vehicle (affixed with a current beach sticker) in 1-spot of the lot, & when donors pull-up, I'll remove their food-stuffs from their car, & they'll drive away. I would then utilize any current covid protocols in effect (i.e. disinfect packaging), & make arrangements with Karen Ross to deliver what was collected to the Bourne Food Pantry per whatever is conducive to their time frame @ that time.

Kindly let me know if same would be allowed again this year. Once I hear back from you, I'll promote this community event via our facebook page & email blast. THANK YOU for any assistance with this matter... we truly appreciate it!

~ Diane Woodside, MBPC Member

---

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



04/02/2021

Samuel Haines

Date

Conservation Agent

Board of Health:  Concur  Does Not Concur

Remarks:

5/24/2021

Terri Guarino

Date

Health Agent

Building Inspector:  Concur  Does Not Concur

Remarks:

4/14/2021

KMurphy/ag

Date

Building Inspector

Sewer Commissioners:  Approved  Disapproved  Not Under Sewer Jurisdiction

Remarks:

5/7/2021

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:

4/13/2021

A Dastous

Date

Town Collector

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

Remarks: Not Applicable

4/13/2021

CCobb

Date

Clerk's Office

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

Remarks: NA

4/28/2021

JPotter

Date

Assessors Office

---

Department of Public Works:  Approved  Disapproved  Not Under DPW Jurisdiction

Remarks:

4/30/2021

Matthew Quinn

Date

Department Head

---

Department of Natural Resources:  Approved  Disapproved  Not Under DNR Jurisdiction

Remarks:

4/13/2021

Chris Southwood

Date

Department Head

---

Recreation Department:  Concur  Does Not Concur  Not Under Jurisdiction

Remarks:

4/13/2021

Krissanne M. Caron

Date

Department Head

---

Police Department:  Concur  Does Not Concur  Not Under Police Jurisdiction

Remarks: Must contact Lt. John Stowe at least two weeks prior to the event to discuss traffic arrangements and police details.

4/30/2021

Lt. Brandon M. Esip

Date

Department Head

---

Fire Department:  Concur  Does Not Concur

Remarks:

4/14/2021

David S. Pelonzi, Assistant Chief

Date

Department Head

---

Board of Selectmen:  Concur  Does Not Concur

Remarks:

Date

Chairman

---



March 1, 2021

Town Administrator  
Bourne Town Hall  
24 Perry Ave.  
Bourne, MA. 02532

To Whom It May Concern:

We will be holding our 37th annual Cape Cod Getaway MS Bike Ride on July 10th, 2021. This year it will be a one-day, 75-mile bicycle tour that attracts about 1000 cyclists, who ride from Quincy, Mass. to Bourne, Mass. to raise funds to support the National Multiple Sclerosis Society.

We respectfully request the use of local and state roads in the city of Bourne for the ride on July 10<sup>th</sup>. I have enclosed cue sheets showing our proposed route. Cyclists will be instructed to ride single file, on the right side of the road, and to follow all vehicle laws, including stopping at red lights and stop signs.

We will hire Bourne police officers to work safety details. We operate a support team consisting of medical personnel, bicycle mechanics, and amateur (HAM) radio operators. Our lead HAM radio operator monitors all emergency radio frequencies, so that we can close or redirect our route should that become necessary.

Please let me know if there are additional steps, permits or permissions I must take to assure approval of the city of Bourne to host our event. I have also provided an Event Notification Form from the Massachusetts Department of Transportation that you can use to indicate your approval for our request.

If you need any further information or have any questions regarding this request, please don't hesitate to call me. Thank you for your continued support of the Cape Cod Getaway MS Bike Ride.

Best Regards,

Preston Steblein  
Event Manager  
Promoter Line, Inc  
PO Box 2028, Colleyville, Texas 76034  
817-909-0549 (cell)  
preston@promoterline.com



**MS Cape Cod Getaway Day 1**

Turn by turn		7:00:00	Start time	8:30:00 AM		20	8
Mile	Go	Turn Notes			Fastest	Slowest	
0	0	Start of route			7:00:00	8:30:00	
0.44	0.44	Turn right onto Newport Avenue Extension			7:01:16	8:33:10	
0.58	0.14	Slight right onto the W Squantum St ramp			7:01:40	8:34:11	
0.64	0.06	Sharp left onto W Squantum St			7:01:51	8:34:36	
1.71	1.07	Turn right onto Quincy Shore Dr			7:04:55	8:42:19	
4.32	2.61	Turn right toward Sea St			7:12:26	9:01:06	
4.35	0.03	Slight right onto Sea St			7:12:32	9:01:19	
4.67	0.32	Turn left onto Southern Artery			7:13:27	9:03:37	
5.68	1.01	Turn left onto Washington St			7:16:22	9:10:54	
6.22	0.54	At the traffic circle, take the 3rd exit onto MA-3A S/Washington St			7:17:55	9:14:47	
11.14	4.92	Turn right onto Water St			7:32:05	9:50:12	
11.53	0.39	Turn left onto Main St			7:33:12	9:53:01	
12.1	0.57	Continue straight onto Middle St			7:34:51	9:57:07	
12.39	0.29	Continue onto Union St			7:35:41	9:59:12	
13.22	0.83	Turn left to stay on Union St			7:38:04	10:05:11	
13.58	0.36	<b>Rest Stop 1 - Wompatuch State Forest</b>			7:39:07	10:07:47	
15.87	2.29	Turn left onto Mt Hope St			7:45:42	10:24:16	
16.59	0.72	Continue onto Clapp Rd			7:47:47	10:29:27	
18.99	2.4	Turn right onto Grove St			7:54:41	10:46:44	
19.86	0.87	Continue onto Maple St			7:57:12	10:53:00	
20.68	0.82	Continue onto Winter St			7:59:34	10:58:54	
21.04	0.36	Turn left onto Cross St			8:00:36	11:01:29	
22.02	0.98	Turn right onto MA-123 W			8:03:25	11:08:33	
22.08	0.06	Turn left onto Neal Gate St			8:03:35	11:08:59	
22.94	0.86	Turn right onto MA-3A S			8:06:04	11:15:10	
23.69	0.75	Turn left onto Summer St			8:08:14	11:20:34	
24.47	0.78	Turn right onto Prospect St			8:10:28	11:26:11	
24.96	0.49	Continue onto Old Main St			8:11:53	11:29:43	
25.1	0.14	Turn left onto Pleasant St			8:12:17	11:30:43	
25.9	0.8	<b>Rest Stop 2 - Eames Way School</b>			8:14:36	11:36:29	
26.47	0.57	Turn right onto Summer St			8:16:14	11:40:35	
27.16	0.69	Turn left onto Elm St			8:18:13	11:45:33	
27.45	0.29	Slight right to stay on Elm St			8:19:03	11:47:38	
28.04	0.59	Slight left to stay on Elm St			8:20:45	11:51:53	
28.06	0.02	Turn right to stay on Elm St			8:20:49	11:52:02	
28.14	0.08	Continue onto Ferry St			8:21:03	11:52:36	
28.71	0.57	Slight right to stay on Ferry St			8:22:41	11:56:43	
29.34	0.63	Slight left to stay on Ferry St			8:24:30	12:01:15	
30.72	1.38	Keep left to stay on Ferry St			8:28:28	12:11:11	
30.91	0.19	Turn left onto Main St			8:29:01	12:12:33	
31.49	0.58	Turn left onto Ocean St			8:30:41	12:16:44	
31.89	0.4	Turn right onto Moraine St			8:31:51	12:19:36	
32.23	0.34	Turn right onto Acorn St			8:32:49	12:22:03	
33.14	0.91	Continue onto Franklin St			8:35:27	12:28:36	
33.32	0.18	Continue onto Lincoln St			8:35:58	12:29:54	
33.52	0.2	Turn left onto Temple St			8:36:32	12:31:21	
34.79	1.27	Slight left onto MA-14 E			8:40:12	12:40:29	
35.75	0.96	Continue onto St George St			8:42:58	12:47:24	
36.3	0.55	Turn right onto Alden St			8:44:33	12:51:22	



**MS Cape Cod Getaway Day 1**

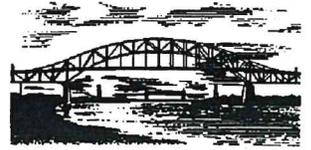
Turn by turn		7:00:00	Start time	8:30:00 AM		20	8
Mile	Go	Turn Notes				Fastest	Slowest
36.43	0.13	Turn left				8:44:55	12:52:18
36.51	0.08	Turn left				8:45:09	12:52:52
36.75	0.24	<b>Lunch Duxbury High School</b>				8:45:50	12:54:36
36.76	0.01	Turn right onto St George St				8:45:52	12:54:40
37.15	0.39	Turn right onto Washington St				8:47:00	12:57:29
39.1	1.95	Continue onto Bay Rd				8:52:36	13:11:31
41.2	2.1	Turn left onto Loring St				8:58:39	13:26:38
41.44	0.24	Continue onto Landing Rd				8:59:21	13:28:22
42.43	0.99	Turn left onto Main St				9:02:12	13:35:30
42.52	0.09	Turn right onto MA-80 W/Brook St				9:02:27	13:36:09
43.17	0.65	Turn left onto MA-80 W				9:04:20	13:40:49
43.6	0.43	Slight left onto Indian Pond Rd				9:05:34	13:43:55
45.18	1.58	Turn left onto MA-80 W				9:10:07	13:55:18
47.11	1.93	<b>Rest Stop 4 - Sacred Heart High School</b>				9:15:41	14:09:12
47.16	0.05	Turn left onto MA-80 W				9:15:49	14:09:33
48.72	1.56	Turn left onto Carver Rd				9:20:19	14:20:47
48.98	0.26	Turn right onto 7 Hills Rd				9:21:04	14:22:39
49.65	0.67	Continue onto Federal Furnace Rd				9:23:00	14:27:29
49.93	0.28	Turn left onto Micajah Pond Rd				9:23:48	14:29:30
49.97	0.04	Slight left onto Black Cat Rd				9:23:55	14:29:47
51.63	1.66	Turn right onto Watercourse Rd				9:28:42	14:41:44
52.12	0.49	Continue onto Rocky Pond Rd				9:30:06	14:45:16
54.7	2.58	Continue onto Bare Hill Rd				9:37:32	15:03:50
56.28	1.58	Turn left onto Federal Pond Rd				9:42:05	15:15:13
56.49	0.21	Turn right				9:42:41	15:16:44
57.67	1.18	Turn left onto Bare Hill Rd				9:46:05	15:25:13
57.9	0.23	Sharp left onto Lower College Pond Rd				9:46:45	15:26:53
59.97	2.07	<b>Rest Stop 5 College Pond Recreational Area</b>				9:52:43	15:41:47
60.34	0.37	Continue onto Upper College Pond Rd				9:53:47	15:44:27
60.72	0.38	Continue onto Alden Rd				9:54:52	15:47:11
62.13	1.41	Turn right onto Long Pond Rd				9:58:56	15:57:20
65.73	3.6	Turn right onto Halfway Pond Rd				10:09:18	16:23:15
66.4	0.67	Turn left onto Bourne Rd				10:11:14	16:28:05
67.27	0.87	<b>Rest Stop 6 South Elementary School</b>				10:13:44	16:34:21
69.86	2.59	Slight left to stay on Bourne Rd				10:21:12	16:53:00
72.25	2.39	Continue onto Plymouth Ln				10:28:05	17:10:12
72.39	0.14	Turn left onto Head of the Bay Rd				10:28:29	17:11:12
73.33	0.94	Turn right onto Puritan Rd					
74.3	0.97	Turn left onto St Margarets St				10:33:59	17:24:58
74.68	0.38	Turn right onto Main St				10:35:05	17:27:42
75.01	0.33	Turn left onto Academy Dr				10:36:02	17:30:04
75.41	0.4	Finish				10:37:11	17:32:57



# TOWN OF BOURNE

## Board of Selectmen

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



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

### APPLICATION FOR THE USE OF TOWN PROPERTY

Individual/Organization National MS Society

Address (mailing) 101 A First Ave, Suite 6 - Waltham, MA 02451

Home/Business Address same

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

Business Telephone # 781-693-5154

Contact Person Emily Rivera

Email address [REDACTED]

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

Name: Public roads

Location: See attached route

Purpose: \*\*\* Bike ride to raise money to find a cure for Multiple Sclerosis

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

Date(s) July 10, 2021

Time(s)  
From 11am (time first person will arrive)

To 5pm (time last person will leave)

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

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

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

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

Estimated Attendance 1200

Will the affair be policed? Yes  as needed No   
Will admission be charged: Yes  No

Signed Emily Rivera

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

**HOLD HARMLESS AGREEMENT**

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

\_\_\_\_\_

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

Signature of Organization Emily Rivera

Printed Name Emily Rivera

Title Event Manager Dated 3/15/21

\*\*\*\*\*

**FOR TOWN ADMINISTRATOR'S USE ONLY**

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

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

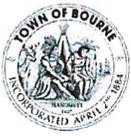
APPROVED \_\_\_\_\_ NOT APPROVED \_\_\_\_\_

Town Administrator

\_\_\_\_\_  
Anthony Schiavi  
Town Administrator

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





**Town of Bourne  
Interdepartmental Advisory Form**



<b>Start Date:</b>	5/24/2021
<b>Owner/Applicant:</b>	Sagamore Beach Colony Club Sandi Lacasse - Organizer Deanna Waldron, Treasurer - [REDACTED]
<b>Project Location:</b>	30 Robinson Road, Sagamore Beach, MA 02562 Fisher Tennis Courts
<b>Nature of Request:</b>	7/10/21 - 6:00 p.m. 10:00 p.m. [set up and breakdown 5:00 p.m. to 11:00 p.m.] Annual Fundraiser Entertainment License for live band 6:00 p.m. to 10:00 p.m. with 1/2 hour break. One Day Liquor License for All Kinds of Alcoholic Beverages Parking around the area with most walking - Members Only Attendance: 90
<b>Liability Insurance Naming Town of Bourne as Additional Insured</b>	Has applicant provided insurance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

<b>Map:</b>	4.3	<b>Parcel:</b>	81	<b>District:</b>	
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**Engineering:**

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

Owner:

Remarks:

5/25/2021                      TL/jp  
Date                              Department Head

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

Remarks:

5/25/2021                      CMoore/jlc  
Date                              Town Planner

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

Remarks:

5/24/2021                      Liz Brown/ag  
Date                              Board Member

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

Need not File

Remarks:

05.25.21 S.Haines/ts  
Date Conservation Agent

Board of Health:  Concurs  Does Not Concur

Remarks: Any food vendors must file with the Board of Health

5/25/2021 Terri Guarino  
Date Health Agent

Building Inspector:  Concurs  Does Not Concur

Remarks:

5/24/2021 KMurphy/ag  
Date Building Inspector

Sewer Commissioners:  Approved  Disapproved  Not Under Sewer Jurisdiction

Remarks:

5/24/2021 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:

5/24/2021 Shelly R Murphy  
Date Town Collector

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

Remarks: Not Applicable

5/24/2021 CCobb  
Date Clerk's Office

Assessors:

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

Remarks: na

---

5/24/2021 JPotter  
Date Assessors Office

---

Department of Public Works:  Approved  Disapproved  Not Under DPW Jurisdiction

Remarks:

---

5/25/2021 Matthew Quinn  
Date Department Head

---

Department of Natural Resources:  Approved  Disapproved  Not Under DNR Jurisdiction

Remarks:

---

5/24/2021 Chris Southwood  
Date Department Head

---

Recreation Department:  Concur  Does Not Concur  Not Under Jurisdiction

Remarks:

---

5/24/2021 Krissanne M. Caron  
Date Department Head

---

Police Department:  Concur  Does Not Concur  Not Under Police Jurisdiction

Remarks: All vehicles must be legally parked without obstructing traffic. All alcohol to be consumed on property. No open containers on public ways/outside the property of Colony Club.

---

5/26/2021 Lt. Brandon Esip  
Date Department Head

---

Fire Department:  Concur  Does Not Concur

Remarks:

---

5/24/2021 David S. Pelonzi, Assistant Chief  
Date Department Head

---

Board of Selectmen:  Concur  Does Not Concur

Remarks:

---

Date Chairman

---

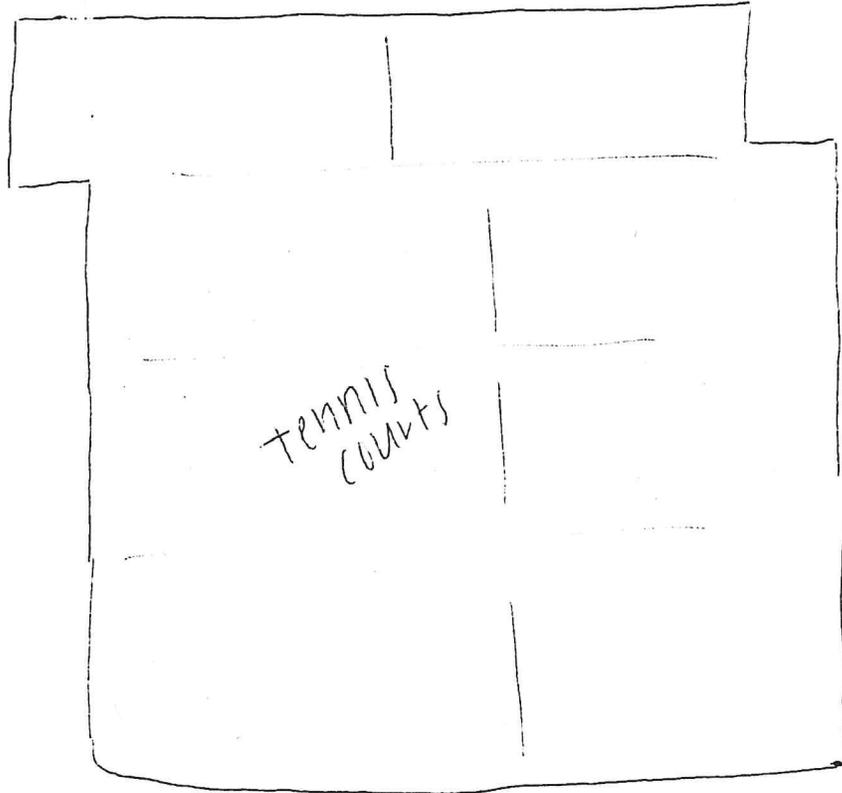


SAGAMORE BEACH COLONY CLUB

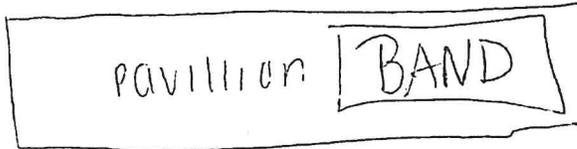
POST OFFICE BOX 417 • SAGAMORE BEACH, MA 02562

July 10, 2021

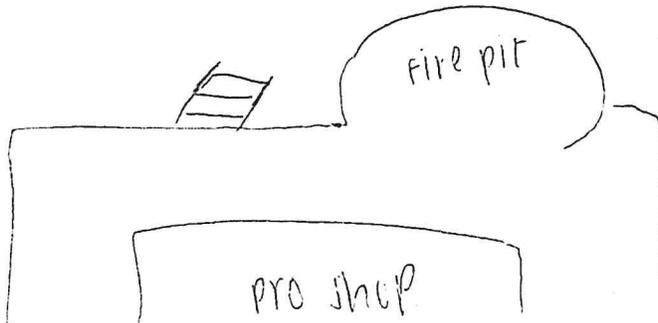
Site Plan 150 Clark Road



Seating



Seating - Lawn





SAGAMORE BEACH COLONY CLUB

POST OFFICE BOX 417 • SAGAMORE BEACH, MA 02562

May 21, 2021

Town of Bourne  
24 Perry Avenue  
Buzzards Bay, MA 02534

Attn: Selectman Office

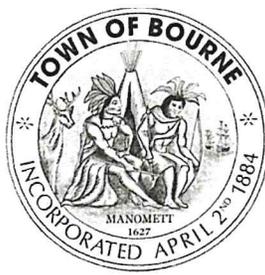
Please find attached an application for an entertainment license for a band to perform at our annual fundraisers outside at the Fisher Tennis Center located at 150 Clark Road, Sagamore Beach, MA

The SBCC contact is Sandi LaCasse

Please let us know if you need additional information or have questions

Thanks

Sagamore Beach Colony Club



**TO THE LICENSING AUTHORITIES OF THE TOWN OF BOURNE:**

The Undersigned hereby makes application for an ENTERTAINMENT LICENSE.

Location: 150 Clark Road Sagamore Beach MA 02562

Name: Sagamore Beach Colony Club

D/B/A: \_\_\_\_\_

Date: July 10, 2021

We/I hereby agree to conform in all respects to the conditions governing such license as printed in the Bylaws of the Town, and such other rules and regulations as the Selectmen may establish.

With the signing of this application the applicant acknowledges that:

- (a) It is understood that the Board is not required to grant the license;
- (b) In event of a proposed sale of a business requiring a *Entertainment License*, an application for a transfer of said license will be deemed to be an application for a new license (subject to the rules and regulations herein contained), and the owner of such business shall be required to file with the Board of Selectmen a thirty-day notice of his intention to sell same before such application will be acted upon by the Selectmen;
- (c) That the license is subject to revocation if the holder of the license does not comply with state law, town bylaws or the Rules and Regulations of the Board.

Signature Name: Deanna Waldron / Sandi Lacasse (organizer for SBCC)

Signature Name: \_\_\_\_\_

Business Address: PO Box 417 Sagamore Beach MA

Phone: (Home) \_\_\_\_\_ (Business) \_\_\_\_\_

Email: \_\_\_\_\_

- NOTE:
- (a) If a corporation, state full names and addresses of principal officers; *- See next page*
  - (b) If a co-partnership, information must be provided on each partner; if a corporation information must be provided on corporate officer making application.

Name: Sandi Lacasse

Address: \_\_\_\_\_

Descri \_\_\_\_\_ No \_\_\_\_\_

Born in U.S. \_\_\_\_\_

Born Where: \_\_\_\_\_

Date of Naturalization: \_\_\_\_\_

Male or Female: \_\_\_\_\_



Photo (1 in

Photo (1 inch x 1 inch)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Applicant

Born in U.S. Yes \_\_\_\_\_ No \_\_\_\_\_

Born Where: \_\_\_\_\_

Date of Naturalization: \_\_\_\_\_

Male or Female: \_\_\_\_\_

Photo (1 inch x 1 inch)

The Establishment shall operate as:

X Non Profit (501c7)

- ( ) Sole ownership
- ( ) Limited Liability Corporation
- ( ) Partnership - Total Number of Partners \_\_\_\_\_
- ( ) Corporation based in \_\_\_\_\_

Corporate information required: - non profit

President: Jeff Redman 330 Elm Street Box 1829 Duxbury MA 02332  
 Secretary: Patty Sharman PO Box 517 Sagamore Beach MA 02562  
 Treasurer: Deanna Waldman PO Box 767 Sagamore Beach MA 02562

(Name) (Address)

INFORMATION RELATIVE TO APPLICANT

Type of Entertainment to be Licensed: (please be specific) Band - Heather Twiss and the After hours

Is the property owned by you? Yes X No \_\_\_\_\_

Tenant at Will

Lease \_\_\_\_\_ Years \_\_\_\_\_

Hours of Operation: 6-10pm 1/2 hour break

Floor Space \_\_\_\_\_ Sq. Ft. Seating capacity (if any) Lawn / Patio

Parking capacity (if any) Street Parking Number of Employees 4 band members

One (1) copy of the following items must be submitted with the application:

- 1. Layout plan of facility and fixtures Date received \_\_\_\_\_
- 2. Site Plan See attached Date received \_\_\_\_\_
- 3. Outside Facade and Sign Plan Date received \_\_\_\_\_

If the facilities are not yet completed, provide estimated cost of work to be done:

\$ \_\_\_\_\_ Date received \_\_\_\_\_

Applicant's Resume Including References

FOR OFFICE USE ONLY

Scheduled hearing when application will be presented to Board of Selectmen for Processing

Date \_\_\_\_\_ Time \_\_\_\_\_

Board Action: Approved for processing Yes  No  Date \_\_\_\_\_

If approved for processing Department reports are due \_\_\_\_\_ for action at the \_\_\_\_\_ meeting of the Board of Selectmen.

Board Action: Approved: Yes  No  Date \_\_\_\_\_ License # \_\_\_\_\_

Signature

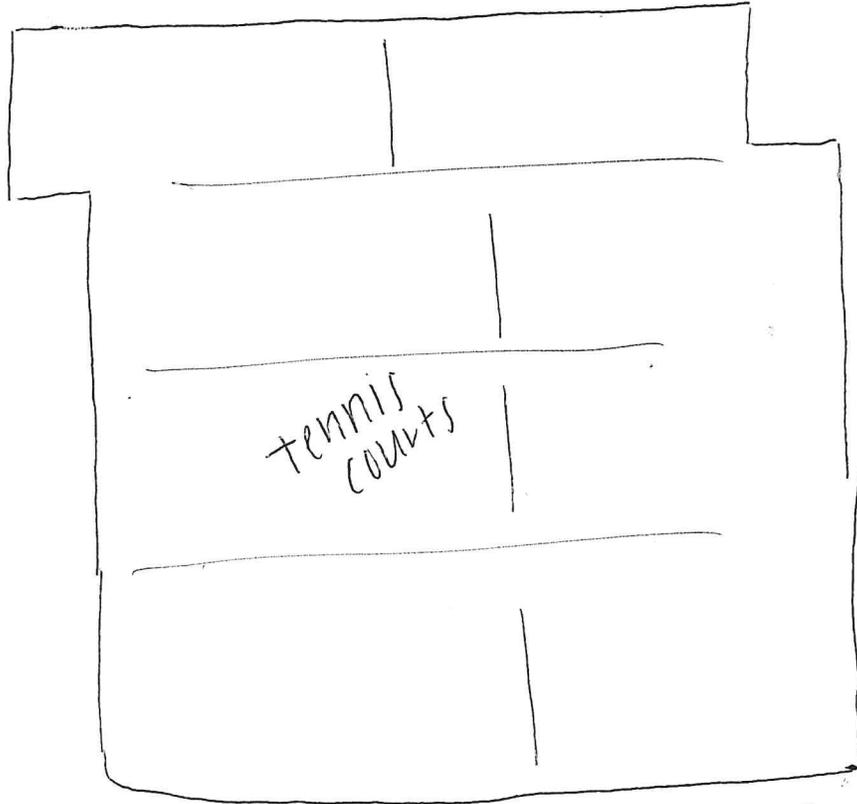


SAGAMORE BEACH COLONY CLUB

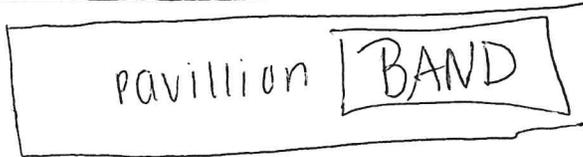
POST OFFICE BOX 417 • SAGAMORE BEACH, MA 02562

July 10, 2021

Site Plan 150 Clark Road



seating



pavillion

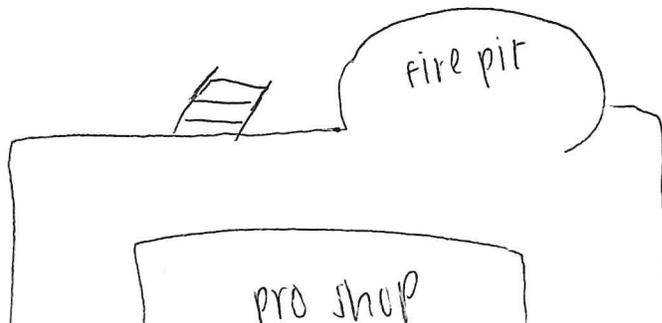
BAND

Seating - Lawn



walkway

parking



fire pit

pro shop



SAGAMORE BEACH COLONY CLUB

POST OFFICE BOX 417 • SAGAMORE BEACH, MA 02562

May 21, 2021

Selectman Office  
Town of Bourne  
24 Perry Avenue  
Buzzards Bay, MA 02534

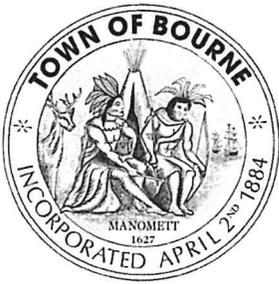
Please find attached the documents required  
for a one day, hover license on July 10, 2021  
to be held at the Fisher Tennis Center 150  
Clark Road, Sagamore Beach, MA

Please let us know if you have any  
questions or need additional information

Thanks

Sagamore Beach Colony Club

BOURNE BD OF SELECTMEN  
RCUD 2021 MAY 21 PM3:22



TOWN OF BOURNE  
Town Offices  
24 Perry Avenue  
Buzzards Bay, MA 02534  
(508-759-0600 x503) Phone  
(508) 759-0620) Fax

SPECIAL ONE-DAY LICENSE APPLICATION

FEE \$50-

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

PREMISES TO BE LICENSED: Fisher Tennis Center  
NAME: Sagamore Beach Colony Club - Deanna Waldron  
COMPANY: mailing address PO Box 417 Sagamore Beach MA 02562  
ADDRESS: 150 Clark Road Sagamore Beach, MA  
TELEPHONE: [REDACTED]  
EMAIL: [REDACTED]  
DATE(S) OF EVENT: Saturday July 10, 2021  
HOURS OF OPERATION: 5 pm - 11 pm event runs 6pm - 10pm  
DESCRIPTION OF EVENT - include floor plan with estimated number of guests and plans for parking:  
Annual Fundraiser to be held outside at Fisher Tennis Center  
Parking around area with most walking - Members only

License is for the Sale of:  
All Alcoholic Beverages X  
Wine & Malt Beverages Only ---  
Wine Only ---  
Malt Beverages Only ---

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. N/A outside event
- 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 x503) Phone  
(508) 759-0620) 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.

Deanna Waldron, Sagamore Beach Colony Club  
Signature of Applicant

May 20, 2021  
Date



**Philadelphia Indemnity Insurance Company**

POLICY NUMBER: PHPK2156772

**LIQUOR LIABILITY DECLARATIONS**

NAMED INSURED	Sagamore Beach Colony Club		
MAILING ADDRESS	PO Box 417		
	Sagamore Beach, MA 02562-0417		
	(Barnstable CTY)		
POLICY PERIOD:	FROM 09/02/2020	TO 09/02/2021	AT 12:01 A.M. TIME AT
YOUR MAILING ADDRESS SHOWN ABOVE			

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE		
EACH COMMON CAUSE LIMIT	\$	1,000,000
AGGREGATE LIMIT	\$	1,000,000

RETROACTIVE DATE (CG 00 34 ONLY)
THIS INSURANCE DOES NOT APPLY TO "INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.
RETROACTIVE DATE: NONE
(ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

DESCRIPTION OF BUSINESS
FORM OF BUSINESS: NON PROFIT ORGANIZATION
BUSINESS DESCRIPTION: Non Profit Organization

INTERNAL REVENUE SERVICE  
DISTRICT DIRECTOR  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: APR 24 1998

SAGAMORE BEACH COLONY CLUB  
PO BOX 417  
SAGAMORE BEACH, MA 02562

Employer Identification Number:  
04-2813477  
DLN:  
17053056030008  
Contact Person:  
D. A. DOWNING  
Contact Telephone Number:  
(513) 241-5199  
Internal Revenue Code  
Section 501(c)(7)  
Accounting Period Ending:  
May 31  
Form 990 Required:  
Yes  
Addendum Applies:  
No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in the section indicated above.

Unless specifically excepted, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) for each employee to whom you pay \$100 or more during a calendar year. And, unless excepted, you are also liable for tax under the Federal Unemployment Tax Act for each employee to whom you pay \$50 or more during a calendar quarter if, during the current or preceding calendar year, you had one or more employees at any time in each of 20 calendar weeks or you paid wages of \$1,500 or more in any calendar quarter. If you have any questions about excise, employment, or other Federal taxes, please address them to this office.

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5

Letter 948 (DO/CG)

SAGAMORE BEACH COLONY CLUB

percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual return available for public inspection for three years after the return is due. You are also required to make available a copy of your exemption application, any supporting documents, and this exemption letter. Failure to make these documents available for public inspection may subject you to a penalty of \$20 per day each day there is a failure to comply (up to a maximum of \$10,000 in the case of an annual return).

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

A section 501(c)(7) organization is permitted to receive up to 35 percent of its gross receipts, including investment income, from sources outside of its membership without losing its tax-exempt status. Of the 35 percent, not more than 15 percent of the gross receipts may be derived from the use of the club's facilities or services by the general public. Income in excess of these limits may jeopardize your continued tax-exempt status.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status, you should keep it in your permanent records.

SAGAMORE BEACH COLONY CLUB

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

A handwritten signature in cursive script that reads "C. Aubrey Bullard". The signature is written in dark ink and is positioned above the printed name.

District Director



POLICY NUMBER: PHPK2156772

### LIQUOR LIABILITY DECLARATIONS

NAMED INSURED	Sagamore Beach Colony Club		
MAILING ADDRESS	PO Box 417 Sagamore Beach, MA 02562-0417 (Barnstable CTY)		
POLICY PERIOD:	FROM 09/02/2020	TO 09/02/2021	AT 12:01 A.M. TIME AT
YOUR MAILING ADDRESS SHOWN ABOVE			

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE	
EACH COMMON CAUSE LIMIT	\$ 1,000,000
AGGREGATE LIMIT	\$ 1,000,000

RETROACTIVE DATE (CG 00 34 ONLY)
THIS INSURANCE DOES NOT APPLY TO "INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.
RETROACTIVE DATE: NONE
(ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

DESCRIPTION OF BUSINESS
FORM OF BUSINESS: NON PROFIT ORGANIZATION
BUSINESS DESCRIPTION: Non Profit Organization

8h.

dupl.



273 Summer Street, Plymouth, MA 02360

May 6, 2021

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

5/6/21

Re: 35 Standish Road, Bourne  
w/o #5093431

Dear Sir,

Enclosed you will find one (1) petition covering the installation of one (1) New Pole on Standish Road, Bourne. This new pole is necessary to provide electric service to 35 Standish Road.

Very truly yours,

Karen Johnson  
Right-of-Way-Agent  
(508) 732-4239

enc.

Karen.Johnson@Eversource.com

Rail

BOURNE BD OF SELECTMEN  
ROAD 2021 MAY 10 AM 11:05

Plan to accompany petition of EVERSOURCE ENERGY  
 To install F.O. pole 45/27-A to provide electric service  
 to customer at #35 Standish Road.

7.0-148-0  
 35 STANDISH RD  
 N/F  
 COLLINS BUILDERS INC

7.0-27-0  
 0 STANDISH RD  
 N/F  
 COLLINS BUILDERS INC

PROPOSED  
 FO-POLE  
 45/27

# STANDISH RD

60'±

45/27

45/27-PB

APPROX. 700' TO  
 OLD-PLYMOUTH RD

7.1-23-0  
 36-& 40 STANDISH RD  
 N/F  
 LUONI A DONALD

**LEGEND**

- Proposed Pole
- Existing Pole

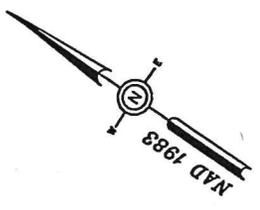


BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP, YOU AGREE THAT NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS GIVEN WITH RESPECT TO THE ACCURACY OF THE INFORMATION. NEITHER NSTAR ELECTRIC COMPANY, NSTAR GAS COMPANY NOR ITS PARENTS, AFFILIATES, OFFICERS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "NSTAR ENTITIES") SHALL BE LIABLE FOR DAMAGES, INJURY CAUSED BY WHOLE OR IN PART BY USE OF THIS INFORMATION, OR IN RELIANCE UPON IT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU AGREE BY YOUR ACCEPTANCE OF THE INFORMATION TO RELEASE, INDEMNIFY AND HOLD THE NSTAR ENTITIES HARMLESS FROM ANY SUCH LOSS OR INJURY.

THE INFORMATION MAY NOT REPRESENT A SURVEY, MAY NOT BE THE MOST COMPLETE AND IS SUBJECT TO CHANGE WITHOUT NOTICE. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION, EITHER EXPRESSED OR IMPLIED. UNAUTHORIZED ATTEMPTS TO LOCATE THE INFORMATION OR USE THE INFORMATION FOR OTHER THAN ITS INTENDED PURPOSES ARE PROHIBITED.

**MASS. LAW**  
 REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES  
 BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

C# 5093431	
Ward #	
Work Order # 5093431	
Surveyed by: N/A	
Research by: N/A	
Plotted by: TL	
Proposed Structures: TL	
Approved: T THIBAUT	
P#	
<p><b>NSTAR EVERSOURCE</b>                  ELECTRIC                  DIVISION                  1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125</p>	
Plan of STANDISH ROAD, BOURNE	
Showing PROPOSED POLE LOCATION	
Scale	1"=20'
Date	04/14/21
SHEET	1 of 1



**PETITION FOR NEW FULLY OWNED POLE LOCATIONS  
AND POLE RELOCATIONS**

Bourne, Massachusetts, May 6, 2021  
TO BOARD OF SELECTMEN FOR THE TOWN OF Bourne, Massachusetts.

**NSTAR ELECTRIC COMPANY (d/b/a Eversource Energy)**

**W/O# 5093431**

requests permission to locate and relocate poles, wires, cables and fixtures, including the necessary sustaining and protecting fixtures, to be owned and used in common by your petitioners, along and across the following public way or ways:

**Standish Road**

**One (1) New pole – #45/27**

Wherefore it prays that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to erect and maintain poles, wires, and cables, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked **Plan No.-509341 - dated April 14, 2021.**

Also that permission be and hereby is granted to each of said Companies to lay and maintain underground cables, conduits, wires, vaults and necessary equipment in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each may desire for distributing purposes.

Your petitioners agree to reserve space for one crossarm at a suitable point on each of said poles for the fire, police, telephone and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

NSTAR ELECTRIC COMPANY (d/b/a Eversource Energy)

By Karen Johnson  
Karen Johnson, Right-of-Way Agent

**ORDER FOR NEW FULLY OWNED POLE LOCATIONS  
AND POLE RELOCATIONS**

In Board of Selectmen of the Town of Bourne, Massachusetts.

Notice having been given and a public hearing held, as provided by law,  
IT IS HEREBY ORDERED THAT THE:

**NSTAR ELECTRIC COMPANY (d/b/a Eversource Energy)**

**W/O# 5093431**

be and they are hereby granted or identical locations for the permission to erect, relocate and maintain poles and their respective wires and cables be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies.

All construction under this order shall be in accordance with the following conditions:

Poles shall be sound timber and reasonably straight, and shall be set substantially at the points indicated upon the marked **Plan No. 5093431 dated April 14, 2021** filed with said petition. And by said NSTAR ELECTRIC (d/b/a Eversource Energy) necessary wires, cables and fixtures.

And all said wires and cables shall be placed at a height of not less than 18 feet from the ground at highway crossings, and not less than 16 feet from the ground elsewhere.

The following are public ways or parts of ways along which poles above referred to may be erected, and the number of poles which may be erected under this order:

**Standish Road**

**One (1) New pole – 45/27**

Also that permission be and hereby is granted to each of said Companies to lay and maintain underground cables, conduits, wires, vaults and necessary equipment in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of Bourne, Massachusetts held on the \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Clerk of Selectmen

We hereby certify that on \_\_\_\_\_ 2021, at \_\_\_\_\_ o'clock, \_\_\_\_\_, at \_\_\_\_\_ a public hearing was held on the petition of the:

**NSTAR ELECTRIC COMPANY (d/b/a Eversource Energy)**

for the permission to erect and relocate the poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Companies are permitted to erect poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

Selectmen of the town of

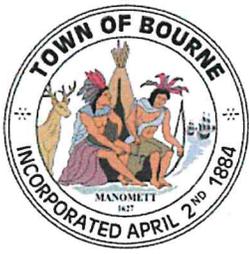
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Massachusetts.

Certificate

I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the Board of selectmen of the Town of \_\_\_\_\_, Massachusetts, on the \_\_\_\_\_ day of \_\_\_\_\_ 2021, and recorded with the records of locations orders of said Town, Book \_\_\_\_\_, Page \_\_\_\_\_. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

\_\_\_\_\_  
Town Clerk



# 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](mailto:aschiavi@townofbourne.com)

May 26, 2021

## **UPDATED NOTICE**

To: A. Donald Luoni  
P.O. Box 525  
Sagamore Beach, MA 02562

You are hereby notified that an open public hearing will be held by the Board of Selectmen at the Bourne Veterans' Memorial Community Center on Tuesday, June 1, 2021 at 7:05 p.m., upon the petition dated May 6, 2021 from NStar Electric Company d/b/a Eversource Energy to install one (1) new pole at 35 Standish Road, Bourne as shown on attached plan.

This notice supersedes the Notice sent on May 18, 2021.

The pole is necessary to provide electric service to 35 Standish Road.

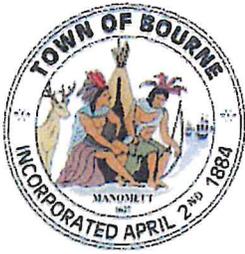
This changed was based on Governor Baker's COVID-19 restrictions being lifted on May 29.

Any questions to be directed to:  
Karen Johnson  
Right-of-Way-Agent  
Eversource Energy  
273 Summer Street  
Plymouth, MA 02360  
508.732.4239

---

Anthony E. Schiavi  
Town Administrator

Enclosure – as cited



# TOWN OF BOURNE

**Town Administrator**  
24 Perry Avenue – Room 101  
Buzzards Bay, MA 02532  
[www.townofbourne.com](http://www.townofbourne.com)  
508.759.0600, Ext. 1308



Anthony E. Schiavi, Town Administrator  
Email: [aschiavi@townofbourne.com](mailto:aschiavi@townofbourne.com)

May 18, 2021

## NOTICE

To: Donald A. Luoni  
P.O. Box 525  
Sagamore Beach, MA 02562-0525

You are hereby notified that a public hearing will be held via ZOOM at 7:05 p.m. on Tuesday, June 1, 2021 upon the petition dated May 6, 2021 from NSTAR Electric Company d/b/a/ Eversource Energy to install one (1) pole at 35 Standish Road, Bourne as shown on attached plan.

The pole is necessary to provide electric service to 35 Standish Road.

Please go to the Town of Bourne website under “Board of Selectmen” for the agenda with information for participation in the ZOOM meeting, should you choose.

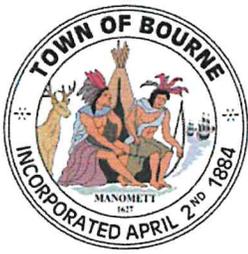
Any questions to be directed to:

Karen Johnson  
Right-of-Way Agent  
Eversource Energy  
273 Summer Street  
Plymouth, MA 02360  
508-732-4239

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Anthony Schiavi, Town Administrator

Enclosure – as cited.



# 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](mailto:aschiavi@townofbourne.com)

May 26, 2021

## UPDATED NOTICE

To: Collins Buildings, Inc.  
P.O. Box 1910  
Sagamore Beach, MA 02562

You are hereby notified that an open public hearing will be held by the Board of Selectmen at the Bourne Veterans' Memorial Community Center on Tuesday, June 1, 2021 at 7:05 p.m., upon the petition dated May 6, 2021 from NStar Electric Company d/b/a Eversource Energy to install one (1) new pole at 35 Standish Road, Bourne as shown on attached plan.

This notice supersedes the Notice sent on May 18, 2021.

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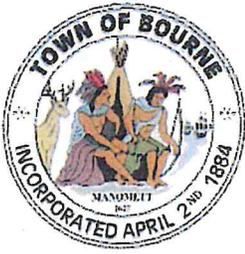
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Any questions to be directed to:  
Karen Johnson  
Right-of-Way-Agent  
Eversource Energy  
273 Summer Street  
Plymouth, MA 02360  
508.732.4239

---

Anthony E. Schiavi  
Town Administrator

Enclosure – as cited



# 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](mailto:aschiavi@townofbourne.com)

May 18, 2021

## NOTICE

To: Collins Buildings, Inc.  
P.O. Box 269  
Norwell, MA 02061-0269

You are hereby notified that a public hearing will be held via ZOOM at 7:05 p.m. on Tuesday, June 1, 2021 upon the petition dated May 6, 2021 from NSTAR Electric Company d/b/a/ Eversource Energy to install one (1) pole at 35 Standish Road, Bourne as shown on attached plan.

The pole is necessary to provide electric service to 35 Standish Road.

Please go to the Town of Bourne website under “Board of Selectmen” for the agenda with information for participation in the ZOOM meeting, should you choose.

Any questions to be directed to:

Karen Johnson  
Right-of-Way Agent  
Eversource Energy  
273 Summer Street  
Plymouth, MA 02360  
508-732-4239

---

Anthony Schiavi, Town Administrator

Enclosure – as cited.

35 Standish Road Abutters

Collins Builders, Inc  
0 Standish Road  
P.O. Box 269  
Norwell, MA 02601-0269

John J. Duggan  
35 Standish Road  
P.O. Box 1910  
Sagamore Beach, MA 02562  
(Formally Collins Builders, Inc)  
johnjduggan@gmail.com

A. Donald Foley (Deceased)  
Mark Foley – Stepson  
P.O. Box 525  
Sagamore Beach, MA 02562-0525  
774-328-5290  
[mefoley5781@gmail.com](mailto:mefoley5781@gmail.com)

The 3 abutters as well as Eversource/Nstar have been notified a second time of the change from Zoom to Public by USPS and/or email or telephone.

# Obituaries

## Jo W. Lane

Jo Walsh Lane, a former resident of Sagamore Beach, died May 12 at the age of 89. Ms. Lane was living at The Cottage at Cypress Cove in Fort Myers, Florida, at the time of her death.

She was the widow of Robert Lowell Lane. She and her husband had shared 62 years of marriage when he died this month three years ago.

Born in Wilkes County, North Carolina, she was the daughter of Robert Lee Walsh Sr. and Estelle Jones Walsh and the fourth of their seven children.

While living and working in Winston-Salem in the early 1950s, she met and fell in love with Bob Lane, newly discharged from the Air Force. Once married, they moved to New Jersey, and then to Massachusetts and New Hampshire following his 25-year career at Digital Equipment Corporation.

She accompanied her husband on his foreign and domestic business trips, traveling the countryside collecting antique furniture and dishware and cheering him

on, courtside, when he competed in tennis.

The Lanes divided their time between homes on Sanibel Island and Sagamore Beach for 37 years prior to their move into the retirement community in Fort Myers.

She leaves two children, Barbara L. Allin of Burke, Virginia, and Scott R. Lane, and his wife, Caroline S. Lane, of Chatham; and three grandchildren, Shannon L. Barnett, Elizabeth W. Lane and N. Grady Allin; two brothers, Robert L. Walsh Jr. and Z. Thomas Walsh, and two sisters, Lea W. Barnes and Bobbie Ann W. Tulburt, all of North Carolina; and several nieces and nephews.

Besides her husband, she was preceded in death by her sisters Corrine W. Michael and Rosetta Mae Sebastian.

No public services are scheduled at this time.

## Thelma M. Murphy

Thelma M. Murphy, formerly of Pocasset, died May 5 of natural causes at JML Care Center in Falmouth. Ms. Murphy, 99, was known as Teddy.

She was born in West Rutland, Vermont, the daughter of Charles and Emma (Slivert) Serviss. In her youth she delivered the local newspapers with her sisters.

She graduated from Rutland High School in the Class of 1935 and married her high school sweetheart, Bernard T. Murphy. Their marriage lasted for 29 years.

Ms. Murphy worked at Vermont Prints Photo Lab in Castleton, Vermont, for 18 years until her retirement in 1982. This was followed by volunteering as a kindergarten teacher aide at Christ the King School, where the children called her Grandma Thelma.

She and her family were active members of the Rutland Methodist Church for more than 40 years.

Ms. Murphy moved to Pocasset in 2007 to be closer to her daughter's family. She lived at Cape Cod Senior Residences for more than 13 years, during which time she thoroughly enjoyed the staff, residents and activities, especially the music. There she continued learning and engaging with like-minded people; the painting classes brought her great joy, and she shared her completed, framed art with her family and friends. She even participated in computer training despite a challenge of the tremor in her hands, and was successful at composing and sending e-mail correspondence.

She leaves her daughter, Wendy L. Baumann and her husband, Rudolph Baumann, of Falmouth; three grandchildren, Eric C. Baumann of Falmouth, Kurt W. Baumann of East Falmouth, and Heidi Radtke of Tucson, Arizona; five great-grandchildren, Abigail Baumann of Boston, Owen Baumann and Casey Baumann, both of East Falmouth, and Hannah and Lauren Radtke, both of Tucson; and other family.

Her son, Walter W. Murphy, died in 1980 at the age of 33. She was also predeceased by her four sisters and three brothers.

Burial will take place in Evergreen Cemetery in Rutland, Vermont.

## Richard J. Murphy

Richard J. Murphy of Pocasset, who assisted customers and boxholders at the East Falmouth Post Office for two decades, died April 29 at Cape Cod Hospital in Hyannis. He was 88.

He was the husband of Donna M. (Salisbury) Murphy. They had been married for 53 years at the time of her death in 2015.

Originally from Bradford, Pennsylvania, he was the son of Earl and Marion (McAuliffe) Murphy. He was a 1951 graduate of Bradford High School, where he played football.

Mr. Murphy's military career began with his enlistment in the United States Navy on February 21, 1952. He was stationed in Newport, Rhode Island; Norfolk, Virginia; San Diego, California; and South Weymouth. He also spent time in London, where he had the honor of representing the US Navy in a marbles competition.

Reaching the rank of chief yeoman, Mr. Murphy received numerous honors, most notably the Navy Achievement Medal and two Letters of Commendation. He was honorably discharged on August 15, 1974.

He and Donna Marie Salisbury married November 24, 1961. Together they enjoyed camping, hunting and fishing. An avid photographer, Mr. Murphy documented their family trips to National Parks.

After his retirement from the Navy, he and his wife settled in Pocasset and Mr. Murphy had a second career working for 20 years in East Falmouth as a mail clerk for the United States Postal Service.

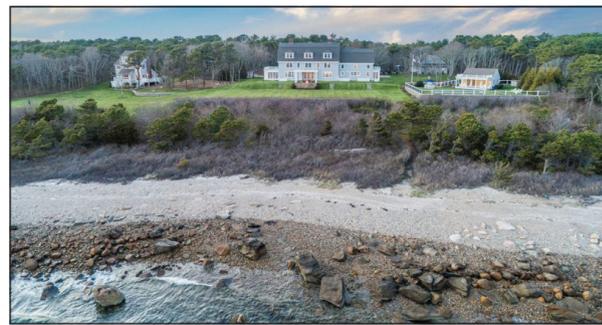
In his later years, his activities included experimenting in the kitchen, watching country music concerts on television, road trips with his granddaughter and her husband and tending to his yard.

He leaves a son, Michael S. Murphy of Centerville; a granddaughter, Shannon K. Murphy; two grandsons, Sean R. Murphy and Kyle Jamieson; a sister, Elizabeth Carlson of Greenville, South Carolina; and extended family.

In addition to his wife, he was preceded in death by his daughter, Karen M. Murphy; and his sister Dolores Rich.

A celebration of his life is planned for the morning of July 6 in Bradford, Pennsylvania.

Burial with military honors will follow at Willow Dale Cemetery in Bradford.



KERRIE MARZOT

The property at 169 and 181 South Road in Pocasset

## Wings Neck Estate Goes For \$10.3 Million

By MICHAEL J. RAUSCH

A home in Pocasset has sold for an eye-popping \$10,300,000.

The property, located at 169 and 181 South Road in Wings Neck, sold on April 28. Realty records show the property was under the supervision of Joseph C. Maher Jr. of West Roxbury, trustee of Sega Realty Trust. Mr. Maher authorized sale of the property to Boston attorney Michael A. Bass, trustee of the 169 & 181 South Road Realty Trust.

The Town of Bourne assessor's office shows that Sega Realty Trust bought the property in November 2010 for \$2.5 million. Before that, it was owned by Marian L. Schwarz, who bought it from Wings Neck Conservation in July 1999 for \$700,000. Wings Neck Conservation acquired the property in May 1999 for \$1 million, town records show.

Robert M. Frangieh is an associate with The Realty Cape Cod in Pocasset. He also serves as chairman of the Bourne Cable Advisory Committee. Mr. Frangieh said that a \$10.3 million sale is "a huge deal" for Bourne.

"I've never seen anything sell in Bourne for that amount," he said.

Mr. Frangieh said the sale is a reflection of just how crazy the real estate market is right now. The sale, he suggested, will likely increase substantially the value of homes throughout that area of town.

The home is historic, dating back to 1885. Sotheby's International Realty handled the sale. The company's website notes that the main house was built "with materials that were state-of-the-art for the period."

The shingle-style main residence "has been painstakingly rejuvenated," the company said, with particular attention paid to "preserving the home's history and

irreplaceable vintage style."

The property consists of a 10-bedroom main home, a pool house, a three-bedroom guesthouse and a two-bedroom carriage house. The interior of the house measures approximately 9,884 square feet, while the entire property rests on 9.45 acres.

Amenities include a swimming pool and spa, a tennis court with a viewing pavilion, and more than 600 feet of private shoreline. The property offers views of the Wings Neck Lighthouse and Buzzards Bay.

The carriage house offers two bedrooms, a full bath, kitchen, fitness room and a three-car garage. A new pool house includes living, dining and kitchen space, a bathroom, a porch, an outdoor shower and a fenced lawn area with a small dining patio and a stone-clad grilling area.

On the adjoining 181 South Road, there is a four-level, 2,587-square-foot guest residence with living, dining and kitchen areas, three separate decks, three bedrooms and two full baths, and an upper-level sitting room with a glass-railed balcony.

The estate is self-sufficient, with three new wells, underground propane tanks with up to six months' capacity and an estate-wide backup generator.

Mr. Frangieh said the \$10.3 million sale has not received a lot of attention locally. He has heard it mentioned by only a couple of people he knows.

Had the sale taken place elsewhere on the Cape—Chatham, for instance—it would have been more widely reported, he said. However, residents of Wings Neck probably prefer little publicity for what he called "one of the best-kept secrets on the Cape."

## Other Obituaries

The following residents, former residents or family of residents of Falmouth, Mashpee and Sandwich recently died. Visit [capenews.net](http://capenews.net) to read the complete obituary news stories.

**Irene J. Astone**, 89, of North Falmouth died May 16.

**George J. Bissett**, 81, of Sandwich died May 8.

**Wallace E. Boen**, 95, of Brockton died May 17.

**June M. Botello-Murray**, 82, of Marstons Mills died May 12.

**Robert F. Corbett**, 77, of Sandwich died May 7.

**David J. Cushing**, 60, of East Sandwich died May 11.

**Lynn T. Dwyer**, 64, of Sandwich died May 10.

**Robin L. Geggatt**, 56, of Fall River died May 17.

**Linnea H. Gordon**, 75, of Chatham died May 14.

**Lorraine G. Hunt**, 88, of Mashpee died May 17.

**James F. Jeglinski**, 80, of East Falmouth died April 6.

**Elsie M. Lynde**, 91, of Hyannis died May 8.

**Lawrence E. O'Brien**, 79, of East Falmouth died April 30.

**Marie Reale**, 87, of Mashpee died May 9.

**Virginia Valiela**, 79, of North Falmouth died May 15.

**Hagop T. Vartanian**, 90, of Mashpee died May 15.

**John F. Yetman**, 78, of Easton died May 7.

## Pocasset Woman Recognized As US Presidential Scholar

By KATIE GOERS

Pocasset resident and Sturgis Charter Public School East senior Caroline Curran has been named a US Presidential Scholar.

Caroline was one of 161 seniors across the country to earn the honor as well as the only senior on Cape Cod.

"I am thrilled to receive this honor from the US Department of Education because education is integral to who I am and I aspire to be a lifelong learner," Caroline said. "It is an immense privilege to have my achievements recognized by the White House Commission on Presidential Scholars and President Joe Biden."

As a student, Caroline said she has worked hard to excel academically in her International Baccalaureate classes. She said she has been able to do so while also being a leader in her school community.

She has achieved the highest grade point average in her senior

class and is the editor-in-chief of the school's newspaper. She co-founded the school's Spanish Club with her brother—a venture they took on to raise awareness about humanitarian issues.

"I have always dreamed of pursuing higher education, and I look forward to growing further as a student leader when I begin my studies at Harvard University this fall," she said.

US Presidential Scholars are each given the opportunity to recognize the teacher who has been the most influential in their lives. These teachers are recognized with a letter from US Secretary of Education Miguel Cardona.

Caroline selected Alyssa Pohlman, her International Baccalaureate physics teacher.

"Ms. Pohlman has a sincere passion for teaching and wants to see her students succeed," Caroline said. "She is not only a knowledgeable physicist but also a caring individual who stands out as an exceptional teacher."

The US Presidential Scholars program was created in 1964



COURTESY CAROLINE CURRAN

and has recognized more than 7,600 high school seniors to date. Scholars are selected for recognition based on their academic success, artistic and technical excellence, and evidence of leadership skills and community service, among other achievements and attributes.

## LEGAL NOTICES

### TOWN OF BOURNE, MASSACHUSETTS LEGAL NOTICE CABLE TELEVISION LICENSE RE-NEWAL PUBLIC HEARING

The Town of Bourne, by the Board of Selectmen as the statutory Cable License Issuing Authority, will hold a cable license renewal public hearing on June 1, 2021, at 7:10 p.m. pertaining to Comcast, the cable operator licensed to provide cable service in Bourne, in connection with the possible issuance of a cable television renewal license to Comcast. Please Note: Due to the COVID-19 state of emergency, this public hearing will be held by ZOOM and can be attended by desktop, laptop, tablet or phone via the following link or number(s):

If anyone from the public wishes to access the meeting, they can do so by calling the following conference line:

1-929-205-6099 Meeting ID: 891 6539 3183  
Passcode: 271842

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

Participants wishing to speak should click the "Reactions" icon on the lower toolbar and then click "Raise Hand" in the dialog box to notify the Chair. The Chair will recognize participants.

For Participants who are calling into the meeting

and wishing to speak should press \*9 to notify the Chair. The Chair will recognize participants.

Please MUTE your phone/microphone upon entry.

If the State of Emergency is terminated or if the Governor's Order suspending certain provisions of the open meeting law is rescinded, this public hearing will be held in the Board of Selectmen's meeting room at the Bourne Veterans' Memorial Community Center, 239 Main Street, Buzzards Bay, MA at the date and time specified above. Please call the Office of the Board of Selectmen at 508 759-0600, ext. 1503 for more information. This proceeding is held pursuant to federal law 47 USC 546 to ascertain Bourne cable-related needs as part of the license renewal process. Public comment on local cable needs and past performance of Comcast is invited and shall be allowed by electronic video and audio conference platforms in accordance with the above. Copies of Town license renewal documents may be made available by contacting the Town Administrator Office, Anthony E. Schiavi, Town Administrator at 508.759.0600, ext. 1503.

By order of the Board of Selectmen as statutory License Issuing Authority.

Judith MacLeod Froman, Chair  
James L. Potter, Vice Chair  
George G. Slade, Jr., Clerk  
Peter J. Meier  
Jared P. MacDonald

May 14, 21, 2021

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People at the funeral will awkwardly try to find the right words to say.

Some things change. Some things don't.

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# SOLAR PHOTOVOLTAIC PARTNERSHIP OPPORTUNITY

---

**Presentation to the  
Bourne Board of Selectmen  
On the NextGrid Proposal**

**June 1, 2021**



# Background

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- ❖ The Commonwealth's solar incentive program, known as the Solar Massachusetts Renewable Target ("SMART") Program is designed to support sustainable solar generation across the Commonwealth.
- ❖ The SMART Program provides increased incentives for public sector projects as follows:
  - ❑ Sited on public property and is either:
    - Owned or operated by the public entity, or
    - Solar asset owner assigns 100% of the solar generation to any public entity
  - ❑ Sited on land owned by a private entity and is either:
    - The solar asset is owned or operated by the public entity where the solar asset is located, or
    - Solar asset owner assigns 100% of the solar generation to a public entity where the solar asset is located.

# NextGrid Offer

---

## ❖ Area A:

- ❑ Donate to the Town approximately 50 acres of land, located on 3 legal parcels on Earnest Valeri Road, Buzzards Bay.
- ❑ In Year 25, the property reverts back to NextGrid.

## ❖ Area B:

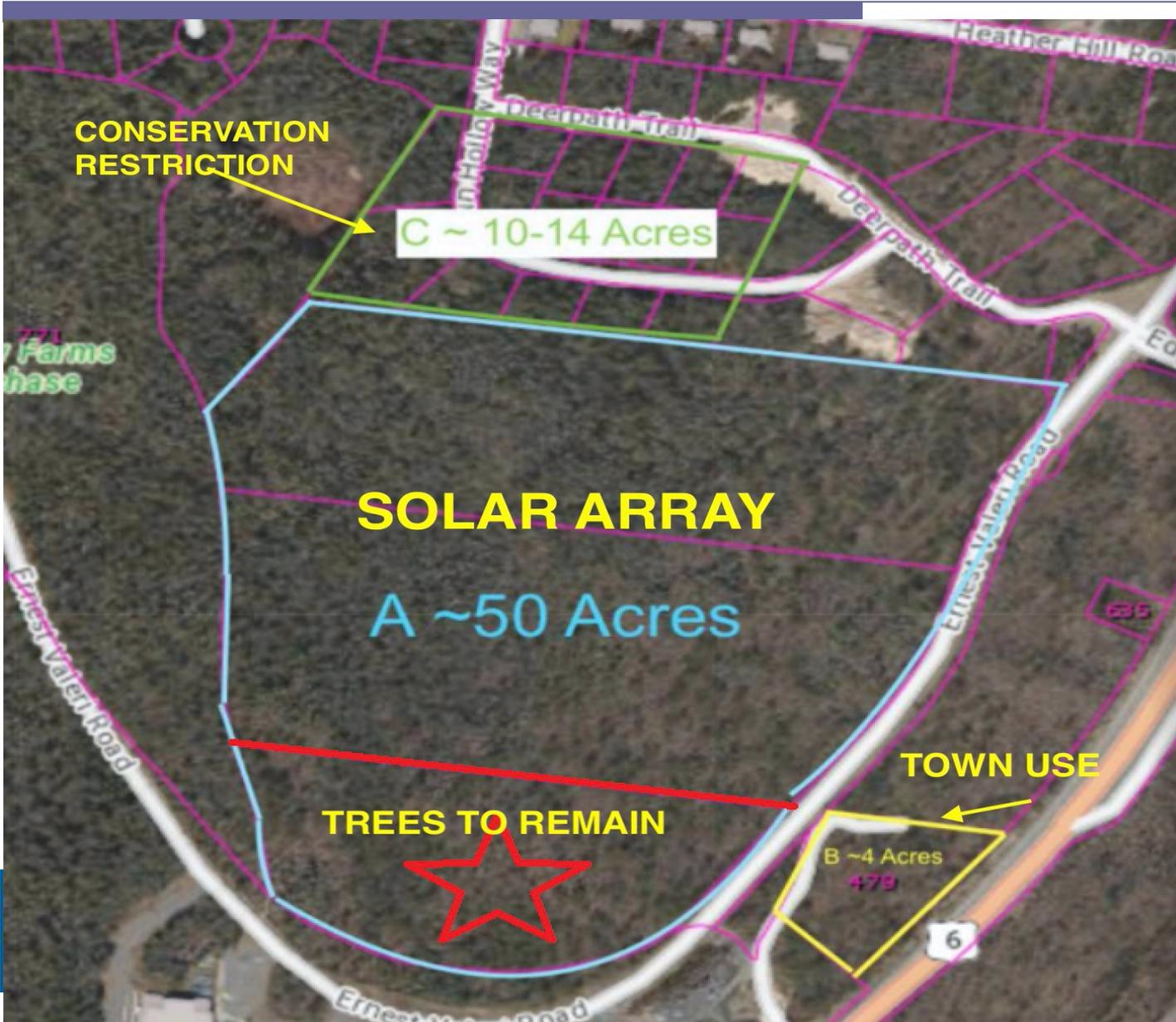
- ❑ Donate to the Town an approximate 4- acre parcel that abuts Route 6 for use by the Town as desired.

## ❖ Area C:

- ❑ Donate to the Town several additional parcels of approximately 10 to 14 acres to be placed under a conservation restriction to exchange open space for the Solar Array in Area A.



# NextGrid Parcels



# Town-NextGrid Long-Term Engagement

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- ❖ Execute long-term lease agreement for 25 years for the exclusive purpose for NextGrid to design, build, own, operate and maintain a solar photovoltaic array on Area A parcels.
- ❖ Engage in a Payment in Lieu of Tax Agreement (“PILOT”) for the property tax obligation.

# NextGrid's Financial Offer

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- ❖ Upfront cash payment of \$500,000, paid at Commercial Operations.
- ❖ Lease Payment:
  - ❑ Annual payment of \$75,250 for 25 years
  - ❑ Term payment value of \$1,881,250
- ❖ PILOT Payment:
  - ❑ Annual payment of \$160,000 for 25 years
  - ❑ Term payment value of \$4,000,000
- ❖ Optional Energy Benefit:
  - ❑ \$0.01 per kilowatt-hour savings for solar generation allocated to the Town.
  - ❑ Energy Benefit would be added to Town's existing energy credit agreements.
- ❖ Total Guaranteed Benefits (excluding above energy benefit): \$6,381,250



# Legal Considerations and Precedent

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## ❖ Structure of Transaction:

### ❑ Underpinnings:

- Transaction authorized by 225 CMR 20.02 – Public Entity Solar Tariff Generation Unit – A Solar Tariff Generation Unit sited on property owned by a Municipality or Other Governmental Entity that... the Owner has assigned 100% of its output to Municipalities or Other Governmental Entities.
- Town would not be required to purchase any of the solar generation output from the Solar Array

### ❑ Town Becomes Owner of the Property by Gift



# Legal Considerations and Precedent

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## ❖ Gift Agreement Terms:

- ❑ Property (Area A) for Solar Array gifted to the Town
- ❑ Gift deed includes right of reversion back to grantor at end of 25 years
- ❑ Town and NextGrid enter into a 25-year lease
- ❑ Terms include, rent, taxes, insurance, indemnification, etc.
- ❑ NextGrid pays real and personal property taxes to the Town via PILOT Agreement
- ❑ Area B is donated to the Town in fee. Available for General Municipal Use
- ❑ Area C parcels donated to Conservation Commission



# Legal Considerations and Precedent

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## ❖ Votes Required:

- ❑ Area A: Gift deed with right of reversion – 2/3 Vote of Town Meeting
- ❑ Area A: Town and NextGrid enter into a 25-year Lease – Simple Majority Vote of Town Meeting
- ❑ Area B: Property donated to the Town in fee – Simple Majority Vote of Town Meeting



# Legal Considerations and Precedent

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## ❖ Other Action:

- ❑ Area C: Gift of Conservation Property – Selectmen and Conservation Commission Vote
- ❑ Area A: PILOT Agreement - 20 years or more by Agreement – Authorized Officer under new G.L. c. 59 sec. 5 cl. 45th.



# Next Steps

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- ❖ With Board of Selectmen approval, the Town to engage in a Letter of Intent with NextGrid.
  - ❖ Such Letter of Intent would be to accept the donation of land, with a reverter provision, lease the land to NextGrid for consideration and enter into a PILOT, all subject to **Town Meeting approval** in November 2021.
- ❖ Town to support NextGrid's permitting activities with the Cape Cod Commission and local boards.
- ❖ Town to support NextGrid's applications for interconnection to Eversource distribution system and for SMART Program incentives.



# Thank You!

---

## Beacon Integrated Solutions

Beth S. Greenblatt

Managing Director

P.O. Box 320325

Boston, MA 02132

617-469-2172 voice

617-419-1163 efax

617-308-2172 mobile

[www.beacon-llc.com](http://www.beacon-llc.com)

## Mead, Talerman & Costa LLC

Lisa L. Mead

Partner

30 Green Street  
Newburyport, MA 01950

978-463-7700 voice

978-463-7747 efax

[www.mtclawyers.com](http://www.mtclawyers.com)





Commonwealth of Massachusetts  
Executive Office of Energy & Environmental Affairs

## Department of Environmental Protection

Southeast Regional Office • 20 Riverside Drive, Lakeville MA 02347 • 508-946-2700

Charles D. Baker  
Governor

Karyn E. Polito  
Lieutenant Governor

Kathleen A. Theoharides  
Secretary

Martin Suuberg  
Commissioner

March 9, 2021

Town of Bourne  
Attn: Judith MacLeod Froman, Chair  
Bourne Selectboard  
24 Perry Avenue  
Buzzard Bay, Massachusetts 02532-3441

RE: **BOURNE**  
Release Tracking Number: 4-0016075  
Bourne Community Building,  
Former Phil's Auto  
229-239 Main Street  
**NOTICE OF NONCOMPLIANCE  
ENFORCEMENT DOCUMENT NUMBER  
00010578**

RECEIVED AD OF SELECTMEN  
MARCH 10 2021

**THIS IS AN IMPORTANT NOTICE. FAILURE TO TAKE ADEQUATE ACTION IN RESPONSE TO THIS NOTICE  
COULD RESULT IN SERIOUS LEGAL CONSEQUENCES.**

Dear Ms. MacLeod Froman:

The Massachusetts Department of Environmental Protection, Bureau of Waste Site Cleanup (MassDEP or the Department) is tasked with ensuring the cleanup of oil and hazardous material releases pursuant to the Massachusetts Oil and Hazardous Material Release Prevention and Response Act (M.G.L. Chapter 21E). The law is implemented through regulations known as the Massachusetts Contingency Plan (310 CMR 40.0000 et seq. – the MCP). Both M.G.L. c. 21E and the MCP require the performance of response actions to provide for the protection of harm to health, safety, public welfare and the environment which may result from releases and/or threats of releases of oil and/or hazardous material at disposal sites.

### REASON FOR THIS NOTICE

You have not conducted response actions at the above site in compliance with the MCP. A Tier Classification Submittal, Phase IV Completion Report, and Permanent or Temporary Solution Statement have not been submitted to MassDEP as required.

### SITE STATUS

MassDEP has reason to believe that there have been one or more releases of oil and/or hazardous materials at the above-referenced property located at 229-239 Main Street (the Site), which require one or more response actions. The MassDEP issued a Notice of Responsibility to you (as used in this notice, "you" and "your" refers to Town of Bourne) on April 12, 2001, explaining your statutory liabilities and has assigned Release Tracking Number (RTN) 4-0016075 to the Site. As outlined in the NOR, as the current owner, you are a Potentially Responsible Party (PRP) for this site.

This information is available in alternate format. Contact Michelle Waters-Ekanem, Director of Diversity/Civil Rights at 617-292-5751.  
TTY# MassRelay Service 1-800-439-2370  
MassDEP Website: [www.mass.gov/dep](http://www.mass.gov/dep)

Printed on Recycled Paper

This Notice of Noncompliance (NON) is provided to inform you that you are not in compliance with the MCP. MassDEP has no record of your completing the response actions required by the MCP to address this release.

The enclosed NON outlines the provisions of the MCP that you have not complied with. Contained within the Noncompliance Summary are the necessary actions you must complete to return to compliance. Additionally, there is a prescribed deadline for your completion of the action(s).

**MassDEP may assess a Civil Administrative Penalty in excess of several thousand dollars if you continue to be in noncompliance with the violation(s) cited herein.**

Notwithstanding this NON, MassDEP reserves the right to exercise the full extent of its legal authority in order to obtain compliance with all applicable requirements, including, but not limited to, criminal prosecution, civil action including court-imposed civil penalties, or administrative penalties assessed by MassDEP.

Attachment 2 of this NON is a Fact Sheet containing supplemental information.

If you have any questions regarding this matter, or if you would like to discuss compliance with this NON, please contact Allen Hemberger at the letterhead address or by email at [allen.hemberger@mass.gov](mailto:allen.hemberger@mass.gov). All communications regarding this matter must reference Release Tracking Number 4-0016075.

Sincerely,



John T. Handrahan, Chief  
Site Management/C&E Section  
Bureau of Waste Site Cleanup

H/AH/lg

Enclosures: Notice of Noncompliance  
Attachment 2: Supplemental Information Regarding This Notice of Noncompliance

CERTIFIED MAIL # 7019 2280 00002 2137 0444  
RETURN RECEIPT REQUESTED

ec: Terri Guarino, Health Agent  
Bourne Board of Health  
[tguarino@townofbourne.com](mailto:tguarino@townofbourne.com)

DEP-SERO  
Attn: Lisa Ramos, Regional Enforcement Office

cc: DEP-SERO  
Attn: Regional Enforcement Office

**NOTICE OF NONCOMPLIANCE**

**ENFORCEMENT DOCUMENT NUMBER 00010578  
RELEASE TRACKING NUMBER 4-0016075**

**NAME OF ENTITY IN NONCOMPLIANCE:**

Town of Bourne  
24 Perry Avenue  
Buzzard Bay, Massachusetts 02532-3441

**LOCATION WHERE NONCOMPLIANCE OCCURRED OR WAS OBSERVED:**

Bourne Community Building - Former Phil's Auto  
229-239 Main Street  
Buzzards Bay, Massachusetts

**DATES & DESCRIPTION OF REQUIREMENT(S) NOT COMPLIED WITH:**

1. Violation of 310 CMR 40.0560(7) – Tier Classification Extensions

Except where a site has filed a Permanent Solution Statement or a Downgradient Property Status Submittal, all sites for which MassDEP receives notification of a release or threat of release of oil and/or hazardous material pursuant to 310 CMR 40.0300 shall be Tier Classified in accordance with 310 CMR 40.0500. The site was Tier Classified on January 23, 2002. A Tier Classification Extension must be submitted within five years of the date of the initial Tier Classification to conduct ongoing MCP response actions at the Site.

To date, MassDEP has not received a Permanent Solution Statement, Downgradient Property Status Submittal, or a Tier Classification Extension for the Site. The deadline for submittal for the Tier Classification Extension was January 23, 2007. Therefore, you are not in compliance with the provisions of 310 CMR 40.0560(7).

2. Violation of 310 CMR 40.0877 – Phase IV Status Report and Remedial Monitoring Report

A Phase IV Remedy Implementaion Plan was submitted to MassDEP on April 5, 2002. Phase IV Status Reports shall be submitted to MassDEP every six months thereafter until a Permanent Solution, a Temporary Solution, or Remedy Operation Status (ROS) has been achieved.

The last Phase IV Status Report for the Site, dated September 29, 2006, was received by MassDEP on October 24, 2006. Therefore, you are not in complianace with the provisions of 310 CMR 40.0877.

3. Violation of 310 CMR 40.0560(2)(e) – Deadline for Permanent or Temporary Solution Statement

Pursuant to 310 CMR 40.0560(2)(e), a Permanent Solution Statement or Temporary Solution Statement, prepared pursuant to 310 CMR 40.1000, or a Remedy Operation Status Submittal pursuant to 310 CMR 40.0893, is due to be submitted to MassDEP within five (5) years of the effective date of the Tier Classification. Given the effective date listed above, one of these documents was due to be submitted by January 23, 2007.

To date, you have not submitted a Permanent Solution Statement, Temporary Solution Statement, or Remedy Operation Status Submittal to MassDEP. Therefore, you have failed to comply with the provisions of 310 CMR 40.0560(2)(e).

**DESCRIPTION AND DEADLINES OF ACTIONS TO BE TAKEN:**

1. **By June 5, 2021**, submit to MassDEP a Tier Classification Extension.
2. **By June 5, 2021**, submit to MassDEP a Phase IV Status Report.
3. **By March 5, 2022**, submit to MassDEP either a Permanent Solution Statement, a Temporary Solution Statement, or a Phase V Remedy Operation Status.

**All items must be prepared in accordance with the MCP.**

Notwithstanding this NON, MassDEP reserves the right to exercise the full extent of its legal authority to obtain compliance with all applicable requirements, including but not limited to, criminal prosecution, civil action including court-imposed civil penalties, and Civil Administrative Penalties issued by MassDEP.

By:



John T. Handrahan, Chief  
Site Management / C&E Section  
Bureau of Waste Site Cleanup

Date: March 9, 2021

## ATTACHMENT 2

### SUPPLEMENTAL INFORMATION FACT SHEET REGARDING THIS NOTICE OF NONCOMPLIANCE

This attachment further explains why this Notice of Noncompliance (NON) has been issued to you.

#### Why was I issued this NON?

MassDEP's records indicate that you are not in compliance with the MCP. This NON was issued to inform you of this fact and offer you an opportunity to come back into compliance by submitting information to MassDEP by the deadlines specified in the NON. You are listed in MassDEP's records as the person who is responsible for cleaning up the release cited in the attached NON. For example, at the time you or another party notified MassDEP that the release occurred, you either informed MassDEP that you accepted responsibility for the cleanup or you were sent a "Notice of Responsibility" (NOR) by MassDEP informing you that you are responsible for the release. In either case, MassDEP has reason to believe that you are an owner, operator, generator, transporter, disposer, or person who otherwise caused the release or threat of release of oil and/or hazardous materials cited in the attached NON. This means that, under Section 5 of M.G.L. Chapter 21E, you are a *Potentially Responsible Party* (PRP) and liable for response action costs associated with the release. As a PRP, you are required to conduct and complete certain response actions outlined in the MCP to clean up the release of oil and/or hazardous materials expeditiously.

#### What happens if I fail to comply with or respond to the NON?

You have specified deadlines for compliance with the NON. If you fail to comply, you may be assessed a penalty by MassDEP. Your total penalty exposure can be considerable. For example, penalties can be assessed for **each day** you remain in noncompliance. **You could be penalized thousands of dollars if you fail to comply with or respond to the NON by the deadline.** Please refer to the Civil Administrative Penalty Statute, Chapter 21A, Section 16 and 310 CMR 5.00, the Civil Administrative Penalty Regulations, for complete details on the Administrative Penalty rules.

#### When the cleanup contractor finished the work in the field, I thought my dealings with MassDEP were finished. What more do I have to do?

This is a common question asked when a NON is received. PRPs often think their dealings with MassDEP are over when, for example, the fieldwork is completed by an environmental consultant. Examples of this type of fieldwork include cleaning up a spill from a saddle tank leak on a roadway, or removing contaminated soil from a tank excavation during a tank replacement or contaminated debris from a fire. The fieldwork may be complete, but you still must submit paperwork to MassDEP to prove that the cleanup was undertaken in compliance with the MCP.

The MCP includes deadlines by which you must complete response actions and submit information about those response actions to MassDEP. MassDEP tracks the progress of cleanups by checking to see if you are sending information about your cleanup progress to MassDEP on time. For example, if a Permanent or Temporary Solution Statement is not received by MassDEP before the 1-year anniversary date of the release, MassDEP must assume that the environmental cleanup has not been completed. For work to continue after the 1-year anniversary date of the release, the MCP requires that you submit a Tier

Classification Submittal to MassDEP. If MassDEP does not receive either a Permanent or Temporary Solution Statement or Tier-Classification Statement by the 1-year anniversary date, MassDEP must assume that you are not implementing any cleanup at all. Without your cooperation in obtaining the cleanup information, MassDEP does not know whether serious environmental problems are being addressed. If work is not being performed, MassDEP must take action to ensure it happens. On the other hand, you may have finished the cleanup but neglected to forward the cleanup documentation required by the MCP.

**What do I have to do to comply with the NON?**

First, all response actions not directly managed by MassDEP staff must be overseen and directed by a "Licensed Site Professional" or LSP. LSPs are licensed by the Commonwealth, and their stamp and signature are required (together with yours) on all but one form you must submit to MassDEP. If you are not familiar with the forms and information required for you to comply with this NON, contact the environmental consultant who worked on your cleanup. If you have not undertaken any cleanup work, contact an LSP immediately. A list of LSPs may be obtained by calling (617) 556-1091 or viewing the list on the Internet at <http://www.state.ma.us/lsp>.

The documents you must submit to MassDEP require LSP stamp and signature. For example, when a cleanup is completely finished, the MCP requires that you submit a closure document (Permanent or Temporary Solution Statement) to MassDEP in which you attest that you have completed the cleanup in accordance with the MCP. If you do not submit a Permanent or Temporary Solution Statement to MassDEP, the case remains open in MassDEP's files even if the fieldwork is completely finished. If you received this NON and you think the fieldwork is completely finished, call your environmental consultant and LSP to find out how to have a Permanent or Temporary Solution Statement prepared and submitted to MassDEP.

If more environmental studies or cleanup are needed (for example, following the initial cleanup of a highway spill or soil contamination found during a tank replacement), you must submit paperwork to MassDEP describing your plans to continue the work in a timely manner. Again, these forms must contain an LSP's stamp and signature, and be co-signed by you. Depending on the circumstances, the possible submittals are an Immediate Response Action (IRA) Plan, IRA Status Report, IRA Completion Statement, and/or a Tier Classification Submittal.

You should also be aware that MassDEP does not become involved in or help mediate billing disputes with insurance companies, consultants, or LSPs. A common response to a NON is that an insurance company is slow on paying cleanup bills or will not cover various cleanup costs. Environmental consultants and LSPs may not submit MCP forms because their clients have not paid their bills. These matters must be resolved privately by you. You ultimately must comply with the attached NON or be subject to significant penalties from MassDEP.

## **1.0 INTRODUCTION**

BENNETT ENVIRONMENTAL ASSOCIATES, LLC. (BEA) has prepared the following Phase IV Status report and Tier II Extension on behalf of the Town of Bourne, for the property located at 229-239 Main Street in Buzzards Bay, MA (the Site). This filing is in response to the Notice of Noncompliance (NON), dated March 9, 2021, that identified certain requirements of the Massachusetts Contingency Plan (MCP) were not complied with. This Phase IV Status report presents a brief history of the Disposal Site and a summary of the work conducted since the Phase IV Status Report filed in October 2006, in compliance with 310 CMR 40.0877 of the MCP. The Phase IV Status report includes the required certifications on the attached BWSC-108 Transmittal Form.

The Tier II Extension explains why a Permanent Solution, Temporary Solution, or Remedy Operation Status has not been achieved and describes the status of response actions and includes a plan and proposed schedule to achieve, at a minimum, a Temporary Solution within one year and discusses the feasibility of achieving a Permanent Solution. in compliance with 310 CMR 40.0560(7) of the MCP. The Tier II Extension filing includes the required certifications on the attached BWSC-107 and BWSC-107A Transmittal Forms.

### **1.1 Environmental Conditions**

The subject properties, at 229-239 Main Street in Buzzards Bay, MA, are located on the north side of Main St. northwest of the intersection of Main St. and Perry Ave. [Refer to Figure 1]. According to the Bourne Assessors office, the 229 Main St. property contains approximately 0.98 acres of land area, while the 239 Main St. property contains another 5.85 acres. The properties are developed by the Bourne Memorial Community Building, a playground, ballfields, a basketball court and skatepark. The site was redeveloped in 2002, where the Town purchased the 229 Main St. property, demolished the former service station building and included the parcel in the plans to construct the new community center complex. The former Community Center building at the 239 Main St. property was also demolished to make way for the new building.

The property is located on Main St. in Buzzards Bay with mixed commercial and residential development in the surrounding area. Potable water at the property and surrounding area is provided by the Bourne Water District, with no known potable wells within 500' of the site. Groundwater at the site is located between 8 and 11 feet below grade. Regional groundwater contours indicate a southwesterly flow direction towards the Cape Cod Canal, located approximately 1,400' south of the site. The closest surface water body is Bourne Pond, located approximately 450' east of the site [Refer to Figure 2].

According to the MA DEP BWSC Phase I Site Assessment Map, the subject properties are located in a non-potential drinking water source area (NPDWSA), based on the urban setting and density of development. There are no know private potable wells within 500' of the subject property. An interim wellhead protection area (IWPA) for a non-community public water supply well is located approximately one-half mile east-northeast. The FEMA 100-year

Floodplain is shown approximately 300 feet south of the site. The Cape Cod Canal is shown as a NHESP Estimated Rare Wetland Wildlife Habitat [Refer to Figure 3].

## **1.2 Applicable Method 1 Risk Characterization Standards**

As per 310 CMR 40.0932, groundwater is divided into three categories to evaluate exposure risks associated with ingestion (GW-1), inhalation (GW-2) and discharge to surface waters (GW-3). Wherein the site is mapped within a NPDWSA the GW-1 groundwater category does not apply at the site. Wherein the average depth to groundwater at the site is less than 15' from grade, the GW-2 groundwater category applies at the site if it is located within 30 feet of an occupied building. The GW-3 groundwater category applies at all disposal sites.

Based on frequency/intensity of use and accessibility of impacted soils, the S-2 and S-3 soil categories apply as per 310 CMR 40.0933. In addition, the S-1 soil category is also considered towards the future uses and activities at the site.

## **1.3 Project Background**

The subject site was first issued a Release Tracking Number (RTN 4-16075) in February 2001, as a result of petroleum impact in soil and groundwater discovered at the subject 229 Main St. property, during an Environmental Site Assessment (ESA). According to the ESA report the property located at 229 Main St. was operated as a gas station from the 1930s. Documents indicate that multiple tanks were removed from the property in the 1980s and 1990s. The Phase I ESA was submitted to the DEP on January 11, 2002, along with a Tier Classification transmittal form and numerical ranking scoresheet, classifying the property as a Tier II Disposal Site.

A Phase II Comprehensive Site Assessment was conducted in 2001-2002. The investigation included dozens of soil borings and installation of injection wells for remedial additives. The investigation identified petroleum-impacted soils in three locations, with volatile petroleum hydrocarbon (VPH) fractions above the S-1(GW-2/GW-3), Method 1 Risk Characterization Standards. However, each sample was collected below 10' and exposure point concentrations (EPCs) were used to demonstrate that the average concentrations were below the most stringent S-1 and applicable S-2(GW-2/GW-3) Standards. Groundwater impact consisting of fractional VPH and BTEX above the GW-2 and GW-3 Standards and fractional EPH above GW-2 standards. The impacted soil and groundwater at the site was determined to be the result of release(s) at the 229 Main St. property, including the USTs removed in 1985, from spills during filling and leaks from the former dispensers, a former floor drain discharge pathway, and possible contaminant migration from off-site sources along Main St. No sources of contamination were identified at the 239 Main St. property.

A second RTN (4-16216) was issued for the property in April 2001, after ½" of light non-aqueous phase liquid (LNAPL) was observed in monitoring well MW-3. This well is located in the southwest corner of the property, downgradient of the former gasoline underground storage tanks (USTs). An Immediate Response Action (IRA) ensued, consisting of manual bailing

and off-site disposal of approximately 25 gallons of LNAPL and water. An IRA Completion Statement was filed with the DEP in August 2001.

A third RTN (4-16962) was issued in March 2002 after removing two 1,500-gallon USTs at the property. The USTs were discovered as a result of a magnetic survey at the property. A soil sample collected from the bottom of the excavation reported Total Organic Vapors (TOVs) at 315 parts per million (ppm), which exceeded the reporting threshold of 100 ppm during UST removals.

A combined Phase II/Phase III/Phase IV document was submitted to DEP on April 5, 2002. The report documented the results of the Phase II investigation and presented various remedial alternatives in the Phase III Remedial Action Plan (RAP) section of the report. After reviewing the remedial strategies, in-situ bio-augmentation without pumping and via direct injection was selected as the preferred remedial alternative. The Phase IV Remedy Implementation Plan (RIP) proposed to treat dissolved-phase groundwater impact and soil impact within the smear zone from approximately 8-12' below grade, by using injection points installed within the area of impact. Microbes, nutrients, and an oxygen-producing biocatalyst provided by MicroSorb® Environmental Products, Inc. were specified as the remedial additives for bioaugmentation. The RIP further described a proposed passive sub-slab depressurization system ("venting system") to be installed beneath the southwest corner of the Bourne Community Building, prior to its construction. The venting system was to be installed as a preemptive measure, in the event that vapor intrusion was determined to be a concern, pending the results of the bio-augmentation remediation. The RIP also indicated that during site development, construction, or Phase IV activities, if impacted soils were generated those soils may be treated on-site by wetting the area with microbes. The proposed schedule for implementing Phase IV activities indicated injection and monitoring well installation within 60 days of submitting the report.

The next filing was a Phase IV Inspection & Monitoring Report, submitted to DEP on March 23, 2006, which documents Phase IV activities from April 2002 through August 2005. The report indicates that nine bio-augmentation injections were made from April 2002 to June 2003. The report then states that from June 2003 to April 2005 no Phase IV activities were conducted due to a number of issues arising from site redevelopment related to the construction of the new Bourne Community Building. These included damage/destruction of injection and monitoring wells, construction delays, financial issues, and a lawsuit between the town and the developer.

The report further documents LNAPL measurements and recovery via hand-bailing from 2002 to 2005. The product/oily-water was stored on-site in 55-gallon drums and was later transported off-site for disposal. In April 2005, two inches of LNAPL was observed on IW-7 and six inches of LNAPL was observed on MW-3. As a result, a focused subsurface assessment to evaluate the source and extent of LNAPL was initiated. The report states that the assessment was partly to determine if the LNAPL at the site may have been related to an upgradient release "associated with the known historical gasoline releases located under Route 28". However, the report does not go into further detail regarding the "known releases", and the assessment concluded that the site did not meet the criteria for a Downgradient Property Status (DPS). As part of the assessment additional borings were advanced surrounding IW-7 to

delineate the extent and presence of LNAPL. No LNAPL was observed and the borings were finished as additional injection points.

In May and June 2005, a short-term, targeted, bio-augmentation program was initiated in MW-3 and IW-7, wherein oily water was pumped from the wells, mixed with MicroSorb products and then re-injected back into the respective wells. A pump test was also conducted on MW-3 and IW-8 using a submersible pump, while measuring drawdown in IW-7, in order to evaluate migration and recovery of LNAPL. The pump test showed that the flow rate of the submersible pump was inadequate to produce a sufficient cone of depression.

The report further documents petroleum-contaminated soil removal from various locations during site redevelopment. These locations included at the southwest corner of the Community Building, in the vicinity of the new driveway and drainage bed. The soils were taken to the Bourne Integrated Solid Waste Management facility for disposal.

The proposed Passive Sub-Slab Depressurization System was installed in May 2002. The system was installed at the southwest corner of the new building as proposed. The system is composed of four horizontal pieces of 2-inch slotted PVC pipe, set in washed crushed stone. The system is plumbed through the west foundation wall and connected to a vertical PVC pipe which is capped at the surface. A vapor barrier was installed beneath the entire building. Field-screening of the system reported TOVs between 0.3 and 1.2 ppm in July 2003, with no TOVs detected anywhere within the building. An air sample was collected from the system in November 2004 to evaluate soil vapor beneath the building. Results of air-phase petroleum (APH) sampling reported concentrations of fractional VPH and BTEX analytes above guidance limits for indoor air and for indoor air in a residential scenario. However, the report noted that the sample was not representative of indoor air and was representative of soil vapor beneath the vapor barrier used in constructing the building. The report concluded that additional assessment for the presence of LNAPL and that a more aggressive treatment system may be necessary.

The next filing was a Phase IV Inspection & Monitoring Report, submitted to DEP on October 24, 2006, which documents Phase IV activities from October 2005 through September 2006. The report indicates that no additional Phase IV activities were conducted over the reporting period. The report concludes that based on the persistent presence of LNAPL in the southwestern corner of the Site, A more aggressive treatment system was deemed necessary. The report states that a Phase IV RIP Modification was forthcoming and was anticipated to include LNAPL recovery and off-site disposal using a groundwater pump and treat system. The bio-augmentation strategy would then resume, once the LNAPL was removed from the treatment zone. No further Phase IV reports were submitted beyond the October 2006 filing.

In March 2021, the Town of Bourn received a NON indicating certain requirements of the MCP were not complied with. These requirements included Tier Classification Extension submittal due on January 23, 2007, Phase IV Status Reports due every six months and a Permanent or Temporary Solution Statement due on January 23, 2007. It is believed that the NON was sent to the town due to soil and groundwater impact discovered during a Phase I ESA, at Coastal

Motors, located at 236 Main St. to the south. As a result of the discovery, Release Notification was made to the MA DEP on November 11, 2020. The associated Release Notification Form (RNF) identified fractional VPH constituents in soil and groundwater exceeding the RCS-1 and RCGW-2 Reporting Concentrations and RTN-28559 was issued for the Release.

## **2.0 PHASE IV STATUS REPORT**

### **2.1 Type and Frequency of Operation, Maintenance and/or Monitoring Activities Conducted [310 CMR 40.0877(4)(a)]**

Upon engagement on March 18, 2021, BEA made a thorough review of the public record on MCP related response actions as summarized in Section 1.0. This review identified deficiencies in site characterization and risk evaluation, wherein the extent and magnitude of groundwater impact downgradient of the property was never investigated. Additionally, it appears that the selected remedial strategy was ill-advised, wherein the occurrence of LNAPL should have been addressed prior to bioremediation injections. Significant problems during the course of remediation efforts also hampered execution of the remedial strategy and affected performance. A summary of findings was presented to the Town and an informal meeting with the Department was organized to discuss moving the project forward.

BEA conducted an initial site inspection on March 29, 2021. Existing groundwater monitoring wells and injection wells were located and inspected for sampling availability. Monitoring wells MW-1 and MW-3 and injection well IW-4 could not be located at the time. All of the remaining wells were located and appeared viable with groundwater levels measured between 8 and 9 feet below grade.

On April 27 and 28, 2021, BEA returned to the site to collect groundwater samples from the existing monitoring wells and injection wells. Monitoring wells MW-1 and MW-3 and injection well IW-4 were located using a magnetometer and were included in the sampling. Each of the wells were sampled for extractable petroleum hydrocarbons (EPH) and polycyclic aromatic hydrocarbons (PAHs), and volatile petroleum hydrocarbons (VPH) with target benzene, toluene, ethylbenzene, and xylenes (BTEX) compounds. In addition, monitoring wells MW-1, MW-2 and MW-3 were sampled for lead, ethylene dibromide (EDB) and 1,2-Dibromo-3-chloropropane (DBCP).

BEA personnel also replaced four roadboxes at injection wells IW-7, IW-8, IW-10 and IW-11 that were damaged. An instrument survey was also conducted to accurately locate the monitoring and injection well network, relative to the existing building and surrounding area

### **2.2 Significant Modifications [310 CMR 40.0877(4)(b)]**

No operation, maintenance and/or monitoring has been performed at the site since September 2005. Those Phase IV activities were documented in the previous "Phase IV – Inspection & Monitoring Status Report", prepared by Mahoney & Douglas, Ltd., dated September 29, 2006. The site inspection and groundwater sampling event conducted in April 2021 by BEA was

conducted to evaluate existing conditions, as the basis for this Phase IV Status report to achieve compliance under the MCP.

### **2.3 Evaluation of the Performance of the Remedial Action [310 CMR 40.0877(4)(c)]**

Laboratory results for the April 2021 groundwater sampling event were received May 10, 2021. The results reported concentrations of various EPH C11-C22 Aromatics, Naphthalene, 2-Methylnaphthalene and Acenaphthylene in all of the wells, with the exception of MW-1, IW-1, and IW-3, which reported EPH and PAHs as Non-Detect. None of the EPH/PAH analytes were reported above the GW-2 or GW-3 Method 1 Risk Characterization Standards.

Concentrations of EDB and DBCP were reported as Non-Detect in monitoring wells MW-1, MW-2, and MW-3. Lead was reported as Non-Detect MW-2 and MW-3. Trace concentrations of lead were reported in MW-1 below the GW-2 and GW-3 Standards.

All of the wells reported concentrations of various VPH fractions and BTEX compounds, with the exception of MW-2 and IW-3, which reported those compounds as Non-Detect. The wells reporting the highest concentrations of petroleum were all located in the southwest corner of the property. Monitoring well MW-3 and injection wells IW-4, IW-8, IW-9, IW-10, IW-11 reported concentrations of various VPH and BTEX compounds above the GW-2 Standards. Concentrations of Total xylenes were reported above the GW-3 Method 1 Risk Characterization Standards in injection wells IW-8 and IW-11.

Based on the amount of time that has passed since the Remedial Action was initiated (2002) and the scarcity of groundwater data, it is difficult to comment on the performance of the Remedial Action. Nevertheless, during the site inspections conducted in March and April of this year, no LNAPL was observed in any of the wells and the analytical results from the April 2021 sampling event reported substantial reductions in concentrations of fractional VPH and BTEX compounds, compared to historic results. Groundwater sampling results for the April 2021 sampling event are summarized in Tables 1, 2 and 3. Groundwater sampling results compared to historical results are summarized in Table 4.

### **2.4 Conditions or Problems Affecting Performance [310 CMR 40.0877(4)(d)]**

Other than the groundwater sampling conducted in April 2021, no operation, maintenance or monitoring of the Remedial Action has been conducted since 2005. Based on the absence of any such treatment in over 15 years, no operations or maintenance of the bio-remedial strategy appears necessary at this time and efforts are being focused on site characterization and risk characterization.

### **2.5 Corrective Measures [310 CMR 40.0877(4)(e)]**

Groundwater sampling in April 2021 was performed to evaluate existing conditions. Future response actions will include additional assessment and monitoring to evaluate exposure pathways and characterize risk to human and environmental receptors.

## **2.6 LSP Information [310 CMR 40.0877(4)(e)]**

LSP of Record: John Tadema-Wielandt, LSP  
LSP Number: 1707

In addition, the name, license number, signature and seal of the Licensed Site Professional are provided on the BWSC-108 Transmittal Form, submitted electronically along with this report.

## **3.0 TIER CLASSIFICATION EXTENSION [310 CMR 40.0560(7)]**

### **3.1 Transmittal Form and Required Statement [310 CMR 40.0560(7)(c)(1)]**

In accordance with the above regulations, the appropriate transmittal form has been completed and submitted concurrent with this filing.

Remedial Response Actions stalled at the site in 2005. The last regulatory filing was a Phase IV Inspection and Monitoring Status Report, submitted in October 2006. At that time concentrations of petroleum hydrocarbons reported in groundwater precluded filing a Permanent Solution or a Temporary Solution. It is unclear why work stalled and reporting stopped. It is for these reasons that a Permanent Solution, Temporary Solution, or Remedy Operation Status has not been achieved at the site.

### **3.2 Description of the Status of Response Actions with Plan and Proposed Schedule [310 CMR 40.0560(7)(c)(2)]**

#### **Status of Response Actions**

Response actions at the site have resumed after 15 years of inactivity. Groundwater sampling was conducted in April 2021 to assess current conditions and evaluate risk to human and environmental receptors. Results from this most recent sampling event report concentrations of Total Xylenes above the applicable GW-3 Method 1 Risk Characterization Standards in two Injection Wells (IW-8 and IW-11) in the southwest portion of the property. None of the wells within 30 feet of the existing building reported concentrations of EPH/PAHs or VPH/BTEX above the GW-2 Standards.

These initial groundwater sampling results indicate an area of dissolved-phase groundwater impact is located in the southwestern portion of the subject property. Additional assessment activities are proposed, to determine the vertical and horizontal extent of groundwater impact and to determine if the concentrations of fractional VPH reported at the Coastal Motors property are related to the subject release. Quarterly groundwater monitoring of select wells is also proposed to evaluate plume dynamics and review seasonal variations in site conditions. Based on the initial groundwater sampling results, vapor intrusion into the existing Community building does not appear likely. Soil vapor and/or indoor air testing will be considered based on the results of future groundwater sampling results. The results of the proposed assessment

and monitoring will determine if a Temporary Solution can be achieved within one year of the Tier Classification Extension.

The discovery of soil and groundwater impact at the southerly abutting Coastal Motors property may indicate that impact has migrated off site. This assumption will need to be substantiated and documented in a Downgradient Property Status submittal provided by Coastal Motors. At the time the samples were collected in July 2020, the concentrations of fractional VPH C9-C10 Aromatics reported exceeded the RCGW-2 Reportable Concentration. However, the well where the impact was reported [(CM)MW-3] is not located within 30 feet of an existing building. Another monitoring well [(CM)MW-2] installed closer to the Coastal Motors building reported concentrations below RCGW-2 and Method 1 GW-2 Standards, as such and vapor intrusion does not appear likely. No concentrations reported at the Coastal Motors property exceeded GW-3 Method 1 Standards. Concentrations of fractional VPH in soil reported at the Coastal Motors property exceeded the RCS-1 criteria. However, these soils are located at the groundwater interface 12-15' below grade and meet the applicable S-2 and S-3/ GW-2 and GW-3 Method 1 Standards.

#### **Additional Work / Proposed Schedule**

Assessment – Conduct test borings/install monitoring wells to define the extent of dissolved-phase groundwater impact beyond the southern property line of the subject properties. Test borings will be performed within 4-6 weeks of this filing (July 2021). At the time of monitoring well installation, additional soil sampling is anticipated to evaluate capillary fringe soils as a source of chronic groundwater contamination. The need for soil vapor and/or indoor air testing will be evaluated based on future groundwater sampling results.

Monitoring – Collect groundwater samples from a select group of groundwater monitoring wells and injection wells on a quarterly basis. Groundwater samples will be collected in July 2021, October 2021, and January 2022.

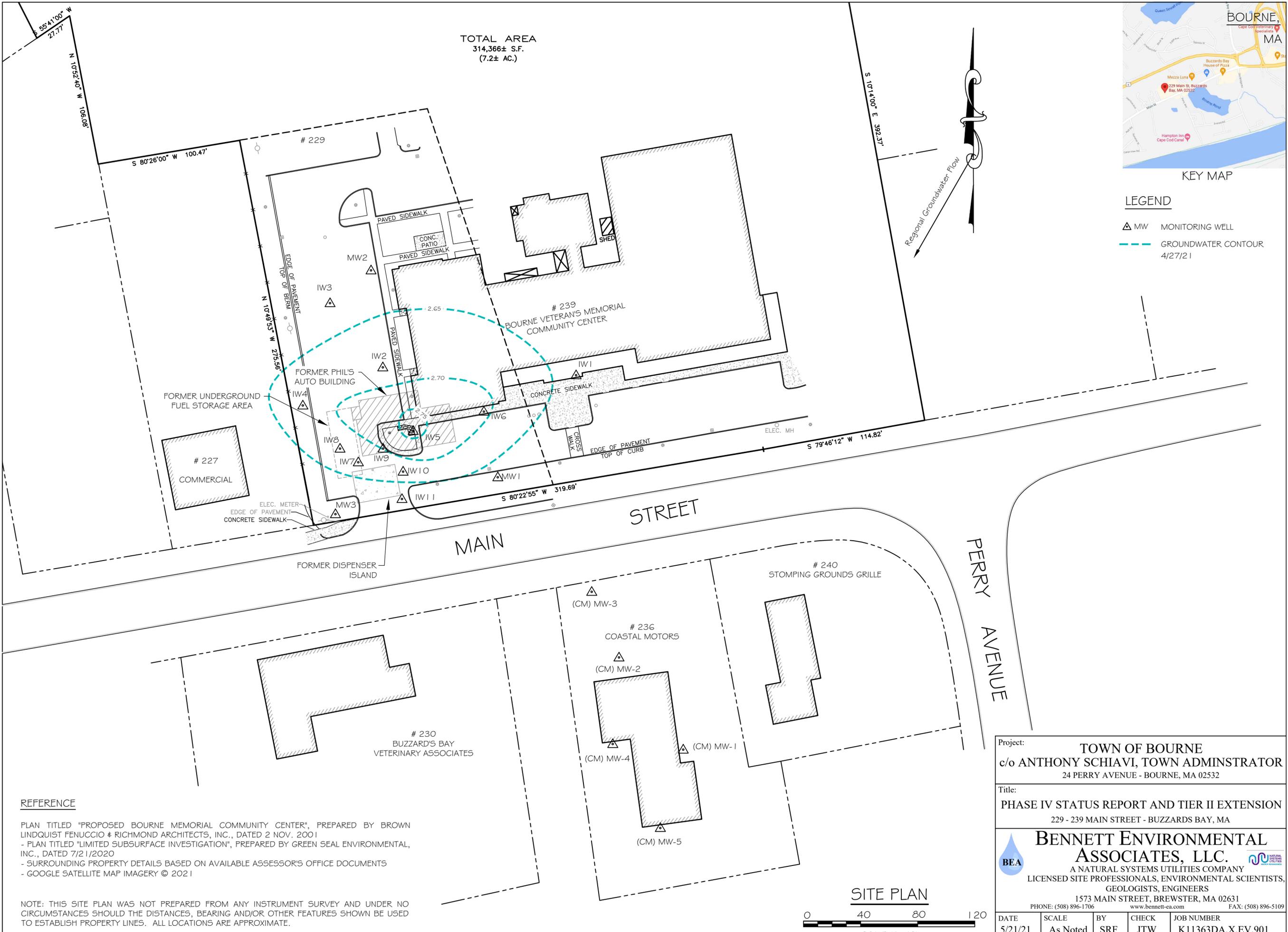
TOTAL AREA  
314,366± S.F.  
(7.2± AC.)



KEY MAP

LEGEND

- ▲ MW MONITORING WELL
- GROUNDWATER CONTOUR 4/27/21

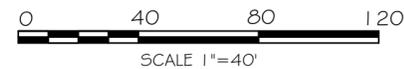


REFERENCE

PLAN TITLED "PROPOSED BOURNE MEMORIAL COMMUNITY CENTER", PREPARED BY BROWN LINDQUIST FENUCCIO & RICHMOND ARCHITECTS, INC., DATED 2 NOV. 2001  
 - PLAN TITLED "LIMITED SUBSURFACE INVESTIGATION", PREPARED BY GREEN SEAL ENVIRONMENTAL, INC., DATED 7/21/2020  
 - SURROUNDING PROPERTY DETAILS BASED ON AVAILABLE ASSESSOR'S OFFICE DOCUMENTS  
 - GOOGLE SATELLITE MAP IMAGERY © 2021

NOTE: THIS SITE PLAN WAS NOT PREPARED FROM ANY INSTRUMENT SURVEY AND UNDER NO CIRCUMSTANCES SHOULD THE DISTANCES, BEARING AND/OR OTHER FEATURES SHOWN BE USED TO ESTABLISH PROPERTY LINES. ALL LOCATIONS ARE APPROXIMATE.

SITE PLAN



Project:				<b>TOWN OF BOURNE</b>			
				c/o ANTHONY SCHIAVI, TOWN ADMINSTRATOR			
				24 PERRY AVENUE - BOURNE, MA 02532			
Title:				PHASE IV STATUS REPORT AND TIER II EXTENSION			
				229 - 239 MAIN STREET - BUZZARDS BAY, MA			
				<b>BENNETT ENVIRONMENTAL ASSOCIATES, LLC.</b> A NATURAL SYSTEMS UTILITIES COMPANY LICENSED SITE PROFESSIONALS, ENVIRONMENTAL SCIENTISTS, GEOLOGISTS, ENGINEERS 1573 MAIN STREET, BREWSTER, MA 02631 PHONE: (508) 896-1706 www.bennett-ea.com FAX: (508) 896-5109			
				DATE	SCALE	BY	CHECK
5/21/21	As Noted	SRF	JTW	K11363DA.X.EV.901			

**From:** [Cody, David](#)  
**To:** [Schiavi, Anthony](#)  
**Cc:** [Sundman, Nancy](#)  
**Subject:** Donation Account Request  
**Date:** Tuesday, May 25, 2021 9:36:55 AM

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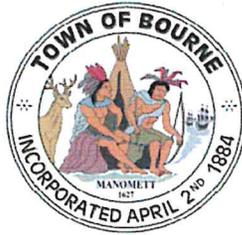
Good Morning Tony,

I am asking that you add to a BOS agenda my request to spend \$3000 from the Fire Department donation account. This request will be used to support our community risk reduction program. Specifically, we are targeting residences where we find no working smoke/carbon monoxide protection devices within our vulnerable population if we happen to respond to their home for an incident.

This should give me adequate funding to purchase approximately 50 sealed battery combination smoke/CO detectors as well as the necessary tools to install them.

Please let me know if you need anything else. Thank you.

Dave



Selectmen's Correspondence

June 1, 2021

- A. 2 Letters from DEP – Joint Base Cape Cod
- Draft Chemical Spill-20 Remedial Action Completion Report
  - Draft Chemical Spill-23 Remedial Action Completion Report
- B. Update from Xfinity on changes to TV service
- C. Letter from Depts. Of the Army and the Air Force regarding Divestment of the JBCC Water & Wastewater Assets
- D. Reappointment of Mandy Holway to the Cape Cod Water Protection Collaborative
- E. Letter from Sound Science. Creative Solutions. [SWCA] with notification to prepare an Environmental Impact Statement for Revolution Wind LLC's Proposed Wind Energy Facility Offshore Rhode Island
- F. Letter from the Buzzards Bay Water District informing us that the need to submit a letter of intent to complete a mitigation plan
- G. Email from Kathleen MacDougall requesting a meeting with the Board of Selectmen regarding needed services in the community.
- H. Email from Wandra Harmsen, Bourne Wareham Race Amity Committee, Requesting the Selectmen's participation on Race Amity Day celebration on June 13th the Buzzards Bay Park from 11a.m. – 1:00 p.m.



Commonwealth of Massachusetts  
Executive Office of Energy & Environmental Affairs

## Department of Environmental Protection

Southeast Regional Office • 20 Riverside Drive, Lakeville MA 02347 • 508-946-2700

Charles D. Baker  
Governor

Karyn E. Polito  
Lieutenant Governor

Kathleen A. Theoharides  
Secretary

Martin Suuberg  
Commissioner

May 11, 2021

AFCEC/JBCC  
Attn: Rose Forbes  
Remediation Program Manager  
322 East Inner Road  
Otis ANG Base  
Massachusetts 02542

RE: **BOURNE - BWSC**  
Release Tracking Number: 4-0000037  
Joint Base Cape Cod (JBCC)  
**Draft Chemical Spill-23 (CS-23) Remedial  
Action Completion Report (RACR),  
Concurrence**

Dear Ms. Forbes:

The Massachusetts Department of Environmental Protection ("MassDEP") has reviewed the document "**Draft Chemical Spill-23 (CS-23) Remedial Action Completion Report (RACR)**" dated April, 2021 (the "RACR"). The RACR was prepared by the Air Force Civil Engineer Center (AFCEC) Installation Restoration Program (IRP) at Joint Base Cape Cod (JBCC). The purpose of the Remedial Action Completion Report (RACR) is to document the completion of the remedial action for the Chemical Spill (CS-23) groundwater site in accordance with the Final Record of Decision for Chemical Spill-23 Groundwater (October 2007) and the Final Explanation of Significant Differences for the Installation Restoration Program Groundwater Plumes at the Massachusetts Military Reservation (September 2011).

MassDEP has the following comment:

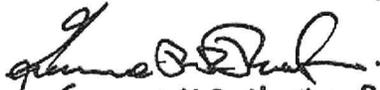
Page 1-4, Section 1.2, Top of Page, Last Sentence – Given that the AFCEC has identified the Massachusetts Maximum Contaminant Level (MMCL) for the six regulated per- and polyfluoroalkyl substances (PFAS) as an Applicable or Relevant and Appropriate Requirement (ARAR) the sentence should be edited to include comparison of results to the MassDEP MMCL for six PFAS.

This information is available in alternate format. Contact Michelle Waters-Ekanem, Director of Diversity/Civil Rights at 617-292-5751.  
TTY# MassRelay Service 1-800-439-2370  
MassDEP Website: [www.mass.gov/dep](http://www.mass.gov/dep)

Printed on Recycled Paper

Please incorporate this letter into the Administrative Record for the CS-23 groundwater. If you have any questions regarding this matter, please contact me at (508) 946-2871 or Elliott Jacobs at (508) 946-2786.

Sincerely,

  
Gerard M. Martin for:  
Leonard J. Pinaud, Chief  
Federal Site Management  
Bureau of Waste Site Cleanup

GM/EJ

Ec: Upper Cape Boards of Selectmen  
Upper Cape Boards of Health  
JBCC Cleanup Team  
MassDEP Boston/Southeast Region



Commonwealth of Massachusetts  
Executive Office of Energy & Environmental Affairs

## Department of Environmental Protection

Southeast Regional Office • 20 Riverside Drive, Lakeville MA 02347 • 508-946-2700

Charles D. Baker  
Governor

Kathleen A. Theoharides  
Secretary

Karyn E. Polito  
Lieutenant Governor

Martin Suuberg  
Commissioner

May 11, 2021

AFCEC/JBCC  
Attn: Rose Forbes  
Remediation Program Manager  
322 East Inner Road  
Otis ANG Base  
Massachusetts 02542

RE: **BOURNE - BWSC**  
Release Tracking Number: 4-0000037  
Joint Base Cape Cod (JBCC)  
**Draft Chemical Spill-20 (CS-20) Remedial  
Action Completion Report (RACR),  
Concurrence**

Dear Ms. Forbes:

The Massachusetts Department of Environmental Protection ("MassDEP") has reviewed the document "**Draft Chemical Spill-20 (CS-20) Remedial Action Completion Report (RACR)**" dated March, 2021 (the "RACR"). The RACR was prepared by the Air Force Civil Engineer Center (AFCEC) Installation Restoration Program (IRP) at Joint Base Cape Cod (JBCC). The purpose of the Remedial Action Completion Report (RACR) is to document the completion of the remedial action for the Chemical Spill-20 (CS-20) groundwater site in accordance with the Final Record of Decision for the Chemical Spill-4, Chemical Spill-20, Chemical Spill-21, and Fuel Spill-13 Plumes (February 2000), the Final Explanation of Significant Differences for Chemical Spill-4, Chemical Spill-20, Chemical Spill-21, Fuel Spill-13, Fuel Spill-28, and Fuel Spill-29 Groundwater Plumes (September 2008), and the Final Explanation of Significant Differences for the Installation Restoration Program Groundwater Plumes at the Massachusetts Military Reservation (September 2011).

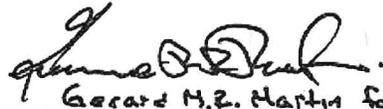
MassDEP has no comments on the RACR.

This information is available in alternate format. Contact Michelle Waters-Ekanem, Director of Diversity/Civil Rights at 617-292-5751.  
TTY# MassRelay Service 1-800-439-2370  
MassDEP Website: [www.mass.gov/dep](http://www.mass.gov/dep)

Printed on Recycled Paper

Please incorporate this letter into the Administrative Record for the CS-20 groundwater. If you have any questions regarding this matter, please contact me at (508) 946-2871 or Elliott Jacobs at (508) 946-2786.

Sincerely,

  
Gerard M. Martin for:  
Leonard J. Pinaud, Chief  
Federal Site Management  
Bureau of Waste Site Cleanup

GM/EJ

Ec: Upper Cape Boards of Selectmen  
Upper Cape Boards of Health  
JBCC Cleanup Team  
MassDEP Boston/Southeast Region



May 4, 2021

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

***Re: Programming Advisory***

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. As part of that ongoing commitment to keep you informed, we wanted to update you on the following:

The distributor of Newsy informed Comcast that effective June 30, 2021 the channel will cease operation as a traditional TV channel. It will continue to be available as part of the Xumo app.

Customers are receiving notice of these changes in their bill.

Please feel free to contact me at [Michael\\_Galla@cable.comcast.com](mailto:Michael_Galla@cable.comcast.com) should you have any questions.

Very truly yours,

*Michael Galla*

Michael Galla, Sr. Manager  
Government Affairs

BOURNE BD OF SELECTMEN  
RCUD 2021 MAY 14 AM 10:38



DEPARTMENTS OF THE ARMY AND THE AIR FORCE  
MASSACHUSETTS JOINT FORCE HEADQUARTERS  
OFFICE OF THE ADJUTANT GENERAL  
2 RANDOLPH ROAD  
HANSCOM AFB, MA 01731

20 April 2021

MEMORANDUM FOR

FROM: NGMA-TAG

SUBJECT: Divestment of the JBCC Water and Wastewater Assets

1. In September 2019, the National Guard received a proposal from Converge Partners and the Town of Barnstable to acquire and operate the Joint Base Cape Cod (JBCC) water and wastewater utility systems. Over the past year the Massachusetts Air National Guard has thoroughly reviewed this proposal and explored alternative solutions for privatizing these systems. Additionally, we were able to incorporate changes to the terms of the proposed agreement in order to best meet the needs of JBCC. Based on these efforts, I believe that the current Converge Partners proposal is in the best interest of the Massachusetts National Guard, the JBCC tenants, and the surrounding communities.

2. The divestment of the JBCC water and wastewater assets has been a goal of the 102d Intelligence Wing for over a decade. The Air National Guard inherited these assets from the US Air Force in 1974. Since this time, the National Guard has been paying the majority of the costs to operate these systems, which support all the tenants on JBCC. Furthermore, the 102d Intelligence Wing has been directly responsible for the operation and maintenance of these systems. By executing the proposed agreement with the Converge Partners we will be able to resolve the longstanding need to divest these assets; and provide potential opportunities to the surrounding communities to meet their water and wastewater needs.

3. Our analysis of alternative solutions included a cost estimate for an Operations and Maintenance (O&M) contract whereby the National Guard would retain the liability of ownership. We also calculated the total cost for the National Guard to continue operating the systems with the appropriate manpower, equipment and maintenance schedule. The table below compares the analysis of these options to the Converge Partners proposal:

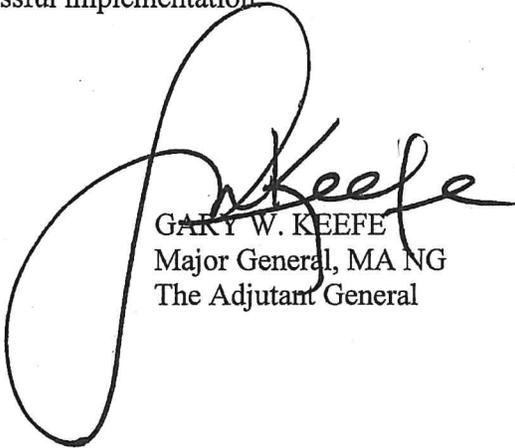
<b>Option</b>	<b>Cost Estimate</b>
O&M Privatization Contract	\$1,800,000
Continued National Guard Operations	\$1,563,977
Converge (Year 1)	\$2,046,241
Converge (Year 2)*	\$1,302,335

\*Year 2 decrease from year 1 is based on anticipated revenue from non-JBCC users. Future years will be based on year 2 costs plus a 2% inflationary factor

Although the Converge proposal is comparable to the current total cost incurred by the National Guard, it will result in an increase to JBCC tenants. This increase is primarily driven by the inability, per DoD directive, for us to bill other Federal agencies for direct labor costs associated

with the operation of the water and wastewater systems. Consequently, over the years, the JBCC tenants have been charged for approximately half of the actual total operating costs of the systems while the National Guard covered 100% of the labor costs. Specifically, in 2019 the cost to operate these systems was approximately \$1.3 million, however only \$764,000 was allowed to be billed to the tenants. Under the Converge agreement, each user organization will be charged their share of the full cost to operate the systems. As a result, the JBCC tenant costs under the Converge proposal will increase by approximately 270% in year 1 from current costs (CY19). The year 2 costs represent approximately 170% increase from the current costs (CY19).

4. Although I recognize the initial budgetary challenge to the JBCC tenants, the long term benefits of the divestment are significant. This opportunity resolves the National Guard's utilities system ownership burden; supplies the Upper Cape communities with additional wastewater capacity and infrastructure; and provides a water and wastewater utility pathway to foster future growth on JBCC. Your support regarding this effort would be greatly appreciated as we work collaboratively with Converge Partners toward a successful implementation.



GARY W. KEEFE  
Major General, MA NG  
The Adjutant General

**Rebello, Mary**

---

**From:** Mandy Holway [REDACTED]  
**Sent:** Wednesday, May 19, 2021 1:52 PM  
**To:** Rebello, Mary  
**Subject:** Re: Cape Cod Water Protection Collaborative

Hi Mary

Sure I'd be happy to Serve another term. Would you like me to be on the zoom at that selectmen's meeting?

Thanks, Mandy

On Wed, May 19, 2021 at 11:16 AM Rebello, Mary <[MRebello@townofbourne.com](mailto:MRebello@townofbourne.com)> wrote:

Hello Mandy...

I just realized I did not send you a letter asking if you wanted to serve another term on the Cape Cod Water Protection Collaborative.

Most of the appointment expire on June 30<sup>th</sup> and my merge did not pick up the May 2<sup>nd</sup> date, however, I put your reappointment on the June 1<sup>st</sup> selectmen's meeting.

Please let me know at your earliest convenience your decision.

Thanks

Mary

*Mary Rebello*

[mrebello@townofbourne.com](mailto:mrebello@townofbourne.com)

508.759.0600 x1503

508.759.0420 - fax

BOURNE BO OF SELECTION  
ROAD 2021 MAY 17 AM 11:55



Sound Science. Creative Solutions.®

15 Research Drive  
Amherst, Massachusetts 01002  
Tel 413.256.0202 Fax 413.256.1092  
www.swca.com

2136

5:49  
12-15  
11-21

May 12, 2021

RE: Notice of Intent to Prepare an Environmental Impact Statement for Revolution Wind LLC's Proposed Wind Energy Facility Offshore Rhode Island, with Scoping Meeting Times Corrected

Dear Invited Consulting Party,

This letter is to notify you that the Bureau of Ocean Energy Management (BOEM) has issued a Notice of Intent (NOI) to prepare an Environmental Impact Statement (EIS) for the in the *Federal Register*. The NOI can be found at <https://www.federalregister.gov/documents/2021/04/30/2021-09048/notice-of-intent-to-prepare-an-environmental-impact-statement-for-revolution-wind-llcs-proposed-wind>. This NOI commences the public scoping process for identifying issues and potential alternatives for consideration in the Revolution Wind COP EIS.

BOEM has assigned SWCA Environmental Consultants (SWCA) as the third-party contractor to facilitate the NEPA process. All Federal oversight and decisions will remain with BOEM. SWCA's role in the NEPA process is administrative; SWCA will coordinate communication with the consulting parties; facilitate distribution of BOEM-approved documents; provide technical assistance; and arrange and lead meetings, webinars, or calls with consulting parties.

**Project Description**

If approved, the Project will consist of up to 100 wind turbine generators (WTGs), up to two offshore substations, inter-array cables linking the individual turbines to the offshore substations, substation interconnector cables linking the substations to each other, offshore export cables, an onshore export cable system, up to one onshore substations, and connections to the existing electrical grid in Rhode Island. The WTGs and offshore substations, array cables, and substation interconnector cables would be located in Federal waters approximately 15 statute miles east of Block Island, Rhode Island, and approximately 12 statute miles south of the coast of mainland Rhode Island. The offshore export cables would be buried below the seabed surface within Federal and state waters. The onshore export cables, substations, and up to two grid connections would be located in Washington County, Rhode Island. The Project location is depicted in Enclosure 1.

## Scoping Period

Through this notice, BOEM seeks comment and input regarding the identification of historic properties and/or potential effects to historic properties from activities associated with approval of Revolution Wind's Proposed Wind Energy Facility, as well as reasonable alternatives (e.g., size, geographic, or other restrictions on construction and siting of facilities and activities), and potential mitigation measures to be analyzed in the EIS, as well as provide additional information. Mitigation measures may include ways to avoid, minimize, or otherwise treat and resolve adverse effects on historic properties. As stated in the NOI, BOEM is using the National Environmental Policy Act process and EIS documentation to fulfill its National Historic Preservation Act (54 U.S.C. 306108) Section 106 review obligations in lieu of the procedures set forth in 36 CFR 800.3 through 800.6.

The NOI initiates a 30-day scoping period for Revolution Wind's Proposed Wind Energy Facility. BOEM intends to hold public scoping meetings to provide the public and consulting parties an opportunity to review project information and comment. The correct dates and times of these meetings are as follows, with links for web access:

- Thursday, May 13, 5:30 pm ET:  
[https://swca.zoom.us/webinar/register/WN\\_xnudJeXXRS6l9tzVI\\_0fCw](https://swca.zoom.us/webinar/register/WN_xnudJeXXRS6l9tzVI_0fCw)
- Tuesday, May 18, 5:30 pm ET:  
[https://swca.zoom.us/webinar/register/WN\\_IbWyIjPKTEeOLRTNzmgIuw](https://swca.zoom.us/webinar/register/WN_IbWyIjPKTEeOLRTNzmgIuw)
- Thursday, May 20, 1:00 pm ET:  
[https://swca.zoom.us/webinar/register/WN\\_R97Lq0GFTZK39hUCS5xllQ](https://swca.zoom.us/webinar/register/WN_R97Lq0GFTZK39hUCS5xllQ)

You can find more information about the project Plan, as well as scoping meeting dates, times, and locations on BOEM's website at: <https://www.boem.gov/Revolution-Wind>.

## Scoping Period Comments

Scoping comments may be submitted the following ways:

Through the regulations.gov web portal: Navigate to <https://www.regulations.gov> and search for Docket No. BOEM-2021-0029. Click on the "Comment Now!" button to the right of the document link. Enter your information and comment, then click "Submit".

OR

In written form by mail, enclosed in an envelope labeled "Comment on the on the Revolution Wind COP" and addressed to the Program Manager, Office of Renewable Energy, Bureau of Ocean Energy Management, 45600 Woodland Road, VAM-OREP, Sterling, Virginia 20166.

Comments should be received or postmarked no later than June 1, 2021

If your comments contain confidential or sensitive information or to obtain more information on the project or BOEM's policies associated with the NOI, please contact Scott Phillips at [sphillips@swca.com](mailto:sphillips@swca.com) or 303.468.6903. While comments can be submitted at any time, we encourage you to submit these during the scoping comment period, thus allowing BOEM to consider these comments in the development of the Draft EIS.

Please contact me if you require additional information. We look forward to working with you.

Sincerely,



Scott Phillips,  
Section 106 Lead  
303.468.6903 (office)  
[sphillips@swca.com](mailto:sphillips@swca.com)





## 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  
RCUD 2021 MAY 24 AM 10:13

Date 5/21/2021

12-5-21  
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

**Cannon, Glenn**

---

**Subject:** FW: [Bourne MA] Elder programs (Sent by Kathleen MacDougall, [REDACTED])

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From: Contact form at Bourne MA [cmsmailer@civicplus.com]

Sent: Thursday, May 20, 2021 8:38 PM

To: All Selectmen

Subject: [Bourne MA] Elder programs (Sent by Kathleen MacDougall, [REDACTED])

Hello All Selectmen,

Kathleen MacDougall [REDACTED] has sent you a message via your contact form (<https://www.townofbourne.com/users/all-selectmen/contact>) at Bourne MA.

If you don't want to receive such e-mails, you can change your settings at <https://www.townofbourne.com/user/396/edit>.

Message:

Good evening , I would like to request a meeting with the Board in regards to services we need to provide in our community . 28% of our town consists of people over the age of 55.. we do not have a Support Day Program any more ... and not enough services for our elderly to thrive with quality in our town . Limited bus service , limited lunches , no consistent programs for people to have a place to go and meet others . Please contact me at your convenience. Respectfully, Kathy MacDougall [REDACTED]

**From:** [Froman, Judith](#)  
**To:** [Schiavi, Anthony](#); [Cannon, Glenn](#)  
**Subject:** FW: [Bourne MA] Reading of Race Amity Day Proclamation June 13th (Sent by Wandra Harmsen and Joanne Outchcunis Bourne Wareham Race Amity Committee, wandraharmen@gmail.com)  
**Date:** Tuesday, May 18, 2021 12:04:49 PM  
**Attachments:** [bourne\\_race\\_amity\\_day.docx](#)  
[bourne\\_race\\_amity\\_day\\_proclamation\\_2\\_copy.pdf](#)

---

fyi

Judith M. Froman

Chair, Board of Selectmen  
Clerk, Sewer Commissioners  
Town of Bourne

---

From: cmsmailer@civicplus.com [cmsmailer@civicplus.com]  
Sent: Tuesday, May 18, 2021 11:41 AM  
To: All Selectmen  
Subject: [Bourne MA] Reading of Race Amity Day Proclamation June 13th (Sent by Wandra Harmsen and Joanne Outchcunis Bourne Wareham Race Amity Committee, [REDACTED])

Hello All Selectmen,

Wandra Harmsen and Joanne Outchcunis Bourne Wareham Race Amity Committee [REDACTED] has sent you a message via your contact form (<https://www.townofbourne.com/users/all-selectmen/contact>) at Bourne MA.

If you don't want to receive such e-mails, you can change your settings at <https://www.townofbourne.com/user/396/edit>.

Message:

The Bourne Wareham Race Amity Committee is requesting your participation regarding Race Amity Day celebration on June 13th at Buzzards Bay Park, 11-1:00pm.

Please see attached documents.

Thank you very much.

Wandra Harmsen  
Bourne Wareham Race Amity Day Committww

**Sundman, Nancy**

---

**From:** Caron, Krissanne  
**Sent:** Wednesday, May 19, 2021 11:26 AM  
**To:** Sundman, Nancy; Thut, Kathleen  
**Subject:** FW: Reservation Permit from Bourne Recreation

Please see below date hold for BBay Park.

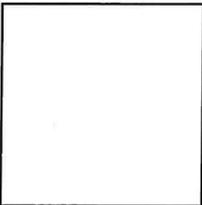
Here is the contact information:

**Bourne Baha I Community (Wandra Harmsen)**  
8 COLONIAL RD  
BUZZARDS BAY, MA 02532

*Krissanne Caron, Director*  
*Bourne Recreation*  
*(508) 759-0600 ext. 5236*



**From:** Bourne Rec [mailto:noreply@receipts.myrecdepartment.com]  
**Sent:** Wednesday, May 19, 2021 11:15 AM  
**To:** Wandra Harmsen [redacted] Wandra Harmsen [redacted] >  
**Cc:** Bourne Rec <bournerecreation1@gmail.com>  
**Subject:** Reservation Permit from Bourne Recreation



**Race Amity Day**  
Permit #: 4239  
Purpose: Race Amity Day

Location	Date	Times
Buzzards Bay Park	Sun, June 13, 2021	11:00 AM - 01:00 PM

Reservation Questions	Answers
Estimated Attendance	20-24
Full Description of Event including but not limited to: what the event is for, vendors used, games, activities, etc	Race Amity Day Celebration - The second Sunday in June is Race Amity Day in the Commonwealth of Massachusetts and the Bourne/Wareham Race Amity Group would like to hold a celebration here in Buzzards Bay. Entertainer Brett Outchcunis will be featured.
Vendor Set-Up: What will all vendors be bringing to the event?	No vendors
Will food be sold? If yes, by applicant or vendor?	No
Will your event be serving food?	No
Will your event require electricity?	Yes
Will your event require water?	No

**Special Conditions**

This permit is for a date hold. If further information is required, you will be contacted by the Town Administrator's office.

**Standard Conditions - Buzzards Bay Park**

Please see the Town of Bourne Special Event Policy for complete rules and regulations.

All groups must submit a copy of their insurance naming the Town as an "Additional Insured" in the amounts of \$1,000,000/\$3,000,000.

All posted rules and regulations shall be followed.

Vehicles are not allowed within the park layout.

Nothing can be placed below ground surface. This includes but is not limited to: tent stakes, portable fencing, horseshoe pits, volleyball nets.

The Town's carry in, carry out policy for trash is in effect. All litter, trash or debris generated from the event shall be removed by the event organizer.

Public access to and from the park may not be blocked at any time.

Cooking grills and open flames are prohibited. Permits may be revoked for misuse of the property.

Any person or organization granted use of Town property shall assume liability for any damage to the property, injury to participants, damage to or loss of equipment or property.

Alcoholic beverages are not permitted on Town property without a license issued by the Board of Selectmen.

Per Town of Bourne By-Laws, smoking and E-Cigarette use is prohibited on Town owned or operated playgrounds and recreational areas.

Board of Selectmen  
24 Perry Ave.  
Bourne, MA 02532

May 18, 2021

Dear Board Members,

We are writing on behalf of the Bourne Wareham Race Amity Committee regarding the upcoming Race Amity Day celebration scheduled for June 13<sup>th</sup>.

As you may recall, the Board of Selectmen last year voted to recognize the second Sunday of June as Race Amity Day in the Town of Bourne in perpetuity. This year the committee is organizing a small celebration to be held at Buzzards Bay Park on June 13<sup>th</sup>.

We would like to start the program with one of your members briefly addressing the gathered participants and reading the Race Amity Day Proclamation. Please find attached the proclamation from last year marking the second Sunday of June as Race Amity Day.

As a point of reference, Race Amity recognizes that to address the challenging issues of racism which still plague our country today and to advance equity and social justice, the conversation on race must change. Instead of a model of “blame, grievance and rejection” we can begin to speak the truth through amity and collaboration. When we embrace diversity, we will reach our true potential as a nation. In this way we bear witness to our national motto: “E Pluribus Unum” - Out of Many One.

In 2015 the Massachusetts Legislature established that annually the Second Sunday in June be Race Amity Day. The purpose of Race Amity Day is to recognize that the people of our nation are its greatest asset. It will be a DAY for our community and neighborhoods to join in reflection on the beauty and richness of our diverse cultures and ethnicities with the spirit of amity toward one another. It is our hope that the Town of Bourne will join the rapidly growing number of towns and cities in the Commonwealth and our country to recognize and celebrate Race Amity Day.

We look forward to hearing from you regarding our request and we thank you for your attention.

Sincerely,

Wandra Harmsen and Joanne Outchunis  
Bourne Wareham Race Amity Committee





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

**A Proclamation**

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

Whereas: The greatest asset of the Town of Bourne is its people; and

Whereas: The Town of Bourne is comprised of multicultural, multiethnic, and multiracial citizens; and

Whereas: Friendship, collegiality, civility, respect, and kindness are commonly shared ideals of the collective citizenry of the Town of Bourne; and

Whereas: The National Center for Race Amity has invited communities across the United States of America to join in introspection and reflection on the beauty and richness of the diverse peoples of this great nation while reaching out with a spirit of amity toward one another annually on the second Sunday in June; and

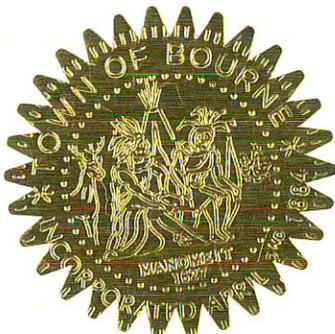
Whereas: H 2745, Chapter 163 of Acts of 2015 of the Commonwealth of Massachusetts establishes the Second Sunday in June Annually as Race Amity Day,

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

**RACE AMITY DAY**

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

IN WITNESS THEREFORE, We the Bourne Board of Selectmen have hereunto set our hands and caused the OFFICIAL Seal of the Town of Bourne to be affixed this 8th day of June, 2020.



**Bourne Board of Selectmen**  
**Judith MacLeod Froman, Chair**  
**James L. Potter, Vice Chair**  
**George G. Slade, Jr., Clerk**  
**Peter J. Meier**  
**Jared P. MacDonald**