



TOWN OF YARMOUTH

1146 ROUTE 28, SOUTH YARMOUTH, MASSACHUSETTS 02664-2445
Telephone (508) 398-2231, ext. 1271, Fax (508) 398-2365

SELECT BOARD
Tracy Post, Chair
Dorcas McGurrin
Mark Forest
Joyce Flynn
Elizabeth Argo

TOWN ADMINISTRATOR
Robert L. Whritenour, Jr.

ASSISTANT
TOWN ADMINISTRATOR
Amy M. Frigulietti

Posted with Town Clerk 04/03/2026, 10:31 a.m.;

Posted on Website 04/03/2026, 11:06 a.m.; Amended 04/03/2026

PUBLIC MEETING

Per Massachusetts General Law: All town and school boards, committee, and authorities shall post a notice of every meeting at least 48 hours prior to such meeting, excluding Saturdays, Sundays, and legal holidays. Notice shall contain a listing of topics/agenda that the chair reasonably anticipates will be discussed at the meeting. As required by Open Meeting Law and Mass. General Law, we are informing you that this meeting will be video and audio recorded, as well as rebroadcast. Anyone intending to video or audio tape this meeting is required to inform the Chair.

Yarmouth Select Board April 7, 2026 ~ 6:00 PM Yarmouth Town Hall Hearing Room 1146 Rt. 28, South Yarmouth, MA 02664

This is to formally advise that, as required by M.G.L. Chapter 30A, §§ 18-25, and pursuant to Chapter 20 of the Acts of 2021, An Act Relative to Extending Certain COVID-19 Measures Adopted During the State of Emergency, signed into law on June 16, 2021, and extended to March 31, 2027, the Yarmouth Select Board will hold a public meeting on Tuesday, April 7, 2026, at 6:00 p.m. in the Hearing Room, Yarmouth Town Hall, 1146 Route 28, South Yarmouth, MA 02664. The public is welcome to attend either in-person or via the alternative public access provided below.

Zoom Meeting information for alternative public access

To join on a computer:

<https://us02web.zoom.us/j/89782032669?pwd=VWVydXRmUk5jdUFmekhyaUICWXpFQT09>

Passcode: 732611

To join on One tap mobile:

US: +13017158592,,89782032669#,,,*,732611# or +13126266799,,89782032669#,,,*,732611#

Or Telephone: Dial (for higher quality, dial a number based on your current location):

US: +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099 or +1 253 215 8782

or +1 346 248 7799 or +1 669 900 6833

Webinar ID: 897 8203 2669

Meeting Agenda (all times are approximate)

6:00 PM **Announcements**

6:05 PM **Public Comments**

The open meeting law discourages public bodies from discussing topics not listed on the agenda. The public should therefore not expect the Board to respond to questions or statements made during the Public Comment portion of the meeting. All questions directed to Town Officials should be submitted in writing to the Town Administrator.

- 6:15 PM** **Vote: To Approve the Sale, Issuance and Details of the Town's April 2026 General Obligation Bonds**
- 6:30 PM** **Discussion/Vote: Community Preservation Act (CPA) Warrant Articles – Community Preservation Committee**
- 6:50 PM** **Hearing: Transfer Alcohol License and Weekday and Sunday Entertainment License from Calamari Inc. dba DiParma Italian Table to Kaykie LLC dba Jacqueline's on Twenty-Eight, Kevin Cofran, Manager, 175 Route 28, West Yarmouth, MA**
- 7:05 PM** **Hearing: Transfer Alcohol License from 908 Bistro Inc. dba 908 Bistro to Spice Boss Restaurant and Grill Inc. dba Spice Boss, Grantley Edward McIntosh, Manager, 908 Route 28, South Yarmouth, MA**
- 7:20 PM** **Hearing: Special Entertainment License – Coastal Resiliency Fair and Parker's River Landing Grand Opening, 669 Route 28, West Yarmouth, MA**
- 7:35 PM** **Discussion/Vote: Event Policy for Parker's River Landing**
- 7:55 PM** **Discussion: Management and Maintenance of Parks – Jeff Colby**
- 8:15 PM** **Discussion/Vote: Letter Regarding Audit of Legislature**
- 8:30 PM** **Board and Committee Actions**
1. Resignations:
 - a. John Mantoni from the Board of Appeals
 - b. Vasiliki (Vicky) John Giannetos from the Library Building Committee
 2. Appointments:
 - a. Library Board: Beverly Mullen
 3. Reappointments:
 - a. Design Review Committee: Sara Porter and Dick Martin
 - b. Town of Yarmouth Representative to Cape Cod Commission: Dennis Prebensen
 - c. Recycling and Solid Waste Advisory Committee: Hal Burlingame
 - d. Waterways/Shellfish Advisory Committee: Julian Mallett
 4. Minutes: April 15, 2025 Meeting
 5. Upcoming Agenda Review
 6. Individual Items
- 8:45 PM** **Town Administrator Items**
1. Consent Agenda:
 - a. Request from Taylor-Bray Farm Farmers' Market for 2026 Season
 - b. Donation: US Flag, Flagpole, and Lighting by Rotary Club of Yarmouth
 2. Town Administrator Updates
- 9:00 PM** **Adjourn**



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YARMOUTH TOWN CLERK RE
APR 9 '26 PM 1:50

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 2. Town Administrator Updates
- 9:00 PM** **Adjourn**

CONSENT AGENDA

Yarmouth Select Board
April 7, 2026

YARMOUTH TOWN CLERK RE
APR 9 '26 AM 10:31

APPROVED: _____

Approvals:

- March 9, 2026 Email from Lisa McIntyre, of the Taylor-Bray Farm Preservation Association, requesting to hold its Farmers' Market at Taylor-Bray Farm in Yarmouth Port, on Sundays from May 24, 2026 through to September 20, 2026, the same as last year.

Donations:

- To Department of Public Works
- Rotary Club of Yarmouth - Foundation \$ 8,000.00 value
(US Flag, flagpole, lighting for Parkers River Landing)
- TOTAL** \$ 8,000.00 value

AGENDA PACKET

Yarmouth Select Board

April 7, 2026

- For Public Comment: Summary of No. 25-14 and Note from Harris Contos, with Society of Professional Journalists (SPJ) Communications Media Release, *“SPJ names State of Massachusetts recipient of 2026 Black Hole Award”*
- April 2, 2026 Memorandum from Jennifer Mullen, Director of Finance, regarding General Obligation Bond Sale, with attached Select Board Vote
- February 18, 2026 Memorandum from Judy Wilchynski, Community Preservation Committee Chair, regarding Community Preservation Act (CPA) Applications
- Annual Town Meeting CPA Articles 24 through 28
- Hearing Packet: Transfer Alcohol License and Weekday and Sunday Entertainment License from Calamari Inc. dba DiParma Italian Table to Kaykie LLC dba Jacqueline’s on Twenty-Eight, Kevin Cofran, Manager, 175 Route 28, West Yarmouth, MA
- Hearing Packet: Transfer Alcohol License from 908 Bistro Inc. dba 908 Bistro to Spice Boss Restaurant and Grill Inc. dba Spice Boss, Granley Edward McIntosh, Manager, 908 Route 28, South Yarmouth, MA
- Hearing Packet: Special Entertainment License – Coastal Resiliency Fair and Parker’s River Landing Grand Opening, 669 Route 28, West Yarmouth, MA
- April 2, 2026 Memorandum from Meggan Eldredge, Director of Community Development, regarding Parker’s River Landing Event Space Policy, License Agreement and Fee Schedule, with attachments (*Updated Draft Policy; Template for License Agreement; Draft Proposed Fee Schedule*)
- Management & Maintenance of Parks PowerPoint Presentation
- April 7, 2026 Letter to The Honorable Ronald Mariano, Speaker of the House of Representatives, and The Honorable Karen E. Spilka, President of the Senate, regarding Legislature Audit
- March 27, 2026 Letter from John Mantoni, resigning from Zoning Board of Appeals, effective June 30, 2026
- Letter from Vasiliki (Vicky) John Giannetos, resigning from Library Building Committee, effective February 6, 2026.
- Appointment to Town Library Board (1 regular position – Beverly Mullen)
- Reappointments to Design Review Committee (2 regular positions – Sara Porter and Dick Martin)
- Reappointment as Yarmouth Representative to Cape Cod Commission (1 regular representative position – Dennis Prebensen)
- Reappointment to Recycling and Solid Waste Advisory Committee (1 regular position – Hal Burlingame)
- Reappointment to Waterways/Shellfish Advisory Committee (1 regular position – Julian Mallett)
- April 15, 2025 Yarmouth Select Board Meeting Minutes
- Yarmouth Select Board 2026 Projected Agenda Items

INFORMATION PACKET

Yarmouth Select Board

April 7, 2026

- Flyer from Yarmouth Health Division for April Public Health Awareness
- Flyer from Library Building Committee for Community Meeting, Thursday, April 9, 2026, from 6:00 p.m. to 8:00 p.m. at Yarmouth Senior Center, 528 Forest Road, West Yarmouth, MA
- Flyer from the Conservation Division and the Department of Public Works regarding Yarmouth Community Cleanup Day, Saturday, April 25, 2026
- Flyer for Coastal Resiliency Fair & Parker's River Landing Grand Opening
- Town of Yarmouth "We're Hiring" Notice

AGENDA

ITEMS

SUMMARY OF NO. 25-14

This proposed law would make most records held by the Legislature and the Office of the Governor public records under the Massachusetts Public Records Law. This proposed law would exempt documents related to the development of public policy and communications between legislators and their constituents, if those communications are reasonably related to a constituent's request for assistance in obtaining government-provided benefits or services or interacting with a government agency.

To the Select Board:

I last spoke with you on March 24th, asking that you follow the example of the Reading select board expressing strong disapproval of Beacon Hill leadership for defying the will of the people who supported Question 1 on the Nov. 2024 ballot, calling for more transparency in government by extending the oversight of the State Auditor to the Legislature. 70% of Yarmouth voters approved of the measure, as did 72% of Massachusetts voters overall.

At the April 7th meeting I will be speaking before you on a related ballot item for this November, briefly summarized above, to change the existing Public Records Law, the worst in the nation. See the supporting material from the Society of Professional Journalists, which awarded Massachusetts its 2026 Black Hole Award, "an annual dishonor recognizing government entities that demonstrate a troubling lack of transparency and disregard for the public's right to know."

I am asking that you send a letter similar to the one previously sent to Senate President Spilka, House Speaker Mariano, Senator Cyr, and Representatives Diggs and Flanagan, all of whom oppose the measure or are mute on it, asking that they respond to you in writing where each stands, yea or nay, within 14 days of receipt so that the citizens of Yarmouth will know.

Thank you,

A handwritten signature in black ink, appearing to read 'Harris Contos', with a long horizontal flourish extending to the right.

Harris Contos

SPJ names State of Massachusetts recipient of 2026 Black Hole Award

Media Contact:

SPJ Communications, communications@spj.org

The **Society of Professional Journalists** has named the State of Massachusetts recipient of its **2026 Black Hole Award**, an annual dishonor recognizing government entities that demonstrate a troubling lack of transparency and disregard for the public's right to know.

The award is presented each year during **Sunshine Week**, a national initiative promoting open government and access to public information.

The SPJ Freedom of Information Committee selected Massachusetts for **deficiencies in the state's public records law**, including broad exemptions, weak enforcement mechanisms and persistent delays that limit access to government information.

"Access to public records is not optional – it is a cornerstone of a functioning democracy," said FOI Committee Chair Michael Morisy. "When broad swaths of government operate outside public records laws, or when compliance is routinely delayed or obstructed, the public's right to know is fundamentally compromised."

Despite a legal framework that purports to guarantee access to public records, Massachusetts remains one of the few states in which the governor's office, legislature and judiciary are largely exempt from public records requirements – leaving significant portions of the state government shielded from public scrutiny.

In addition, reporting has shown that:

- Requests for public records are frequently delayed or ignored, despite statutory deadlines
- Excessive fees are sometimes used to discourage or block access to records
- Enforcement mechanisms are limited, often leaving requesters with no option but costly and time-consuming litigation
- Compliance is inconsistent across agencies, with little centralized oversight or accountability

The committee also noted that Massachusetts is not alone in facing transparency challenges, with similar issues emerging in states across the country. However, the scope and persistence of these issues within Massachusetts make it a particularly clear example of the systemic barriers that continue to limit public access to government information.

"The public should not have to fight, wait or pay exorbitant costs to understand how their government operates," said SPJ National President Chris R. Vaccaro. "Transparency delayed or denied is accountability denied – and that undermines the very foundation of public trust."

The Black Hole Award is intended to call attention to actions and policies that restrict transparency and to encourage reforms that strengthen access to public records at all levels of government. Massachusetts was nominated by the **SPJ New England Chapter**.

SPJ presents the award annually to highlight the importance of open records, open meetings and the

free flow of information in a democratic society.

Last year's recipient was the **Utah State Legislature** for repeatedly undermining transparency by amending the state's Government Access and Management Act to block the release of public records – even after court orders mandated their disclosure.

*SPJ champions journalists by recognizing outstanding achievement, fighting to protect press freedom, promoting high ethical standards and educating new generations of emerging professionals. Support excellent journalism and fight for your right to know. **Become a member and give to the Legal Defense Fund, First Amendment Forever Fund or SPJ Foundation.***

–END–



TOWN OF YARMOUTH

1146 ROUTE 28, SOUTH YARMOUTH, MASSACHUSETTS 02664-4463
Telephone (508) 398-2231 Ext. 1299

Finance
Department

MEMORANDUM

To: Select Board
From: Jennifer Mullen, Director of Finance *JM*
CC: Robert Whritenour, Town Administrator
Date: April 2, 2026
Subject: General Obligation Bond Sale

On Tuesday, March 31, 2026, the Town solicited bids for the following Bond funded projects:

Golf Course	\$2,955,000
Route 28 Water Mains	\$15,600,000
Water Facilities Improvement	\$1,830,000
Parkers River Boardwalk	\$3,000,000
Water Mains Route 6A	\$3,800,000
Sanitation Facility-Concrete Pad	\$1,440,000
Septage-Equalization Tank	\$4,400,000
Fire-Quint Pumper Truck	\$2,000,000

Mesirow Financial, Inc. was the low bidder with a net interest cost of \$3.416% and coupon rate of 5.00%. Per Bond Counsel's instructions, attached is the Select Board vote for your consideration and adoption.

I will be in attendance to answer questions and request signatures on the attached paperwork.

Thank you.

VOTE OF THE SELECT BOARD

I, the Clerk of the Select Board of the Town of Yarmouth, Massachusetts (the “Town”), certify that at a meeting of the Board held April 7, 2026, of which meeting all members of the Board were duly notified and at which a quorum was present, the following votes were unanimously passed, all of which appear upon the official record of the Board in my custody:

Voted: that the maximum useful life of the Fire Department Quint Pumper Truck to be financed with the proceeds of the \$2,000,000 borrowing authorized by the vote of the Town passed April 29, 2025 (Article 18) is hereby determined pursuant to G.L. c.44, §7(1) to be 10 years.

Further Voted: that the sale of the \$32,545,000 General Obligation Municipal Purpose Loan of 2026 Bonds of the Town dated April 16, 2026 (the “Bonds”), to Mesirow Financial, Inc. at the price of \$35,188,888.78 and accrued interest, if any, is hereby approved and confirmed. The Bonds shall be payable on April 15 of the years and in the principal amounts and bear interest at the respective rates, as follows:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2027	\$1,965,000	5.00%	2037	\$1,345,000	5.00%
2028	1,950,000	5.00	2038	1,345,000	5.00
2029	1,945,000	5.00	2039	1,345,000	4.00
2030	1,945,000	5.00	2040	1,345,000	4.00
2031	1,940,000	5.00	2041	1,345,000	4.00
2032	1,940,000	5.00	2042	1,345,000	4.00
2033	1,935,000	5.00	2043	1,345,000	4.00
2034	1,930,000	5.00	2044	1,345,000	4.00
2035	1,930,000	5.00	2045	1,195,000	4.00
2036	1,915,000	5.00	2046	1,195,000	4.00

Further Voted: that in connection with the marketing and sale of the Bonds, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated March 24, 2026, and a final Official Statement dated March 31, 2026 (the “Official Statement”), each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

Further Voted: that the Bonds shall be subject to redemption, at the option of the Town, upon such terms and conditions as are set forth in the Official Statement.

Further Voted: that the Town Treasurer and the Select Board be, and hereby are, authorized to execute and deliver a continuing disclosure undertaking in compliance with SEC Rule 15c2-12 in such form as may be approved by bond counsel to the Town, which undertaking shall be incorporated by reference in the Bonds for the benefit of the holders of the Bonds from time to time.

Further Voted: that we authorize and direct the Town Treasurer to establish post issuance federal tax compliance procedures and continuing disclosure procedures in such forms as the Town Treasurer and bond counsel deem sufficient, or if such procedures are currently in place, to review and update said procedures, in order to monitor and maintain the tax-exempt status of the Bonds and to comply with relevant securities laws.

Further Voted: that any certificates or documents relating to the Bonds (collectively, the “Documents”), may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document; delivery of an executed counterpart of a signature page to a Document by electronic mail in a “.pdf” file or by other electronic transmission shall be as effective as delivery of a manually executed counterpart signature page to such Document; and electronic signatures on any of the Documents shall be deemed original signatures for the purposes of the Documents and all matters relating thereto, having the same legal effect as original signatures.

Further Voted: that each member of the Select Board, the Town Clerk and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing votes.

[Remainder of page intentionally left blank; signature page follows.]

I further certify that the votes were taken at a meeting open to the public, that no vote was taken by secret ballot, that a notice stating the place, date, time and agenda for the meeting (which agenda included the adoption of the above votes) was filed with the Town Clerk and a copy thereof posted in a manner conspicuously visible to the public at all hours in or on the municipal building that the office of the Town Clerk is located or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b), at least 48 hours, not including Saturdays, Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decision in connection with the sale of the Bonds were taken in executive session, all in accordance with G.L. c.30A, §§18-25, as amended.

Dated: April 7, 2026

Clerk of the Select Board



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Department of
Community
Development

MEMORANDUM

TO: Robert Whritenour, Town Administrator
Tracy Post, Chair - Selectboard

CC: Community Preservation Committee
Finance Committee
Capital Budget Committee

FROM: Judy Wilchynski, Community Preservation Committee Chair

DATE: February 18, 2026

RE: Community Preservation Act (CPA) Applications

This year, the Community Preservation Committee (CPC) received ten (10) Community Preservation Act (CPA) applications for consideration in this funding cycle. There were five (5) community housing, two (2) historic preservation, and three (3) open space/recreation proposals. The open space application for the Nottingham Drive land acquisition was recommended for the Special Town Meeting last November and was approved by voters.

The Committee reviewed the remaining nine applications, interviewed applicants, and deliberated through the fall. By mid-December, the Committee had voted to recommend a total of \$1,764,682, including a vote to reserve \$146,182 in the Historic Preservation Reserve in order to satisfy CPA requirements. In addition, the Committee is recommending an article to repurpose \$1,179,414 previously appropriated to the Affordable Housing Trust (Article 15 of the 2021 Annual Town Meeting; Article 17 of the 2012 Annual Town Meeting; and Article 21 of the 2011 Annual Town Meeting) for use in the Buy-Down Program. The Buy-Down Program is no longer viable due to escalating home values; therefore, the Trust would like to use the funds to support the acquisition and construction of mixed-use affordable rental housing in the Route 28 Economic Corridor. No new funds are being requested. Please see the warrant for the draft CPA articles recommended for consideration at the 2026 Annual Town Meeting.

Staff/Committee members are available to answer any questions you have and would be happy to meet with the Board at a regular Selectboard meeting.

Article #24: CPA Estimated Revenue: To see if the Town will vote to appropriate or reserve, from FY2027 Community Preservation Act (CPA) revenues, sums of money sufficient to satisfy annual requirements for Affordable Housing, Open Space and Historic Preservation appropriations, as well as appropriate \$112,841 (one hundred twelve thousand eight hundred forty-one dollars) from FY2027 estimated revenues for administrative expenses in accordance with Massachusetts General Laws, Chapter 44B, to be expended under the direction of the Town Administrator or to take any other action relative thereto.

EXPLANATION: *FY2027 CPA Revenues are estimated at \$2.25 million and are based on an estimated property tax levy of \$83.2 million. Figures include an estimated 10% match of \$205,165 (two hundred five thousand one hundred sixty-five dollars) including supplemental match distributions made for communities that have adopted the 3% surcharge.*

As required by the Community Preservation Act, a minimum of 10% CPA revenues must be set aside for each of the following purposes: Community Housing, Historic Preservation, and Open Space. 5% of CPA revenues may be set aside for administration. For FY2027, the Community Preservation Committee voted to set aside 10% of CPA revenues (\$225,682 - two hundred twenty-five thousand six hundred eighty-two dollars) for each of the three purposes noted above and 5% of CPA revenues (\$112,841- one hundred twelve thousand eight hundred forty-one dollars) for administration.

Select Board Recommendation will be made from the Floor
Finance Committee Recommends (5-0)

Community Preservation Committee Recommends 6-0

ARTICLE #25: CPA Affordable Housing Projects: To see if the Town will vote to transfer and appropriate the following sums of money from the Community Preservation Act (CPA) Funds for Affordable Housing Purposes:

Item	Appropriate To	Purpose	Appropriate from FY2027 Estimated Revenues	Appropriate from Undesignated Reserve	Total
A	Yarmouth Municipal Affordable Housing Trust	MAHT General Deposit #20	\$ 200,000		\$ 200,000
B	Yarmouth Municipal Affordable Housing Trust	Repurpose \$1,179,414 for Mixed-Use Rental Housing Development	\$0	\$0	\$0
C	Hands of Hope	Rental Assistance and Eviction Prevention	\$ 95,000		\$ 95,000
D	Habitat for Humanity	Wood Road Community Housing	\$ 240,000		\$ 240,000
E	Harwich Ecumenical Council for Housing	Housing Emergency Loan Program	\$ 260,000	\$ 100,000	\$ 360,000
Total			\$ 795,000	\$ 100,000	\$ 895,000

EXPLANATION:

Project A would appropriate \$200,000 (two hundred thousand dollars) in CPA funds to the Yarmouth Municipal Affordable Housing Trust (MAHT) created under G.L. c.44, §55C to create, preserve, and support affordable housing at or below 80% of the Area Median Income (AMI). The MAHT uses these funds to support various homeownership and rental housing efforts including acquisition and rehabilitation, as well as supporting the efforts of private developers of affordable housing.

Project B would repurpose previously appropriated funds in the amount of \$1,179,414 (one million one hundred seventy-nine thousand four hundred fourteen dollars) from Article 15 of the 2021 Annual Town Meeting; Article 17 of the 2012 Annual Town Meeting; and Article 21 of the 2011 Annual Town Meeting to allow use for construction and acquisition of mixed-use rental housing in the Route 28 corridor. These funds had been approved for the Buy-Down Program which is no longer viable due to escalating home values. No new funds are being requested.

Project C would provide \$95,000 (ninety-five thousand dollars) in funding to Hands of Hope, a non-profit organization, with the resources to assist Yarmouth residents with funds to pay overdue rent to prevent eviction OR to pay first and last month's rent to secure long-term leases in Yarmouth.

Project D would provide \$240,000 (two hundred forty thousand dollars) in funding to Habitat for

Humanity for development of six affordable, single-family homes for households earning at or below 80% of the area median income (AMI) on an undeveloped parcel between Wood Road and Route 28.

Project E *would provide \$360,000 (three hundred sixty thousand dollars) in CPA funds to the Harwich Ecumenical Council for Housing to make emergency repair loans to income-eligible residents of Yarmouth. Repairs include such essential items as roofs, windows, siding, heating, plumbing, and electrical systems.*

Select Board Recommendation will be made from the Floor
Finance Committee Recommends (4-0)

Community Preservation Committee Recommends

Project A: 6-0

Project B: 6-0

Project C: 6-0

Project D: 7-0

Project E: 6-0

ARTICLE #26: CPA Recreation Projects: To see if the Town will vote to transfer and appropriate the following sums of money from the Community Preservation Act (CPA) Funds for Recreation Purposes:

Item	Appropriate To	Purpose	Appropriate from FY 2027 Estimated Revenues	Appropriate from Undesignated Reserve	Total
A	Yarmouth Division of Natural Resources	Packet Landing Resiliency	\$ 504,000		\$ 504,000
Total			\$ 504,000	\$ 0	\$ 504,000

EXPLANATION:

***Project A** would serve as the cash match to an estimated \$2 million state grant to improve coastal resiliency at Packet Landing and preserve and protect the park, which includes the Veteran's Memorial, and was developed using CPA funds in 2016.*

Select Board Recommendation will be made from the Floor
 Finance Committee Recommends (4-0)

Community Preservation Committee Recommends 7-0

ARTICLE #27: CPA Open Space Projects: To see if the Town will vote to transfer and appropriate the following sums of money from the Community Preservation Act (CPA) Funds for Open Space Purposes:

Item	Appropriate To	Purpose	Appropriate from FY2027 Estimated Revenues	Appropriate from Undesignated Reserve	Total
A	Friends of Bass River	Crowell Pond Restoration – Phase 2	\$ 140,000		\$ 140,000
Total			\$ 140,000	\$ 0	\$ 140,000

EXPLANATION:

***Project A** would provide \$140,000 (one hundred forty thousand dollars) for the design and permitting of a culvert replacement under South Shore Drive and the Smuggler’s Beach parking lot to restore tidal flushing between Crowell Pond and Bass River. This project will improve water quality, fish passage, salt marsh habitat, and recreational opportunities in Crowell Pond.*

Select Board Recommendation will be made from the Floor
Finance Committee Recommends (4-0)

Community Preservation Committee Recommends 7-0

ARTICLE #28: CPA Historical Preservation Projects: To see if the Town will vote to transfer and appropriate the following sums of money from the Community Preservation Act (CPA) Funds for Historical Preservation Purposes:

Item	Appropriate To	Purpose	Appropriate from FY2027 Estimated Revenues	Appropriate from Undesignated Reserve	Total
A	Yarmouth Port Library	Replace ramp, stairs, and deck	\$ 50,000		\$ 50,000
B	Historical Society of Old Yarmouth	Gatehouse Restoration	\$ 29,500		\$ 29,500
C	Historic Reserve	Future use	\$ 146,182		\$ 146,182
Total			\$ 225,682	\$ 0	\$ 225,682

EXPLANATION:

Project A would provide \$50,000 (fifty thousand dollars) to replace the existing rear deck, ramp, and stairs of the Yarmouth Port Library with more durable and low-maintenance materials to improve accessibility.

Project B would provide \$29,500 (twenty-nine thousand five hundred dollars) to restore, rehabilitate, and preserve the Faith S. Tufts Gatehouse on the grounds of the Historical Society of Old Yarmouth to store and preserve historical records, photographs, and other artifacts relevant to the Town of Yarmouth. The public will be able to access the building and the records.

Project C would set aside \$146,182 (one hundred forty-six thousand one hundred eighty-two dollars) in the Historic Reserve in order to meet the 10% required allocation of estimated CPA revenues in this category. These funds will be used for future historic preservation projects.

Select Board Recommendation will be made from the Floor
Finance Committee Recommends (4-0)

Community Preservation Committee Recommends

Project A: 5-0-1 abstention
Project B: 6-0



TOWN OF YARMOUTH

1146 ROUTE 28, SOUTH YARMOUTH, MASSACHUSETTS 02664-24451

Telephone (508) 398-2231, ext. 1268, Fax (508) 398-2365

SELECT BOARD
Tracy Post, Chair
Dorcas McGurrin
Mark Forest
Joyce Flynn
Elizabeth Argo

**LICENSING
ADMINISTRATOR**
Amy Harwood

MEMORANDUM

TO: Select Board
FR: Amy Harwood, Licensing Administrator 
DA: April 7, 2026
RE: Jacqueline's on Twenty-Eight (175 Route 28) Transfer Liquor License

Kaykie LLC dba Jacqueline's on Twenty-Eight has applied for a Transfer of License for the premises at 175 Route 28, West Yarmouth, MA 02673. The previous owner is Calamari Inc. dba DiParma Italian Table. The new manager is Kevin Cofran. Mr. Cofran is also seeking a Weekday Entertainment License and a Sunday Entertainment License.

Attached are the following materials from the application:

- Legal Ad
- Application
- DOR/ DUR Certificates of Good Standing
- Business Entity Summary
- CORI Application/Proof of Citizenship
- Business Certificate
- Commercial Lease
- Floor Plan
- List of Managers
- Applications for Weekday and Sunday Entertainment
- Department Comments
- Abutters Notice, Certified Mail Receipts
- DiParma Licenses, Certificate of Inspection

The applicant is awaiting Certificates of Insurance for Liquor Liability and Workers Comp Insurance coverage and will deliver them prior to the License being released.

There has been no correspondence received from the public on this matter. I am happy to answer questions or provide further information at your request.

CAPE COD TIMES

Public Notices

Originally published at capecodtimes.com on 03/25/2026

LEGAL ADVERTISEMENT

TOWN OF YARMOUTH

SELECT BOARD

ABCC TRANSFER LICENSE HEARING

JACQUELINE'S ON TWENTY EIGHT – 175 ROUTE 28,

W. YARMOUTH

The Yarmouth Select Board, acting as the Local Licensing Authority, has received an Application for a transfer of the Annual All-Alcohol On-Premises Restaurant Liquor License located at 175 Route 28, West Yarmouth, MA 02673. The License is being transferred from Calamari Inc dba DiParma Italian Table to Kaykie LLC dba Jacqueline's on Twenty Eight.

The new manager will be Kevin Cofran. The Applicant is also seeking Weekday and Sunday Entertainment Licenses, for indoors with recorded and live music by a DJ or live band with up to three (3) musicians using an amplification system appropriate for dinner music. Hours of entertainment will be Monday-Saturday 4-9 PM and Sunday 1-9 PM.

The Hearing will be held on Tuesday, April 7, 2026 at Yarmouth Town Hall, 1146 Route 28, South Yarmouth, MA. The Select Board's meeting begins at 6:00 pm.

Written comments will be accepted until 4:30 pm, Friday, April 3, 2026, in the Select Board's Office at Town Hall or can be submitted electronically to:

publiccomment@

yarmouth.ma.us

Verbal comments will be accepted at the hearing.

3/25/26 #12185026



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

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

APPLICATION FOR A TRANSFER OF LICENSE

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

ECRT CODE: RETA

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

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

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

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

For the following transactions (Check all that apply):

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

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

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



Jacquelines 28 <jacquelineson28@gmail.com>

Receipt from nCourt

1 message

customerservice@ncourt.com <customerservice@ncourt.com>
To: jacquelineson28@gmail.com

Mon, Mar 9, 2026 at 12:57 PM

YOUR RECEIPT >>

Please include the payment receipt with your application. Thank you.

Paid To

Name: Massachusetts Alcoholic Beverages Control Commission - Retail
 Address 1: 95 Fourth Street, Suite 3
 City: Chelsea
 State: Massachusetts
 Zip: 02150

Payment On Behalf Of

First Name: Jeff Last Name: Engel
 Address 1: 175 MA Route 28
 City: West Yarmouth State/Territory: MA Zip: 02673
 Phone: (508) 246-7699

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Kaykie LLC	\$200.00

Receipt Date: 3/9/2026 12:57:54 PM ET
Invoice Number: 4a1617e8-36aa-4779-b6e9-fbf3275c73d7
Convenience Fee: \$4.18
Total Amount Paid: \$204.18

Billing Information	Credit / Debit Card Information
Organization Name Kaykie LLC Address 1 Address 2 1122 City Hyannis State/Territory MA Zip 02601 Phone Number Email jacquelineson28@gmail.com	Card Type Visa Card Number *****4039

IMPORTANT INFORMATION >>

Please verify the information shown above. Your payment has been submitted to the location listed above.



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

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

1. TRANSACTION INFORMATION

- Transfer of License
- Alteration of Premises
- Change of Location
- Management/Operating Agreement
- Pledge of Inventory
- Pledge of License
- Pledge of Stock
- Other
- Change of Class
- Change of Category
- Change of License Type (\$12 ONLY, e.g. "club" to "restaurant")

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

Full Service restaurant and Pub area. Solo Acts on Saturdays
 Italian Fare Rhode Island flare on the food end with a full vegan menu as well
 Seafood Pasta Pizza and scratch foods
 More of a fine dining with casual attire

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="On-Premises"/>	<input type="text" value="§12 Restaurant"/>	<input type="text" value="All Alcohol"/>	<input type="text" value="Annual"/>

3. BUSINESS ENTITY INFORMATION

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

Current or Seller's License Number FEIN

Entity Name

DBA Manager of Record

Street Address

Phone Email

Add'l Phone Website

4. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

Total Sq. Footage	<input type="text" value="6000"/>	Seating Capacity	<input type="text" value="200"/>	Occupancy Number	<input type="text" value="200"/>
Number of Entrances	<input type="text" value="1"/>	Number of Exits	<input type="text" value="6"/>	Number of Floors	<input type="text" value="1"/>

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name By what means is the license being transferred?

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
Kevin Cofran	Manager	49
Jeffrey Engel	Director	51

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal Residential Address SSN DOB

Title and or Position Percentage of Ownership Director/ LLC Manager Yes No US Citizen Yes No MA Resident Yes No

Name of Principal Residential Address SSN DOB

Title and or Position Percentage of Ownership Director/ LLC Manager Yes No US Citizen Yes No MA Resident Yes No

Name of Principal Residential Address SSN DOB

Title and or Position Percentage of Ownership Director/ LLC Manager Yes No US Citizen Yes No MA Resident Yes No

Name of Principal Residential Address SSN DOB

Title and or Position Percentage of Ownership Director/ LLC Manager Yes No US Citizen Yes No MA Resident Yes No

APPLICATION FOR A TRANSFER OF LICENSE

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

Name of Principal	Residential Address	SSN	DOB
<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? Yes No

CRIMINAL HISTORY

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

Yes No

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?
Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

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

7. CORPORATE STRUCTURE

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

8. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales? Yes No

9. APPLICATION CONTACT

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

Name:

Phone:

Title:

Email:

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	<input type="text"/>
B. Purchase Price for Business Assets	<input type="text"/>
C. Other* (Please specify)	<input type="text"/>
D. Total Cost	<input type="text"/>

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Kevin Cofran	
Jeffrey Engel	
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

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

FINANCIAL INFORMATION

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

Jeff Engel Sale of property Kevin Cofran Savings

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

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

To whom is the pledge being made?

12. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

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

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen/Qualified Alien under the Immigration and Nationality Act? Yes No

If yes, attach one of the following documents: US Passport, Voter's Certificate, Birth Certificate, Naturalization Papers, Permanent Resident Card "Green Card," or Employment Authorization Document.

Have you ever been convicted of a state, federal, or military crime? Yes No

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
10/24	03/26	Chef	Atria	Jeff Engel
2007	2024	Self Employed	Integrity Cont	Self Employed

D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature Date

13. MANAGEMENT AGREEMENT

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

Yes No

If yes, please fill out section 13.

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

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

13A. MANAGEMENT ENTITY

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

Entity Name	Address	Phone
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

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

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

Yes No

13B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

LICENSE

Does any individual or entity identified in question 13A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

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

Name	License Type	License Name	Municipality

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 13A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

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

Name	License Type	License Name	Municipality

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 13A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question section 13B, 13C, 13D ever been suspended, revoked or cancelled?

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

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

13F. TERMS OF AGREEMENT

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

Yes No

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

Yes No

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

Yes No

d. Management Term Begin Date

e. Management Term End Date

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

\$ per month/year (indicate amount)

% of alcohol sales (indicate percentage)

% of overall sales (indicate percentage)

other (please explain)

ABCC Licensee Officer/LLC Manager

Management Agreement Entity Officer/LLC Manager

Signature:

Signature:

Title:

Title:

Date:

Date:

ADDENDUM A

6. PROPOSED OFFICER, STOCK OR OWNERSHIP INTEREST (Continued...)

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

Entity Name

Kayjkie LLC

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

100

Name of Principal	Residential Address	SSN	DOB
Kevin Cofran	Mashpee MA 02649		1982

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Manager	49	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Jeffrey Engel	Yarmouth Port MA		1966

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Director	51	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

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

Name of Principal	Residential Address	SSN	DOB

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

Name of Principal	Residential Address	SSN	DOB

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

Name of Principal	Residential Address	SSN	DOB

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

Name of Principal	Residential Address	SSN	DOB

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

CRIMINAL HISTORY

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

Yes No

ADDITIONAL INFORMATION

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

We are a Mom and Pop operation bringing good food and drinks to the Cape area with a fine dining twist. Our restaurant will be decked with old holly wood themed stars from years past. Please check out the the Facebook page.

Jacquelines on Twenty Eight

APPLICANT'S STATEMENT

I, Kevin Cofran the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory
of Kaykie LLC
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:



Date: 03/09/2026

Title:

Manager

CORPORATE VOTE

The Board of Directors or LLC Managers of Entity Name

duly voted to apply to the Licensing Authority of and the City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on Date of Meeting

For the following transactions (Check all that apply):

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


"VOTED: To authorize Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint Name of Liquor License Manager

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

A true copy attest,



Corporate Officer /LLC Manager Signature
Jeff Engel

(Print Name)

For Corporations ONLY

A true copy attest,



Corporation Clerk's Signature
Kevin Cofran

(Print Name)



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



CALAMARI INC
175 ROUTE 28
WEST YARMOUTH MA 02673-4653

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, CALAMARI INC dba: DIPARMA ITALIAN TABLE is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400, Monday through Friday, 9:00 a.m. to 4:00 p.m.

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau



Certificate of Compliance

CALAMARI INC
175 ROUTE 28
WEST YARMOUTH MA 02673-4610

Date: March 6, 2026
Letter ID: L0013633984
Employer ID (FEIN): XX-XXX0302

Certificate ID: L0013633984

FEIN: 33-1210302

The Department of Unemployment Assistance certifies that as of 05-Mar-2026, CALAMARI INC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L. c. 149, § 189.

This certificate expires on 04-Apr-2026 .

Sincerely,

Katie Dishnica, Director
Department of Unemployment Assistance

Questions?

Revenue Enforcement Unit
Department of Unemployment Assistance
Email us: Revenue.Enforcement@mass.gov
Call us: (617) 626-5750

Secretary of the Commonwealth of Massachusetts
William Francis Galvin

Business Entity Summary

ID Number: 001949675

[Request certificate](#)

[New search](#)

Summary for: KAYJKIE LLC

The exact name of the Domestic Limited Liability Company (LLC): KAYJKIE LLC		
Entity type: Domestic Limited Liability Company (LLC)		
Identification Number: 001949675		
Date of Organization in Massachusetts: 02-18-2026		Date of Revival:
Last date certain:		
The location or address where the records are maintained (A PO box is not a valid location or address):		
Address: 175 ROUTE 28		
City or town, State, Zip code, Country: YARMOUTH, MA 02673 USA		
The name and address of the Resident Agent:		
Name: JEFFREY ENGEL		
Address:		
City or town, State, Zip code, Country: HYANNIS, MA 02601 USA		
The name and business address of each Manager:		
Title	Individual name	Address
MANAGER	KEVIN COFRAN	175 ROUTE 28 YARMOUTH, MA 02673 USA USA
In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:		
Title	Individual name	Address
SOC SIGNATORY	JEFFREY ENGEL	175 ROUTE 28 YARMOUTH, MA 02673 USA USA
The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:		
Title	Individual name	Address
<input type="checkbox"/> Consent <input type="checkbox"/> Confidential Data <input type="checkbox"/> Merger Allowed <input type="checkbox"/> Manufacturing		
View filings for this business entity:		
ALL FILINGS Annual Report Annual Report - Professional Articles of Entity Conversion Certificate of Amendment Certificate of Consolidation		
View filings		
Comments or notes associated with this business entity:		

[New search](#)



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	:S1518	LICENSEE NAME:	KAYJKIE, LLC	CITY/TOWN:	WEST YARMOUTH
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APPLICANT INFORMATION

LAST NAME:	ENGEL	FIRST NAME:	JEFFREY	MIDDLE NAME:	R			
MAIDEN NAME OR ALIAS (IF APPLICABLE):	PUPPOLO	PLACE OF BIRTH:	PAWTUCKET					
DATE OF BIRTH:	1966	SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	CORREIA	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	New York			
GENDER:	MALE	HEIGHT:	6	1	WEIGHT:	225	EYE COLOR:	BROWN
CURRENT ADDRESS:								
CITY/TOWN:	YARMOUTH PORT	STATE:	MASS	ZIP:	02673			
FORMER ADDRESS:								
CITY/TOWN:	HYANNIS	STATE:	MASS	ZIP:	02601			

PRINT AND SIGN

PRINTED NAME:	JEFFREY R ENGEL	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	-----------------	-------------------------------	--

NOTARY INFORMATION

On this March 10, 2026 before me, the undersigned notary public, personally appeared Jeffrey Engel
(name of document signer), proved to me through satisfactory evidence of identification, which were DL
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.

HEATHER A. CAMPBELL
Notary Public
Commonwealth of Massachusetts
My Commission Expires SEP. 25. 2026

NOTARY

DIVISION USE ONLY

REQUESTED BY:	
<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>	

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

CERTIFICATION OF VITAL RECORD

STATE OF RHODE ISLAND
AND
PROVIDENCE PLANTATIONS

RHODE ISLAND DEPARTMENT OF HEALTH

CERTIFICATE OF LIVE BIRTH

STATE FILE NUMBER

CHILD'S NAME

JEFFERY RAYMOND PUPPOLO

DATE OF BIRTH

1966

TIME OF BIRTH

05:01 AM

SEX

Male

PLACE OF BIRTH

MEMORIAL HOSPITAL OF RI

CITY OR TOWN AND STATE OF BIRTH

PAWTUCKET, RI

MOTHER'S MAIDEN NAME

JACQUELINE THERESA CORREIA

MOTHER'S PLACE OF BIRTH

Rhode Island

MOTHER'S RESIDENCE

CENTRAL FALLS, RI

MOTHER'S AGE

23

FATHER'S NAME

JOHN MILTON PUPPOLO

FATHER'S PLACE OF BIRTH

Massachusetts

FILE DATE

Aug 26, 1966

FATHER'S AGE

25

I hereby certify that this is a true and exact copy of the document officially registered and placed on file in the issuing office.

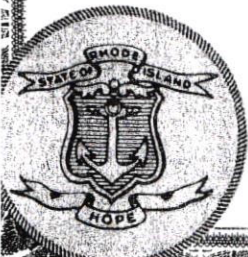
Issuing Office PAWTUCKET

Date of Issuance _____

Signature of Registrar _____

Richard J. Collet

THIS COPY VALID ONLY IF ISSUED ON WATERMARKED PAPER CONTAINING SECURITY FIBERS, DISPLAYING RAISED SEAL AND SIGNATURE OF STATE OR LOCAL REGISTRAR.





Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	00089RS1518	LICENSEE NAME:	KAYJKIE, LLC	CITY/TOWN:	WEST YARMOUTH
---	-------------	----------------	--------------	------------	---------------

APPLICANT INFORMATION

LAST NAME:	Cofran	FIRST NAME:	Kevin	MIDDLE NAME:				
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	FALMOUTH					
DATE OF BIRTH:	/1982	SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	COATES	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts			
GENDER:	MALE	HEIGHT:	5	10	WEIGHT:	212	EYE COLOR:	BLUE
CURRENT ADDRESS:								
CITY/TOWN:	MASHPEE	STATE:	MASS	ZIP:	02649			
FORMER ADDRESS:								
CITY/TOWN:	MASHPEE	STATE:	MASS	ZIP:	02649			

PRINT AND SIGN

PRINTED NAME:	KEVIN COFRAN	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	--------------	-------------------------------	--

NOTARY INFORMATION

On this March 10, 2026 before me, the undersigned notary public, personally appeared Kevin Cofran
(name of document signer), proved to me through satisfactory evidence of identification, which were DL
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.

HEATHER A. CAMPBELL
Notary Public
Commonwealth of Massachusetts
My Commission Expires SEP. 25. 2026

NOTARY

DIVISION USE ONLY

REQUESTED BY:	
	SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

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



The Commonwealth of Massachusetts

DEPARTMENT OF PUBLIC HEALTH
REGISTRY OF VITAL RECORDS AND STATISTICS

STANDARD CERTIFICATE OF LIVE BIRTH

FALMOUTH
(City or Town making this return)

PLACE OF BIRTH

Barnstable
(County)

Falmouth
(City or Town)

Falmouth Hospital
NAME OF HOSPITAL - IF NOT IN HOSPITAL, NUMBER & STREET

REGISTERED NUMBER

2 NAME Kevin William COFRAN
FIRST MIDDLE LAST

3 SEX Male 4 THIS BIRTH SINGLE, TWIN ETC. SPECIFY Single 4a IF NOT SINGLE, BORN FIRST, SECOND, ETC. SPECIFY ORDER OF BIRTH 5 DATE OF BIRTH 1982 5a 8:38A M. MONTH DAY YEAR

6 FULL NAME David Murray Cofran
FIRST MIDDLE LAST

7 BIRTHPLACE Needham Massachusetts
CITY OR TOWN STATE OR COUNTRY

9a FATHER'S OCCUPATION Manager 9b MOTHER'S OCCUPATION Receptionist

10 FULL NAME Karen Lynn Coates Cofran
FIRST MIDDLE MAIDEN LAST

11 BIRTHPLACE Glen Ridge New Jersey
CITY OR TOWN STATE OR COUNTRY

13 RESIDENCE [Redacted] Nashpee, Barnstable, MA 02649
CITY OR TOWN COUNTY STATE ZIP CODE

CERTIFICATIONS

14 CERTIFIER
 M.D. - ATTENDANT AT BIRTH POST NATAL ONLY
 ATTENDANT - IF OTHER THAN M.D. ATTENDANT, C.N.M.
(Signature, Physician or other attendant)
Robert F. Cooney, M.D.
(Print of type name - Chapter 48, Acts of 1959)
22 Brasblebush Park, Falmouth MA
(A50/688)

15 INFORMANT
I certify that the information appearing above is true and correct.
(Signature)
Mother [Redacted] 1982
(Relationship) (Date)
(Present mailing address if different from Item #13)

6 REC'D IN CLERK'S OFFICE 8-27-82

17 SUPPLEMENT FILED

18 [Signature] CLERK OR REGISTRAR



**THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF YARMOUTH
BUSINESS CERTIFICATE**

Date Filed: March 16, 2026
Expiration Date: March 15, 2030
Certificate Number:

Certificate Type: New
Certificate Fee:
Original Filing Date: 3/16/2026

In conformity with the provisions of Chapter One Hundred Ten (110), Section Five (5) of the Massachusetts General Laws, as amended, the undersigned hereby declare(s) that a business is conducted under the title of:

Business Title: Kayjkie LLC, DBA Jacqueline on Twenty Eight

Business Address: 175 Route 28
Yarmouth, MA 02673

Business Type: Full Server Restaurant

Business Owner(s):
Jeffrey Engel

Owner(s) Address:
Yarmouth Port, MA 02673

SS / Tax ID #:

Signature(s):

In Accordance with the provision of Chapter 337 of the Acts of 1985 and Chapter 110, Section 5, of Mass General Laws, business certificates shall be in effect for four (4) years from the date of issue and shall be renewed each four (4) years thereafter. A statement under oath must be filed with the town clerk upon discontinuing, retiring, or withdrawing from such business or partnership.

Copies of such certificates shall be available at the address at which such business is conducted and shall be furnished on request during regular business hours to any person who has purchased goods or services from such business.

Violations are subject to a fine of not more than three hundred (\$300.00) and no/100 dollars for each month during which such violation continues.

On March 16, 2026 the above named person(s) personally appeared before me and made an oath that the foregoing statement is true.

Stephanie J. Wright
Notary Public

Clerk: Susan M. Regan

Commission
Expiration Date: July 21, 2028

GUARANTY

FOR VALUE RECEIVED, and in consideration for and as an inducement to Calamari, Inc. having a mailing address of 355 Main Street, West Yarmouth, Massachusetts 02673 ("Landlord") to make a lease of even date with KayJkie LLC having a mailing address of 175 Route 28, West Yarmouth, MA 02673 ("Tenant") for the rental the Premises located at 175 Route 28, West Yarmouth, Massachusetts (hereinafter referred to as "Lease"), the undersigned, Jeffrey Engel of [redacted] Tyannis, MA 02601 (hereinafter referred to as the "Guarantor"), unconditionally guarantees the full performance and observance of all the covenants, conditions and agreements therein provided to be performed and observed by the Tenant and/or its successors and assigns, and expressly agree that the validity of the Lease and the obligations of the Guarantor hereunder shall in no way be terminated, affected, or impaired by reason of (a) the granting by the Landlord of any indulgences to the Tenant; or (b) by modification or extension of the Lease; or (c) by reason of the assertion by the Landlord against the Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the within Lease as may be modified, or (d) by the relief of the Tenant from any of the Tenant's obligations under the Lease by operation of law or otherwise (including, without limitations, the rejection of the Lease in the connection with proceedings under the bankruptcy laws now or hereafter enacted); the undersigned hereby waiving all suretyship defenses.

The undersigned further agrees that his liability shall be primary and that in any right of action which shall accrue to the Landlord under the Lease, the Landlord may, at the Landlord's option, proceed against the undersigned and the Tenant, jointly or severally, and may proceed against the undersigned without having commenced any action against or having any judgement against the Tenant, and that, in any such action, the Landlord shall be entitled to reimbursement from the Guarantor for any and all costs relating thereto, including reasonable attorney's fees.

It is agreed that the failure of the Landlord to insist in any one or more instances upon a strict performance or observance of any of the terms, provisions, covenants or rights of the Lease or to exercise any right therein contained, shall not be construed or deemed to be waiver or relinquishment for the future of such terms, provisions, covenants or rights; but the same shall continue and remain in full force and effect. Receipt by the Landlord of rent or other charges with knowledge of the breach of any provision of the foregoing Lease shall not be deemed a waiver of such breach.

No subletting, assignment or other transfer of the Lease, or any interest therein, shall operate to extinguish or diminish the liability of the Tenant named in the Lease, such reference shall be likewise to refer to the undersigned Guarantor.

ARTICLE III
Term of Lease

The Lease Term shall commence on March 1, 2026 (the "Commencement Date") and continue for an initial term of five (5) years (the "Initial Term") subject to Tenant right to extend the term for an additional five (5) years ("Extended Term"), as provided herein. Tenant agrees that all separately metered utilities for the Premises will be placed in the name of Tenant upon the execution of this Lease. Each year during the Initial Term or the Extended Term shall be referred to as "Lease Year".

ARTICLE IV
Rent

1. Rent Commencement. Tenant shall commence paying rent on the first day of May 2026 ("Rent Commencement Date").
2. Minimum Annual Rent. Tenant agrees to promptly pay to Landlord, without offset at the address of Landlord or at such other place or to such other person or entity as Landlord may, by thirty (30) days prior notice to Tenant, from time to time direct, the Minimum Annual Rent as follows:

(a) Initial Lease Year: For the first Lease Year tenant shall pay [redacted] and 00/100 ([redacted] 30) dollars payable in equal month installments of [redacted] and 00/100 ([redacted] 00) dollars per month with the first month's rent for May 1, 2026 being paid upon execution of the Lease and continuing on June 1, 2026 and continuing on the first day of each month thereafter through February 2027.

(b) Remainder of Initial Term: Tenant shall pay annual rent of one hundred three percent (103%) of the Minimum Annual Rent in effect for the immediately preceding Lease Year payable in equal monthly installments due on the first day of each month commencing March 1, 2026 until the expiration of the Initial Term.

(c) Extended Term: If extended as provided hereunder, the Minimum Annual Rent for each Lease Year in the Extended Term shall be one hundred three percent (103%) of the Minimum Annual Rent in effect for the immediately preceding Lease Year payable in equal monthly installments due on the first day of each month.

2. Additional Rent

The Tenant acknowledges that this Lease is a so-called Triple-Net lease and agrees to pay the following costs and charges as Additional Rent within fifteen (15) days of receipt of invoices:

- (a) One hundred (100%) percent of all Taxes, as defined below in this Section 1, assessed against the Premises.
- (b) One hundred (100%) percent of Landlord's Insurance costs related to the Premises (and not the Landlord's business) as set forth in Article XIII, herein.

(c) One hundred fifteen (115%) percent of all maintenance costs incurred by Landlord in the event Tenant fails to properly maintain the Premises as required herein. Upon written notice of not less than fifteen (15) days, Landlord may elect without termination to perform all or any portion of the maintenance on the Premises that Tenant has failed to perform as required herein.

Taxes means real estate taxes, personal property taxes assessed including assessments for local improvements and other governmental charges, fire district taxes, and betterments and other assessments and any other amounts due and payable with the periodic real estate tax bills all assessed against the Premises with all improvements thereon; provided, however, that betterment assessments shall not be included in Taxes, provided betterment is repaid over longest period available.

An equitable adjustment shall be made with respect to the first and/or last years of the term hereof in the event that the first and/or last years shall not coincide with the tax year; and an equitable adjustment shall be made in the event of any change in the method or system of taxation from that which is now applicable, including the dates and periods for which such Taxes are levied, or otherwise. In every case, Taxes shall be adjusted taking into account any abatement thereof less all costs of securing such abatements.

ARTICLE V

Relationship Between Landlord and Tenant

It is understood and agreed that Landlord and Tenant shall in no event be construed or held to be a partner or associate of the other in the conduct of the other's business, nor shall Landlord or Tenant be liable for any debts incurred by the other in the conduct of the other's business, but it is understood and agreed that the relationship is and at all times shall remain that of landlord and tenant.

ARTICLE VI

Other Charges

Tenant shall pay prior to the due dates all income, sales, use taxes and other fees and charges properly assessed against the Tenant by any third party.

ARTICLE VII

Utilities

Tenant shall pay for all utilities servicing the Premises and improvements including but not limited to electricity, gas, and water.

ARTICLE VIII

Use of Premises, Operational Covenants

Section 1. It is understood, and Tenant so agrees, that, during the term of this Lease, the Premises shall be used and occupied by Tenant only as a year-round (or seasonal, at Tenant's discretion) full-service licensed restaurant and bar limited to Italian cuisine and for no other purpose or purposes.

Section 2 Tenant further agrees to conform to the following provisions during the entire term of this Lease:

- (a) Tenant shall not place on the exterior of the Premises (including, but without limitation, windows, doors, storefront and entrance lobbies) any signs other than those in conformity with local laws, codes and ordinances for the Town of Yarmouth;
- (b) Tenant shall not perform any act or carry on any practice which may injure the Premises or any other part of the Premises, or cause any offensive odors or loud noise (including, but without limitation, the use of loudspeakers), or constitute a nuisance or menace, and in no event shall any noises or odors be emitted from the Premises other than the usual and customary noises and odors incident to the operation of a restaurant and bar on Route 28, Yarmouth, Massachusetts.
- (c) Tenant shall not use any portion of the Premises for storage or other services except in the ordinary course of its business;
- (d) Tenant shall, in performing its obligations under this Lease, comply with all applicable laws, rules, ordinances and regulations, including, without limitation, obtaining any and all permits necessary and proper in order to permit Tenant to use the Premises for the purposes set forth in this Article VII, Section 1 hereinabove. Without limiting the generality of the foregoing, Tenant agrees that, within the Premises, if altered by Tenant with Landlord's permission, Tenant shall be responsible for compliance with the Americans with Disabilities Act (42 U.S.C. §12101 et seq.) and the regulations and Accessibility Guidelines for Buildings issued pursuant thereto. In addition, Tenant acknowledges receipt of a Special Permit issued by the Yarmouth Board of Appeals and agrees to comply with the conditions set forth in said Special Permit;
- (e) Tenant shall not use, handle or store or dispose of any oil, hazardous or toxic materials or hazardous or toxic wastes (collectively, "hazardous materials") in or about the Premises. If the transportation, storage, use or disposal of any hazardous materials anywhere on the Premises in connection with the Tenant's use of the Premises results in (1) contamination of the soil or surface or ground water or (2) loss or damage to person(s) or property, then Tenant agrees to respond in accordance with the following paragraph:

Tenant agrees (i) to notify Landlord immediately of any contamination, claim of contamination, loss or damage, (ii) after consultation and approval by Landlord, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, and (iii) to indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action, costs and fees, including attorneys' fees, arising from or connected with any such contamination, claim of contamination, loss or damage. This provision shall survive the termination of this lease. No consent or approval of Landlord shall in any way be construed as imposing upon Landlord any liability for the means, methods, or manner of removal, containment or other compliance with applicable law for and with respect to the foregoing.

Tenant shall immediately notify Landlord upon Tenant's receipt of any inquiry, notice, or threat to give notice by any governmental authority or any other third party with respect to any hazardous materials.

ARTICLE IX
Assignment of Subletting

Section 1. Tenant may not assign or sublet under this Lease in whole or in part with the Landlord's express written consent which may be withheld for any or no reason.

In the event the Tenant proposes to assign this lease (which term shall include the entering into of any management or similar control transferring agreement, and also shall include the sale or transfer of stock or a change in control, as aforesaid) or to sublet the whole or any part of the Premises (other than as expressly hereinabove permitted to its wholly owned subsidiary or its immediate controlling corporation or with the Landlord's prior written consent), in addition to and without limiting any of the Landlord's rights and remedies on account of the resulting default hereunder by the Tenant, the Landlord shall have the right, without regard to whether the Landlord's withholding its consent to such assignment or subletting would be construed to be unreasonable, to terminate this lease by giving the Tenant notice of the Landlord's desire so to do, in which event this lease shall terminate on the date specified by the Landlord in such notice all as if such date were the date specified in Article heretofore as the expiration date.

ARTICLE X
Maintenance of Structures, Etc.

Section 1. From and after the date that possession of the Premises is delivered to Tenant and until the end of the Lease Term, Tenant shall keep the Premises and every part thereof in good order, condition, and repair, reasonable wear and tear and damage by casualty, as a result of condemnation, or as a result of the failure of Landlord to provide services required to be provided hereunder only excepted, and shall return the Premises to Landlord at the expiration or earlier termination of the Lease Term in such condition.

Section 2. Tenant shall not make any alterations, improvements and/or additions to the Premises ("Tenant's Work") without first obtaining, in each instance, the written consent of Landlord, which consent Landlord agrees will not be unreasonably withheld, upon condition that such alterations shall be made in accordance with all applicable laws and in a good and first-class, workmanlike manner. All Tenant's Work shall be performed in full compliance with and shall conform to all applicable federal, state and local laws, codes, regulations and ordinances, including, without limitation, all applicable building and zoning codes and laws relating to the use, storage, removal, transportation or disposal of hazardous or toxic materials or oil, and all directions, rules and regulations of the Health Officer, Fire Marshal, Building Inspector and other proper officers of the governmental agencies having jurisdiction thereover, and all requirements of the Landlord's underwriters. The Landlord's approval of plans and specifications shall not constitute an acknowledgment that work done in conformity therewith will so comply and conform, it being expressly understood and agreed that the Tenant shall be solely responsible for ensuring such compliance and conformity and for any modifications to or corrections in the Tenant's Work required by any governmental agency or insurance underwriters. The Tenant shall obtain and furnish to the Landlord approvals from all agencies with jurisdiction over matters relative to the performance of Tenant's Work, including, without limitation, electrical, gas, water, heating and cooling, and telephone work, and shall secure its own building and occupancy permits. The Landlord reserves the right to require changes in the Tenant's Work when necessary by reason of code requirements or directives of governmental authorities having jurisdiction over the Premises. Prior to commencement of any Tenant's Work and until completion thereof, the Tenant shall maintain, or cause to be maintained, all reasonable insurance so required by Landlord, including, a builder's risk policy with coverages consistent

with the liability provisions of Article XII, naming Landlord as an additional insured. In addition, Tenant shall secure a workers compensation policy. Certificates of Insurance shall be delivered to Landlord prior to the commencement of work.

The parties stipulate that Landlord shall have no obligation to perform any maintenance or work on the Premises whatsoever. Tenant shall be solely responsible to maintain and replace, if necessary, all parts of the Premises and all FF&E that shall be found to be in disrepair.

ARTICLE XI
Landlord's Access to Premises

Section 1. The Landlord and its agents, contractors and employees shall have the right to enter the Premises at all reasonable hours upon reasonable advance notice of at least forty-eight (48) hours, except in exigent circumstances, or any time in case of emergency, for the purpose of inspecting or of making repairs or alterations, to the Premises or the Building or additions to the Building, and Landlord shall also have the right to make access available at all reasonable hours to prospective or existing mortgagees or purchasers of any part of the Building. To assure access by Landlord to the Premises, Tenant shall provide Landlord with duplicate copies of all keys used by Tenant in providing access to the Premises.

Section 2. For a period commencing six (6) months prior to the expiration of the Lease Term without extension, Landlord may have reasonable access to the Premises at all reasonable hours for the purpose of exhibiting the same to prospective tenants.

ARTICLE XII
Tenant's Insurance and Indemnity

Section 1. Tenant agrees to maintain in full force during the term hereof a policy of general liability and property damage insurance with terrorism coverage sufficient for replacement cost under which Landlord and Fee Owner as insureds, and such other persons as are in privity of estate with Landlord and Fee Owner as may be set out in notice from time to time to be named as additional insureds, and under which the insurer agrees to indemnify and hold Landlord and Fee Owner and those in privity of estate with Landlord harmless from and against all cost, expense and/or liability arising out of or based upon any and all claims, accidents, injuries and damages mentioned in Section 1 of this Article XII. Each such policy shall be non-cancellable with respect to Landlord, Fee Owner and Landlord's said designees without ten (10) days' prior written notice to Landlord, and a duplicate original or certificate thereof shall be delivered to Landlord who shall provide same to Fee Owner upon request. The minimum limits of liability of such insurance shall be (a) One Million (\$1,000,000) dollars for Liquor Liability, (b) One Million (\$1,000,000.00) dollars for general liability with a Two Million (\$2,000,000) dollar umbrella over both liquor liability, general liability, and (c) automobile coverage with underlying and excess coverage in the minimum amount of One Million (\$1,000,000.00) Dollars. In addition, Tenant shall provide automobile insurance for Tenant agrees to at all times maintain workers compensation insurance subject to periodic increases to maintain standard and customary coverages for similar restaurants. In addition, Tenant shall maintain business interruption insurance in an amount sufficient to enable Tenant to pay twelve (12) months' estimated Rent owing to the Landlord hereunder.

Section 2. Tenant also agrees that it shall keep its fixtures, merchandise and equipment insured against loss or damage by fire with the usual extended coverage endorsements. It is understood

and agreed that Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise.

Section 3. Tenant agrees to indemnify and hold harmless Landlord from and against all claims of whatever nature arising from any act or omission or negligence of Tenant, or Tenant's contractors, licensees, agents, servants or employees, or arising from any accident, injury or damage whatsoever caused to any person, or to the property of any person occurring during the term hereof in or about Tenant's Premises, or arising from any accident, injury or damage occurring outside of the Premises but within the building, where such accident, damage or injury results or is claimed to have resulted from a an act or omission or negligence on the part of Tenant or Tenant's agents or employees. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof. Notwithstanding same, if such loss or damage sustained by Landlord is in its capacity as owner or operator of the licensed restaurant/bar located on the Premises as opposed to a conventional lessor holding a passive investment, the indemnification extended to Landlord shall be for claims and/or damages sustained by Landlord that arise from the willful act or omission or gross negligence of Tenant.

Section 4. Tenant agrees to use and occupy the Premises and to use such other portions of the Premises as it is herein given the right to use at its own risk; and that Landlord shall have no responsibility or liability for any loss of or damage to fixtures or other personal property of Tenant provided Landlord shall diligently maintain, repair and replace the envelope and structural elements of the buildings located on the Premises. The provisions of this Section shall apply during the whole of the term hereof, and in view of the permission given to Tenant to install fixtures prior to the commencement of the term hereof, shall also apply at all times prior to the commencement of the term hereof.

Section 5. Tenant agrees that Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying the Premises or otherwise, or for any loss or damage resulting to Tenant or those claiming by, through or under Tenant, or its or their property, from the bursting, stopping or leaking of water, gas, sewer or steam pipes.

ARTICLE XIII Landlord's Insurance

Section 1. Landlord at Tenant's sole expense shall keep improvements located on the Premises insured against loss or damage by fire, with the usual extended coverage endorsements and such other insurance as the then holder of the first mortgage which includes the Premises shall require.

Section 2. Insofar as and to the extent that the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the Commonwealth of Massachusetts (even though extra premium may result therefrom), Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them, respectively, the one carrying such insurance and suffering said loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof.

Section 3. Tenant covenants and agrees that it will not do or permit anything to be done in or upon the Premises or bring in anything or keep anything therein, which shall increase the rate of insurance on the Premises above the standard rate on said Premises with a use of the type described in

Article VIII located on the Premises; and Tenant further agrees that in the event it shall do any of the foregoing, it will promptly pay to Landlord on demand any such increase resulting therefrom, which shall be due and payable as additional rent hereunder.

ARTICLE XIV

Damage to Premises

Section 1. In case during the term hereof the Premises or improvements shall be partially damaged (as distinguished from "substantially damaged", as that term is hereinafter defined) by fire or other casualty, the risk and cost of which is covered by Landlord's insurance, Landlord shall forthwith proceed to repair such damage and restore the Premises or improvements which is a part of the Premises, or so much thereof as was originally constructed by Landlord, to substantially their condition at the time of such damage, but Landlord shall not be responsible for any delay which may result from any cause beyond Landlord's reasonable control.

Section 2. In case during the term hereof the Premises or improvements located on Premises shall be substantially damaged or destroyed by fire or other casualty, the risk of which is covered by Landlord's insurance, this lease shall, except as hereinafter provided, remain in full force and effect, and Landlord shall promptly after such damage and the determination of the net amount of insurance proceeds available to Landlord, expend so much as may be necessary of such net amount to restore, to the extent originally constructed by Landlord (consistent, however, with zoning laws and building codes then in existence), so much of the Premises or improvements located thereon was originally constructed by Landlord to substantially the condition in which such portion of the Premises or improvements was in at the time of such damage, except as hereinafter provided, but Landlord shall not be responsible for delay which may result from any cause beyond the reasonable control of Landlord. Should the net amount of insurance proceeds available to Landlord be insufficient to cover the cost of restoring the Premises, in the reasonable estimate of Landlord, Landlord shall supply the amount of such insufficiency and restore the Premises with all reasonable diligence or Landlord may terminate this lease by giving notice to Tenant within a reasonable time after Landlord has determined the estimated net amount of insurance proceeds available to Landlord and the estimated cost of such restoration, but in any event, not later than ninety (90) days from the date of such substantial damage or destruction. In case of substantial damage or destruction, as a result of a risk which is not covered by Landlord's insurance, Landlord may, but shall have no obligation to, restore the Premises with all reasonable diligence, or Landlord may terminate this lease by giving notice to Tenant within a reasonable time after Landlord has the estimated cost of such restoration, but in any event, not later than ninety (90) days from the date of such substantial damage or destruction.

Section 3. If the Premises shall be substantially damaged or destroyed by fire, windstorm or otherwise within the last year of the term of this lease, either party shall have the right to terminate this lease, provided that notice thereof is given to the other party not later than one hundred eighty (180) days after such damage or destruction. If said right of termination is exercised, this lease and the term hereof shall cease and come to an end as of the date of said damage or destruction. The terms "substantially damaged" and "substantial damage", as used in this Article, shall have reference to damage of such a character as cannot reasonably be expected to be repaired or the Premises restored within one hundred eighty (180) days from the time that such repair or restoration work would be commenced.

Section 4. In the event that the provisions of Sections 1, 2 or 3 of this Article XIV shall become applicable and the cause of such damage has not been caused by or through the negligence or intentional act of the Tenant, to the extent not covered by business interruption insurance, the Minimum

Annual Rent and Additional Rent shall be abated or reduced proportionately during any period in which, by reason of such damage or destruction, there is substantial interference with the operation of the business of Tenant in the Premises, having regard to the extent to which Tenant may be required to discontinue its business in the Premises, and such abatement or reduction shall continue for the period commencing with such damage or destruction and ending sixty (60) days following the completion by Landlord of such work of repair and/or reconstruction as Landlord is obligated to do.

ARTICLE XV
Eminent Domain

Section 1. If the Premises, or such portion thereof as to render the balance (when reconstructed) unsuitable for the purposes of Tenant, shall be taken by condemnation or right of eminent domain, either party, upon written notice to the other, shall be entitled to terminate this lease, provided that such notice is given not later than thirty (30) days after Tenant has been deprived of possession. Should any part of the Premises be so taken or condemned, and should this lease be not terminated in accordance with the foregoing provision, Landlord covenants and agrees promptly after such taking or condemnation, and the determination of Landlord's award therein, to expend so much as may be necessary of the net amount which may be awarded to Landlord in such condemnation proceedings in restoring the Premises to an architectural unit as nearly like their condition prior to such taking as shall be practicable. Should the net amount so awarded to Landlord be insufficient to cover the cost of restoring the Premises, as estimated by Landlord's architect, Landlord may, but shall not be obligated to, supply the amount of such insufficiency and restore said Premises as above provided, with all reasonable diligence, or may terminate this lease. Where Tenant has not already exercised any right of termination accorded to it under the foregoing portion of this Section, Landlord shall notify Tenant of Landlord's election not later than ninety (90) days after the final determination of the amount of the award. Further, if so much of the Premises shall be so taken that continued operation of Tenant's business would be uneconomic, Landlord shall have the right to terminate this Lease by giving notice to Tenant of Landlord's desire so to do not later than thirty (30) days after the effective date of such taking.

Section 2. Out of any award for any taking of the Premises, in condemnation proceedings or by right of eminent domain, Landlord shall be entitled to receive and retain the amounts awarded for such Premises and for Landlord's business loss. Tenant shall be entitled to receive and retain any amounts which may be specifically awarded to it in any such condemnation proceedings, because of the taking of its leasehold improvements or leasehold interest to the extent Tenant was not reimbursed for the same by Landlord.

Section 3. In the event of any such taking of the Premises, to the extent not covered by business interruption insurance, the Minimum Annual Rent and the Additional Rent, shall be abated or reduced proportionately during any period in which, by reason of such taking, there is substantial interference with the operation of the business of Tenant in the Premises, having regard to the extent to which Tenant may be required to discontinue its business in the Premises resulting material financial loss, and such abatement or reduction shall continue for the period commencing with the effective date of such taking.

ARTICLE XVI
Option to Extend

Provided that Tenant has cured any Tenant default under this Lease, then Tenant has the right to extend the Term of the Lease for one (1) five (5) year period ("Extended Term") Tenant shall have automatically exercised the option for each Extended Term in the event it has not given Landlord written notice not less than one hundred and eighty (180) days before the then expiration of the Term of its intention to not renew, subject to the further provisions of this Section

ARTICLE XVII
Tenant's Default

Section 1 In the event:

- (a) Tenant shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for seven (7) days after written notice thereof; or
- (b) Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof or such longer period as may be reasonably be required to correct such default with the exercise of due diligence, or in situations involving potential danger to the health or safety of persons at the Premises or material deterioration of or damage to the Premises, such shorter time as may be appropriate; or
- (c) Tenant shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of Tenant's property for the benefit of creditors.

then Landlord shall have the right thereafter, while such default continues, to (i) re-enter and take complete possession of the leased Premises, (ii) to declare the Term of this Lease ended, and/or (iii) remove Tenant's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. Tenant shall indemnify Landlord against all loss of rent and other payments that Landlord may incur by reason of such termination, subject, however, to Landlord's obligation to minimize its damages. If Tenant shall default, after notice thereof, in the observance or performance of any conditions or covenants on Tenant's part to be observed or performed under or by virtue of any of the provisions in any article of this Lease, Landlord, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of Tenant.

If Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or demanding any action or proceeding, such sums paid or obligations incurred, with interest at the rate of five percent (5%) per cent per annum above the prime lending rate as set forth in the Wall Street Journal Rate and costs, shall be paid to Landlord by Tenant as Additional Rent.

In the event any Rent and/or Additional Rent payment is not received by Landlord within ten (10) days following the due date, then Tenant shall pay interest at a rate of five (5%) percent per annum above the prime lending rate as set forth in the Wall Street Journal Rate on the amount due from the original due date until said amount due is paid to Landlord. Notwithstanding anything contained herein to the contrary.

In the event that Tenant has received two (2) or more notices of material default pursuant to this Article within a twelve (12) month period even though the breaches specified in the notices have been waived or cured, and in the event that any of the events of default specified in said Section 1 subsequently occurs, then the provisions for notice and grace periods set forth herein shall not be applicable and Landlord shall

have the right, without demand or notice, to exercise all its rights and remedies set forth in this Lease or otherwise afforded it at law and equity.

ARTICLE XVIII
Landlord's Default

Landlord shall in no event be in default in the performance of any of his obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default with the exercise of due diligence after notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation provided that Landlord shall promptly commence to perform its obligations hereunder after receiving such notice from Tenant, save and except in the case of situations involving potential danger to the health or safety of persons at the Premises or material deterioration of or damage to the improvements in which the Premises is situated, such shorter time as may be appropriate.

In the event of Landlord's default, the Fixed Rent, the Additional Rent and all other sums payable by Tenant to Landlord shall continue to be payable in all events and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease. Except if so authorized by an appropriate order of a court of competent jurisdiction, Tenant shall not assert any right to deduct the cost of repairs or any monetary claim against Landlord from rent thereafter due and payable but shall look solely to Landlord for satisfaction of such claim.

ARTICLE XIV
Miscellaneous Provisions

Section 1. Waiver. Failure on the part of either party to complain of any action or non-action on the part of the other party, no matter how long the same may continue, shall never be deemed to be a waiver by such party of any of his rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by either party shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of Landlord to or of any action by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant. No payment by Tenant, or acceptance by Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

Section 2. Covenant of Quiet Enjoyment. Tenant, subject to the terms and provisions of this lease, on payment of the rent and on observing, keeping and performing all of the terms and provisions of this lease on its part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Premises during the term hereof without hindrance or ejection by any persons lawfully claiming under Landlord, but it is understood and agreed that this covenant and any and all other covenants of Landlord contained in this lease shall be binding upon Landlord and Landlord's successors only with respect to breaches occurring during Landlord's and Landlord's successors' respective ownership of Landlord's interest hereunder. In addition, Tenant specifically agrees to look solely to Landlord's interest in the Premises for recovery of any judgment from Landlord; it being specifically agreed that officer or stockholder of Landlord shall ever be personally liable for any such judgment. The

provision contained in the foregoing sentence is not intended to, and shall not, limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest. Except as otherwise permitted by an order from a court of competent jurisdiction, Tenant shall have no right to terminate or cancel this lease as a result of any default by Landlord or breach by Landlord of its covenants or any warranties or promises hereunder. Further, in no event shall Landlord ever be liable to Tenant for any indirect or consequential damages, unless such damages are the result of intentional and willful conduct which conduct substantially and materially interferes with Tenant's ability to conduct business and Landlord fails to cure any such default within thirty (30) days after reasonable notice or such longer period in the event that such remedy may not reasonably be cured within such thirty (30) day period.

Section 3. Notice to Mortgagee. After receiving written notice from any person, firm or other entity, that it holds a mortgage (which term shall include a deed of trust) which includes as part of the mortgaged Premises the Premises, such holder shall have the same opportunity to cure any default, and the same time within which to effect such cure, as is available to Landlord; and if necessary to cure such a default, such holder shall have access to the Premises. This Lease is expressly contingent upon Landlord receiving the assent of Fee Owner's existing Mortgagee(s) to Lease. Landlord may terminate this Lease in the event Mortgagee(s) do not provide assent upon request.

Section 4. Mechanic's Liens. Tenant agrees immediately to discharge (either by payment or by filing of the necessary bond, or otherwise) any mechanic, materialmen, or other lien against the Premises and/or Landlord's interest therein, which liens may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies or equipment alleged to have been furnished to or for Tenant in, upon or about the Premises.

Section 5. Brokerage. Tenant and Landlord warrant and represent to each other that neither has dealt with any broker in connection with the consummation of this Lease except the Landlord's broker Summit Capital Investment Group, LLC dba The Business Exchange ("Broker") which Landlord agrees to pay in accordance with existing agreement between Broker and Landlord.

Section 6. Landlord's Security. In addition to the first month's Rent, Tenant shall pay to Landlord upon execution of this Lease a security deposit to secure Tenant's obligations hereunder in the amount of fifty thousand and 00/100 (\$50,000.00) dollars. On or before July 1, 2026, Tenant shall pay an additional security deposit of fifty thousand and 00/100 (\$50,000.00) dollars for a total security deposit of one hundred thousand and 00/100 (\$100,000.00) dollars which must be duly accounted for at the expiration or early termination of this Lease. In addition, Tenant shall pay to Landlord the cost of real estate taxes for the Lease Term. Also, any party now or hereinafter holding more than twenty (20%) percent membership interest in the Tenant shall execute a commercially reasonable unconditional guaranty.

Section 7. Invalidity of Particular Provisions. If any term or provision of this lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

Section 8. Provisions Binding, Etc. Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant. Each term and each provision of this lease to be performed by Tenant shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of Tenant is not intended to constitute a consent to assignment by Tenant but has reference only to those

instances in which Landlord may later give written consent to a particular assignment as required by the provisions of Article IX hereof.

Section 9. Governing Law. This lease shall be governed exclusively by the provisions hereof and by the laws of the Commonwealth of Massachusetts, as the same may from time to time exist

Section 10. No Recording. Tenant agrees not to record this Lease. Tenant may record a customary Notice of Lease in a recordable form reasonably satisfactory to Landlord and Landlord agrees to execute the same and to have the same executed by the record owner of the real estate of which the Premises are a part.

Section 11. Notices. Whenever by the terms of this lease notice, demand or other communication shall or may be given either to Landlord or to Tenant, the same shall be in writing and shall be sent by certified mail, postage prepaid, Federal Express or United Postal Service or in hand

If intended for Landlord addressed to it at the address set forth on the first page of this lease, and a copy to Pizzuti Law LLC, 336 South Street, Hyannis, Massachusetts 02601 (or to such other address or addresses as may from time-to-time hereafter be designated by Landlord by like notice):

If intended for Tenant, addressed to it at the address set forth on the first page of this lease with a or to such other address or addresses as may from time-to-time hereafter be designated by Tenant by like notice).

Section 12. When Lease Becomes Binding. This document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change or modify any of the provisions hereof

Section 13. Paragraph Headings. The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this lease.

Section 14. Lease Superior or Subordinate to Mortgage. It is agreed that the rights and interest of Tenant under this lease shall be subject and subordinate to any mortgages or deeds of trust that may hereafter be placed upon the Premises, and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, modifications, replacements and extensions thereof, provided that the mortgagee or trustee named in said mortgages or deeds of trust shall elect by written notice delivered to Tenant to subject and subordinate the rights and interest of the Tenant under this lease to the lien of its mortgage or deed of trust and shall agree to recognize this lease of Tenant in the event of foreclosure if Tenant is not in default after all applicable cure periods.

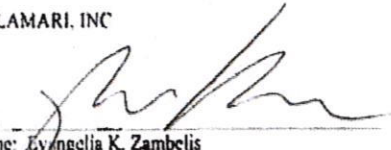
Section 15. Definition of Additional Rent. Without limiting the generality of anything contained herein, all real estate tax payments, insurance payments, and all other charges due and owing not deemed to be Minimum Annual Rent which Tenant is required to pay hereunder, together with all interest and penalties that may accrue thereon, shall be deemed to be Additional Rent, and in the event of non-payment thereof by Tenant as provided hereunder, Landlord shall have all of the rights and remedies with respect thereto as would accrue to Landlord for non-payment of Rent. In the event the due date for any Additional Rent is not specified hereunder, such Additional Rent shall be due fifteen (15) days following receipt of such invoice.

Section 16. Fees and Expenses If Tenant shall request Landlord's consent or joinder in any instrument pertaining to this lease, except for subordination, non-disturbance and attornment agreements with Landlord's mortgagees and Landlord's Lessor-owner of the real estate, Tenant agrees promptly to reimburse Landlord for the legal fees incurred by Landlord in processing such request, whether or not Landlord complies therewith; and if Tenant shall fail promptly so to reimburse Landlord, same shall be deemed to be a default in Tenant's monetary obligations under this lease.

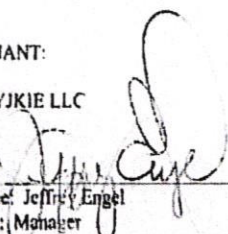
[SIGNATURES ON FOLLOWING PAGE]

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

LANDLORD
CALAMARI, INC

By: 
Name: Evangelia K. Zambelis
Title: President & Treasurer

TENANT:
KAYKIE LLC

By: 
Name: Jeffrey Engel
Title: Manager

It is further agreed that all terms and provisions hereof shall be binding upon the heirs, executors, administrators and assigns of the undersigned, except as otherwise noted in the Lease between the parties hereto of even date and shall inure to the benefit of the successors and assigns of the Landlord.

WITNESS my hand and seal on this the 2nd day of March 2026.

[Signature]
Witness
NOOPUR PATEL

[Signature]
Jeffrey Engel

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE

COUNTY: MA, ss:

On this 2nd day of March 2026, before me, the undersigned notary public, personally appeared Jeffrey Engel and proved to me through satisfactory evidence of identification, being (check whichever applies):

- Driver's license or other state or federal governmental document bearing a photograph image:
- Oath or affirmation of a credible witness known to me who knows the above signatory, or
- My own personal knowledge of the identity of the signatory, to be the person whose name is listed above.

and acknowledges to me that he signed the foregoing instrument, voluntarily for its stated purpose.



My Commission Expires

(AFFIX SEAL)

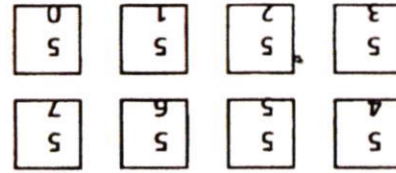
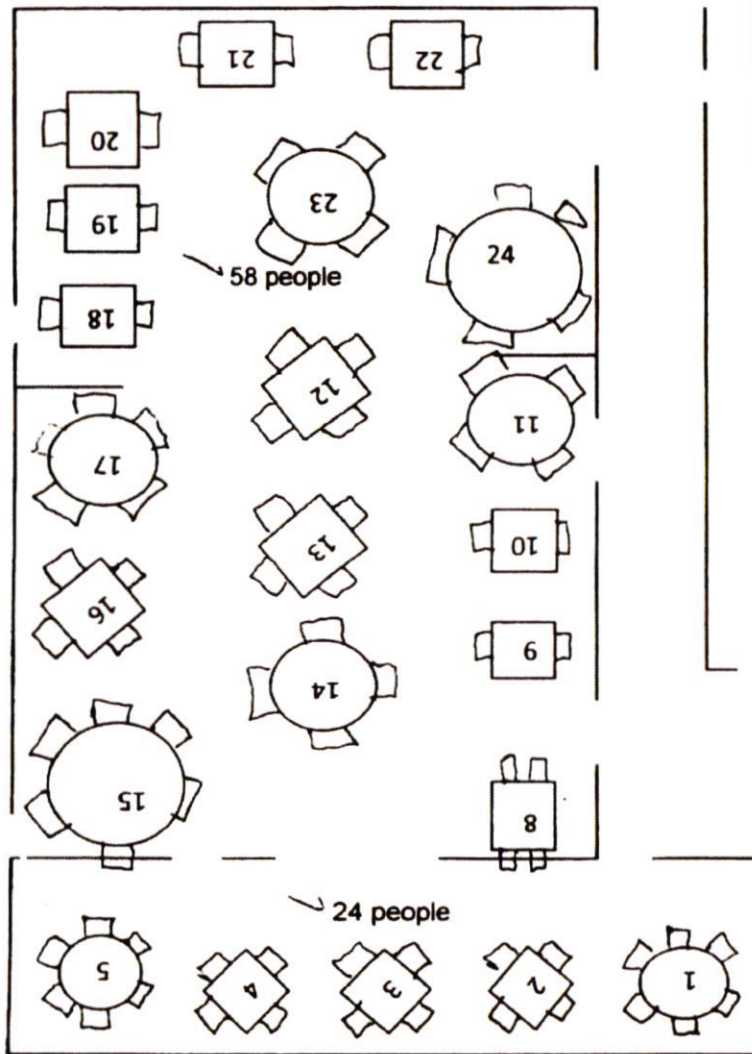


VISHAL VIHOL
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 13, 2031

[Signature]

Jacqueline's on Twenty Eight

177 people Seating Chart



Reception Area

Front Door

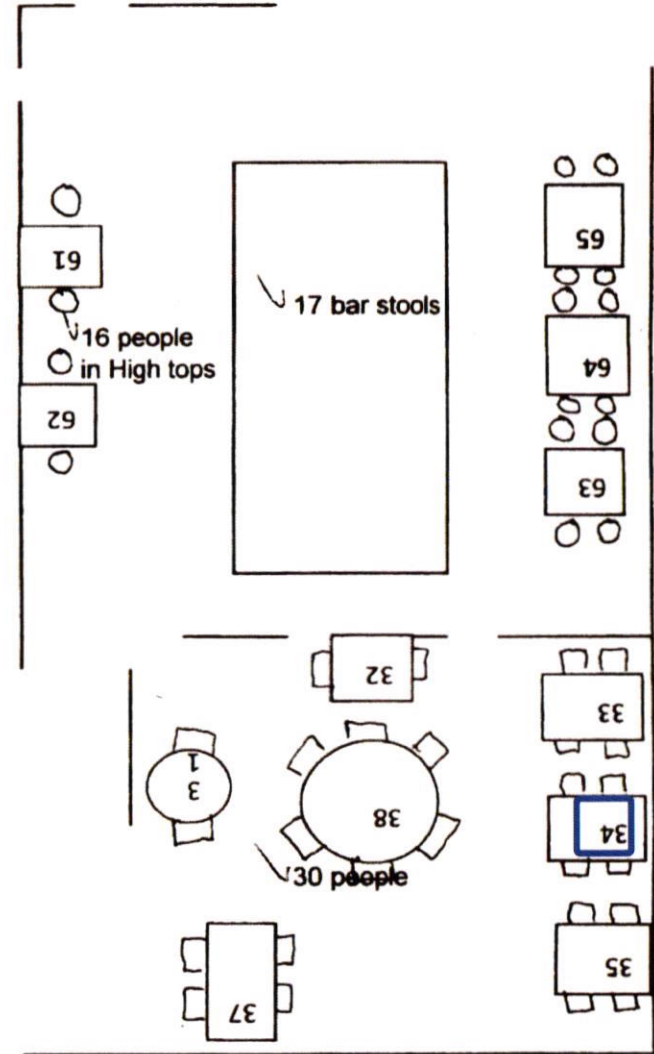


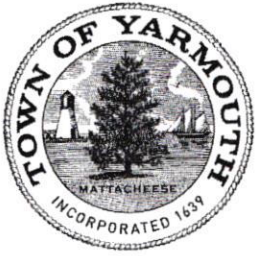
Table 34 will be removed for Singer

3/9/26

Mango

Kevin Cotton

Jay Engel



TOWN OF YARMOUTH

1146 ROUTE 28, SOUTH YARMOUTH, MASSACHUSETTS 02664-24451

Telephone (508) 398-2231, ext. 1268, Fax (508) 398-2365

SELECT BOARD

Tracy Post, Chair
Dorcas McGurrin
Mark Forest
Joyce Flynn
Elizabeth Argo

LICENSING ADMINISTRATOR

Amy Harwood

NEW APPLICATION FOR ANNUAL WEEKDAY ENTERTAINMENT

The undersigned hereby applies for a license in accordance with the provisions of Massachusetts General Laws, Chapter 140 Section 183A amended, Chapter 351 Section 85 of Acts of 1981, Chapter 140 Section 181, & Chapter 136 Section 4.

Business Name: Kaykie LLC dba Jacqueline's on Twenty Eight

Business Address: 175 Route 28

Applicant Name: Kevin Coffran **Applicant Title:** Manager

Applicant Email: jacquelineson28@gmail.com **Applicant Telephone:** _____

Manager Name (if applicable): _____

Hours of Entertainment: 4-9 PM

Days of Entertainment: MON-SAT

Is the Entertainment Indoors and/or Outdoors? Indoor Entertainment Outdoor Entertainment

Does the location have a Fire Protection System?: YES NO

If yes, what type(s)?: Sprinkler System Fire Alarm System

There will be... (check all that apply)

1.) **DANCING:** By Patrons By Entertainers No Dancing

2.) **MUSIC:** Recorded Live Band 3 Number Of Musicians DJ No Music

Amplification System Low Lighting Music Above Normal Sound Levels Nighttime Operation

Clearly Defined Aisles Dance Floor Limited Food Service

3.) **SHOWS:** Theatre Movies Floor Show Light Show Public Show No Show

DETAILED DESCRIPTION OF ENTERTAINMENT:

3 person acoustic Dinner Music

As part of the entertainment, will any person be permitted to appear on the premises in any manner or attire as to expose to public view any portion of the pubic area, anus, or genitals, or any simulation thereof, or whether any female person will be permitted to appear on the premises in any manner or attire as to expose to public view a portion of the breast below the top of the areola, or any simulation thereof? (Chapter 694)

YES NO

This license issued by this application is valid for the calendar year 2026 through 2026 provided the type of entertainment specified above does not change. In the event of a change in the type of entertainment different than indicated above, a new application will be required, and a new license will be issued.

DOCUMENTS REQUIRED:

- Detailed Floor Plan of Event (Showing egress, tables, seating, dance floor, food setup, where entertainment will be set up, emergency lighting, etc.)
- Certificate of Insurance showing Workers Compensation Insurance, with the Town of Yarmouth listed as the Certificate Holder.

If you have no employees, please check this box, fill out and submit a Workers Comp Affidavit.

Town of Yarmouth Fees:

- Legal Ad Fee: To be determined once the legal ad has been placed.
- Abutter Notice mailing is paid by the applicant.
- License Fee: \$105.00
- Hearing Fee: \$65.00

Applicant Responsibilities

Abutter Notifications must be mailed out by the applicant 10 days prior to the scheduled hearing date using **Certified Mail**. The green returned receipts must be returned to the Licensing Department by 4:30pm on the scheduled hearing date.

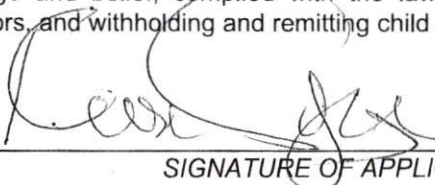
A hearing with the Yarmouth Select Board is required.
The applicant's presence at this hearing is also **required**.

The applicant is responsible for paying all legal ads that run in conjunction with this application, including reschedules and cancellations.

The applicant is responsible for paying all fees before any licenses or permits are issued or any new applications can be submitted. Licenses are not valid until they are on the licensed premises.

By signing this application, the applicant certifies that they have read Massachusetts General Laws Chapter 272 Section 29-31.

Pursuant to the provisions of M.G.L. Chapter 62C, s. 49A, I certify under the penalties of perjury that I have, to my best knowledge and belief, complied with the law of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



SIGNATURE OF APPLICANT

3/10/26

DATE OF SIGNATURE



TOWN OF YARMOUTH

1146 ROUTE 28, SOUTH YARMOUTH, MASSACHUSETTS 02664-24451

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SELECT BOARD
Tracy Post, Chair
Dorcas McGurrin
Mark Forest
Joyce Flynn
Elizabeth Argo

LICENSING ADMINISTRATOR
Amy Harwood

APPLICATION FOR ANNUAL SUNDAY ENTERTAINMENT

The undersigned hereby applies for a license in accordance with the provisions of MA General Laws: Chapter 140 Section 183A amended, Chapter 351 Section 85 of Acts of 1981, Chapter 140 Section 181 & Chapter 136 Section 4.

Business Name: Kayjkie LLC dba Jacqueline's on Twenty Eight

Business Address: 175 Route 28

Applicant Name: Kevin Coffran **Applicant Title:** Manager

Applicant Address: _____

Email Address: jacquelineson28@gmail.com **Applicant Telephone:** _____

Manager Name(s) (if applicable): _____

Hours of Entertainment: 1-9 PM

Days of Entertainment: Sunday

Is the Entertainment Indoors and/or Outdoors? Indoor Entertainment Outdoor Entertainment

Does Location have a fire Protection System? YES NO

If YES, what type? Sprinkler System Fire Alarm System

There will be... (check all that apply)

1.) **DANCING:** By Patrons By Entertainers No Dancing

2.) **MUSIC:** Recorded Live Band 3 Number Of Musicians DJ No Music

Amplification System Low Lighting Music Above Normal Sound Levels Nighttime Operation

Clearly Defined Aisles Dance Floor Limited Food Service

3.) **SHOWS:** Theatre Movies Floor Show Light Show Public Show No Show

DETAILED DESCRIPTION OF ENTERTAINMENT:

3 person acoustic Dinner Music

As part of the entertainment, will any person be permitted to appear on the premises in any manner or attire as to expose to public view any portion of the pubic area, anus, or genitals, or any simulation thereof, or whether any female person will be permitted to appear on the premises in any manner or attire as to expose to public view a portion of the breast below the top of the areola, or any simulation thereof? (Chapter 694)

YES NO

This license issued by this application is valid for the calendar year 2026 through 2026 provided the type of entertainment specified above does not change. In the event of a change in the type of entertainment different than indicated above, a new application will be required, and a new license will be issued.

DOCUMENTS REQUIRED:

- Detailed Floor Plan of Event (Showing egress, tables, seating, dance floor, food setup, where entertainment will be set up, emergency lighting, etc.)
- Certificate of Insurance showing Workers Compensation Insurance, with the Town of Yarmouth listed as the Certificate Holder.

If you have no employees, please check this box, fill out and submit a Workers Comp Affidavit.

Town of Yarmouth Fees:

- Legal Ad Fee: To be determined once legal ad is placed.
- Abutter Notice Mailing is paid by the applicant.
- License Fee for Regular Hours (1PM-12AM): \$15 or
- License Fee for Special Hours (Before 1PM): \$25
- Hearing Fee: \$65 (Waive if combined with Annual Entertainment or Annual Alcohol License)

Commonwealth of MA Fees:

- Regular Hours (1PM-12AM): \$50 or
- Special Hours (Before 1PM): \$100

Applicant Responsibilities

Abutter Notifications must be mailed out by the applicant 10 days prior to the scheduled hearing date using **Certified Mail**. The green returned receipts must be returned to the Licensing Department by 4:30pm on the scheduled hearing date.

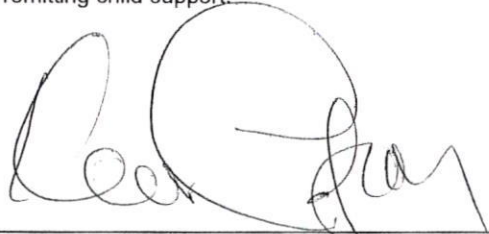
A hearing with the Yarmouth Select Board is required.
The applicant's presence at this hearing is also **required**.

The applicant is responsible for paying all legal ads that run in conjunction with this application, including reschedules and cancellations.

The applicant is responsible for paying all fees before any licenses or permits are issued or any new applications can be submitted. Licenses are not valid until they are on the licensed premises.

By signing this application, the applicant certifies that they have read Massachusetts General Laws Chapter 272 Section 29-31.

Pursuant to the provisions of M.G.L. Chapter 62C, s. 49A, I certify under the penalties of perjury that I have, to my best knowledge and belief, complied with the law of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



SIGNATURE

DATE



Yarmouth Police Department

Excellence in Policing

REVIEW FOR NEW LIQUOR LICENSEES OR MANAGERS

Premises Name and Location: Jacqueline's Rt 28 W. Yarmouth

Manager: Kevin Coltran

Experience in restaurant/alcohol operations or service:

10 (manager) 25 (owner)

New: Licensee Manager: Both:

Persons Representing Applicant at Review Kevin Coltran Jeff Engel

Officer Conducting Review: Renzi Date: 3/20/20

MASSACHUSETTS STATUTES/ABCC REGULATIONS:

1. Post license in conspicuous place.....
2. Approved Manager: 21 years of age and citizen with authority and Control over all business related to alcoholic beverages.....
3. No Service to Intoxicated or underage persons.....
4. Licensee must prevent illegalities on Premises
 - a. No gambling except approved by legislature
 - b. No drug dealing/possession
 - c. No possession by underage
 - d. No Disorder, noise, violence etc.....
5. Acceptable forms of identification **checked on day of service:**
 - a. Mass Driver License
 - b. Mass ID
 - c. Passport
 - d. Military ID (active).....
6. Package Store post notice of Drunk Driving and Open Container Laws..... MIA
7. Pouring License post Drunk Driving and Sale to Minor Laws.....
8. No discrimination (sex, sexual orientation, race, ethnicity etc.).....
9. Must allow entry and provide information to any ABCC Investigator or Agent of the Yarmouth Licensing Authority.....
10. May not cease to conduct business under license w/o notice to LLA.....
11. Dangerous conditions are a crime and license violation:

- a. Overcrowding (over posted occupancy)
 - b. Blocked egress
 - c. Flammable materials stored or pyrotechnic device w/o permit
 - d. Failure to maintain required fire alarm or suppression.....
12. No flies, foreign matter in alcohol.....
13. Alcohol only from licensed distributors, no refilling bottles.....
14. Taps must be accurately labelled.....
15. ABCC "Happy Hour Regulations"
- a. No Free drinks
 - b. Only 2 drinks to person at a time
 - c. May not offer to sell unlimited drinks for fixed price except private functions
 - d. May not sell drinks to group or person at less than the price offered to general public except private functions.
 - e. No games with alcohol as reward
 - f. Pitcher only to 2 or more persons
 - g. PRICES- must be the same for calendar week (no happy hour specials).....
16. PRIVATE FUNCTIONS:
- a. All license restrictions and conditions apply to private functions on licensed premises except price and service restrictions above.
 - b. Private function must have a guest list, not open to public, not advertised, and bill paid by one person.

YARMOUTH LIQUOR REGULATIONS

1. TRAINING REQUIREMENT.

All:

- a. Managers,
- b. Assistant Managers,
- c. Bartenders,
- d. Servers,
- e. Supervisors, and
- f. Sales persons at package stores,

MUST complete an approved alcohol beverage training program within 14 days of hire. Approved programs: TIPS, TAMS, ServSafeAlcohol, STOP, and AIM. Online programs are approved.....

2. Licensees must keep the Yarmouth Liquor Rules and Regulations on hand and have all employees who work in public areas read and sign off within 14 days of hire.....
3. Licensees are required to adopt an approved POLICY for conduct of its alcohol business, which all employees shall read and sign within 14 days of hire. A model policy is available.....

4. Establishments shall maintain a list of all employees with copy of approved alcohol training where required.....
5. The Rules and Regulations, Model Policy, Employee list and training certifications shall be kept in a separate book or binder to be available to the Licensing Authority and its agents.....
6. The Manager on the license is expected to be present at the licensed Premises on a regular basis sufficiently to maintain full authority and control over all matters relating to alcoholic beverages.....
7. Pouring establishments shall submit to the licensing office names of Assistant Managers who are expected to be in charge of the establishment when the Manager is absent, or to close at night. A manager or assistant manager should be present when the establishment is open for business.....
8. Pouring establishments with a bar and total allowed occupancy Load (not persons actually present) over 100 persons is required to comply with the Massachusetts Board of Fire Prevention Crowd Management Regulations. 527 CMR 10.13 (2) (d).....
9. On duty EMPLOYEES may not CONSUME or be under the influence of Alcoholic beverages except for scheduled training.....
10. Intoxicated persons are not allowed entrance to any licensed premises except to offer a non-alcoholic beverage while police are summoned or other adequate arrangements are made to protect the intoxicated person and the public.....
11. When an intoxicated person is encountered at a licensed premises, management SHALL immediately call police unless other adequate arrangements are made to protect the intoxicated person and the public.....
12. Licensee MUST IMMEDIATELY REPORT TO POLICE any disturbance or incident on the Licensed Premises which involve:
 - a. Unlawful or unwanted physical contact between persons: or,
 - b. Threats of harm to person or property.
13. Premises must conform to sketch plan and occupancy submitted to LLA.....
14. CLOSING HOURS:
 - a. Pouring licenses are normally licensed until 1:00am
 - b. All bottles glasses off bar and tables by 1:15am
 - c. All patrons off premises by 1:30am
 - d. Owner and employees may be on premises only for cleaning or food prep after closing .
 - e. Town Administrator can grant 1 hour extension on New Year's Eve.....
15. Licensee must comply with all applicable building fire safety and health codes.....
16. Licensee must comply with all local tax and governmental requirements.....
17. Licensees are responsible for all activity on the property including parking lots.....

18. Mandatory attendance by licensee or manager at the Compliance Seminar conducted by the Yarmouth Police. Attendance required in the first year after becoming licensed and once every two years thereafter.....

THIS IS A SUMMARY-PLEASE SEE FULL YARMOUTH ALCOHOL RULES AND REGULATIONS



TOWN OF YARMOUTH

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SELECT BOARD
Tracy Post, Chair
Dorcas McGurrin
Mark Forest
Joyce Flynn
Elizabeth Argo

**LICENSING
ADMINISTRATOR**
Amy Harwood

DEPARTMENT COMMENT SHEET

IN REGARD TO:

BUSINESS NAME	Jacqueline's
BUSINESS ADDRESS	175 Route 28

DATE OF SELECT BOARD MEETING	Apr. 7 th
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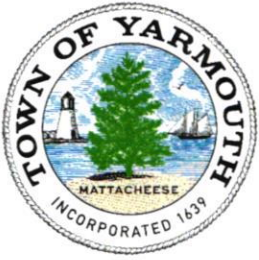
_____Health_____Department	Comments: 173 Seats
----------------------------	------------------------

Steps required to be taken prior to issuance of license:

Food Establishment Application with Food Manager's, Allergen, and Heimlich Certifications.

Health Inspector must inspect prior to opening.

Signature:  Date: 3-31-26
Print Name: Philip Renaud Title: Health Inspector



TOWN OF YARMOUTH

1146 ROUTE 28, SOUTH YARMOUTH, MASSACHUSETTS 02664-24451

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SELECT BOARD

Tracy Post, Chair
Dorcas McGurrin
Mark Forest
Joyce Flynn
Elizabeth Argo

LICENSING ADMINISTRATOR

Amy Harwood

DEPARTMENT COMMENT SHEET

IN REGARD TO:

BUSINESS NAME	Jacqueline's on 28
BUSINESS ADDRESS	175 Route 28

DATE OF SELECT BOARD MEETING	April 7 th
------------------------------	-----------------------

Building Department	<p>Comments:</p> <p>Floor plan appears to indicate that there are clear aisles.</p> <p>Boxes checked in #2 music section do not match the detailed description provided in writing.</p> <p>Written description states that it will be "3 person acoustic dinner music"</p> <p>Checked boxes indicate there will be a DJ and an amplified system. 780 CMR is very clear on the standards if a certain number of criteria have been met. (see highlighted sections attached)</p> <p>Clarification of the use is necessary.</p>
---------------------	--

Steps required to be taken prior to issuance of license:

Apply for Certificate of Inspection as required by 780 CMR section 110.
Amplification may require an upgrade to the Fire Alarm System as indicated in section 432 (attached)



TOWN OF YARMOUTH

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SELECT BOARD

Tracy Post, Chair
Dorcas McGurrin
Mark Forest
Joyce Flynn
Elizabeth Argo

LICENSING ADMINISTRATOR

Amy Harwood

Signature: _____

Max Gayles

Date: _____

4/3/26

Print Name: _____

MAX GAYLES

Title: _____

BID COMM.

PLEASE RETURN COMMENTS BY MARCH 24, 2026

2.00: continued

DESIGN FLOOD. *See* Base Flood.

DESIGN FLOOD ELEVATION. *See* Base Flood Elevation.

ELECTRIC VEHICLE SERVICE EQUIPMENT (EVSE) Level -2 (220 - 240V). The conductors, including the ungrounded, grounded, and equipment grounding conductors, and the Electric Vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of transferring energy between the premises wiring and the Electric Vehicle. Informational note: defined as in 527 CMR 12 section 625.2.

FIRE AREA. The aggregate area of a building, regardless of subdivisions by fire barriers, fire walls, or horizontal assemblies.

FLOOD HAZARD AREA. The greater of the following two areas:

1. The area within a flood plain subject to a 1-percent or greater chance of flooding in any year as identified on a community's current effective Flood Insurance Rate Map ("FIRM") or Flood Hazard Boundary Map ("FHBM"), whichever is applicable.
2. If a community has received preliminary FIRM and Flood Insurance Study ("FIS") from FEMA, and has been issued a Letter of Final Determination ("LFD") from FEMA, the area designated as a flood hazard area on the community's preliminary FIRM, and FIS as of the date of the LFD.

HIGH-RISE BUILDING. A building more than 70 feet in height above grade plane.

HIGHER EDUCATION LABORATORY. Laboratories in Group B occupancies used for educational purposes above the 12th grade. Storage, use and handling of chemicals in such laboratories shall be limited to purposes related to testing, analysis, teaching, research or developmental activities on a nonproduction basis.

JURISDICTION. The Board of Building Regulations and Standards.

LABORATORY SUITE. A fire-rated, enclosed laboratory area providing one or more laboratory work areas within a occupancy that includes ancillary uses such as offices, bathrooms and corridors that are contiguous with the laboratory area, and are constructed in accordance with Section 428. Laboratory suites are classified within the occupancy group that contains similar uses having similar hazards and risks to building occupants. Interchangeable with the term "laboratory unit".

LABORATORY WORK AREA. A room or space for testing, analysis, research, instruction, or similar activities that involve the use of chemicals.

LODGING HOUSE. A one-family dwelling with five or fewer guest rooms where one or more occupants are primarily permanent in nature and compensation is provided for the guest rooms. A building licensed as a "lodging house" in accordance with M.G.L. c. 140, §§ 22 through 31 shall comply with 780 CMR requirements according to its appropriate use and occupancy classification.

NATIVE LUMBER. Native lumber is wood processed in the Commonwealth of Massachusetts by a mill registered in accordance with 780 CMR 110.R4. Such wood may be ungraded but is stamped or certified in accordance with 780 CMR 110.R4.

NIGHT CLUB. An assembly occupancy with a high occupant load density that is generally characterized by ~~at least two of the following:~~ low lighting levels; music generating above-normal sound levels; nighttime operating hours; tables and seating that create ill-defined aisles; a specific area designated for dancing; or service facilities for beverages with limited food service. For night club construction requirements *see* section 432.

SECTION 431: SUMMER CAMPS FOR CHILDREN

431.1 New and Existing Occupancies. This section shall apply to existing and new summer camps for children. The use of such accommodations for purposes of inspection and certification shall be considered as being similar to a dormitory in Use Group R-2.

431.2 Means of Egress. All one-story, one-room buildings having 1,000 ft.² or fewer and having 25 occupants or fewer shall require only one means of egress provided that: 1. the length of travel does not exceed 50 feet from any point in the building to the outside at grade; and 2. the minimum width for aisles and corridors shall be three feet.

431.2.1 Emergency Escape. Every sleeping room shall have at least one exterior door or openable window to permit emergency exit or rescue; the windows shall conform to the following requirements: 1. shall be openable from the inside without the use of separate tools; 2. the sill height shall not be more than 36 inches above the finish floor and with a maximum six foot drop from the window sill to grade below the window; and 3. provide a minimum net clear opening area 5.7 ft.². The minimum net clear opening dimensions shall be 20 X 24 inches in either direction.

431.3 Fire Protection. Smoke detectors shall be required for existing and new residential units in accordance with section 907. When applicable, carbon monoxide ("CO") detectors shall be required in summer camps for children. In new construction of summer camps for children, and where applicable, CO detectors shall be hard-wired and interconnected or otherwise be of an acceptable wireless type and conform to location requirements and listing requirements as set

forth in 780 CMR, 527 CMR 1.00: Chapter 13 or 248 CMR: Board of State Examiners of Plumbers and Gas Fitters, as applicable (*See* 248 CMR 5.09(7)). For existing summer camps for children undergoing alterations, additions, etc., refer to 780 CMR34.00: *Existing Buildings Code*.

For existing day care centers, located on the premises of summer camps for children, CO detectors shall conform to the requirements of 780 CMR, 527 CMR: *Board of Fire Prevention Regulations* or 248 CMR: *Board of State Examiners of Plumbers and Gas Fitters*, as applicable.

EXCEPTION: Tents and other temporary shelters which are designed to sleep less than eight persons and which have an open side consisting of greater than 1/6 of the perimeter of the shelter or which have built-in provisions for emergency escape.

431.4 Mechanical. If camps are heated, then the building shall conform to all applicable code sections and specialized codes.

431.5 Enforcement and Inspections. Enforcement shall be by the *building official* who shall inspect and certify the summer camps yearly, prior to season opening.

SECTION 432: NIGHTCLUBS

432.1 General. All buildings containing a nightclub with an occupant load 50 or greater shall comply with the provisions of this section and other applicable provisions of 780 CMR.

432.2 Sprinkler Protection. An approved automatic sprinkler system shall be provided throughout buildings containing a nightclub in accordance with section 903.3.1.1.

432.3 Foam Plastics and Interior Finishes. Foam plastics shall not be used in nightclubs as interior finish except as provided in section 803.4 and shall not be used as interior trim except as provided in sections 806.5 or 2604.2. This section shall apply both to exposed foam plastics and to foam plastics used in conjunction with a textile or vinyl facing or cover.

432.4 Entertainment System Response. The activation of any fire protection system element (signaling system, detection, sprinklering, etc.) shall automatically cause immediate:

4.00: continued

1. illumination of all areas and components of the required means of egress, and additionally;
2. full activation of all other house lighting; and
3. stopping of any and all sounds and visual distractions (public address systems, entertainment and dance lighting, music, etc.) that conflict/compete with the fire protective signaling system.

432.5 Main Exit. The main entrance egress system shall be sized such that the width of all required means of egress elements is a minimum of 72 inches (nominal) or as determined by section 1029.2, whichever is greater. The main entrance/exit door system shall consist of a pair of side-hinged swinging type doors without a center mullion and shall be equipped with panic hardware.

432.5.1 Alternative Egress. The *building official* may allow an alternative means of compliance where conditions exist which would preclude the installation of a 72-inch egress system. This approval is contingent upon the submission of an egress analysis from a registered design professional which determines that there is adequate means of egress. As a condition of an alternative egress approach, low level exit pathway marking shall be provided in accordance with sections 1024.2 through 1024.5.

SECTION 433: INDOOR AGRICULTURE FOR CANNABIS

433.1 Scope. The provisions of this section shall apply to buildings or structures defined as indoor agriculture or portions thereof containing indoor agriculture with relation to Cannabis. This section shall not be deemed to impose, impact, or override any requirements on buildings or structures or portions thereof not utilized for Cannabis Cultivation or Extraction.

433.2 Definitions.

CANNABIS. The plant or any product derived from the plant, of the family *cannabaceae*; also known as marijuana or hemp, as further defined by M.G.L. c. 94G, § 1 and M.G.L. c. 128, §§ 116 through 123.

CULTIVATION. To prepare, or prepare and use, soil or another growing medium for the raising of crops.

EXTRACTION. The process by which a substance is withdrawn from another substance by physical or chemical means.

EXTRACTION ROOM. A room where extraction occurs.

INDOOR AGRICULTURE. The science or practice of farming, including cultivation for the growing of crops, and/or the rearing of animals to provide food, wool, and/or other products, conducted within a building or structure.

433.3 Cannabis Cultivation or Extraction. Indoor agriculture buildings used for cannabis cultivation or extraction shall comply with this section and other codes, as explicitly referenced.

433.3.1 Fire Protection and Life Safety Systems. Fire protection and life safety systems shall be provided in accordance with Chapter 9 for Group F-1 unless otherwise modified in this section, excluding greenhouse classified as Group U.

ABUTTERS NOTIFICATION

TOWN OF YARMOUTH
SELECT BOARD
ABCC TRANSFER LICENSE HEARING
JACQUELINE'S ON TWENTY EIGHT – 175 ROUTE 28, W. YARMOUTH

The Yarmouth Select Board, acting as the Local Licensing Authority, has received an Application for a transfer of the Annual All-Alcohol On-Premises Restaurant Liquor License located at 175 Route 28, West Yarmouth, MA 02673. The License is being transferred from Calamari Inc dba DiParma Italian Table to Kayjkie LLC dba Jacqueline's on Twenty Eight. The new manager will be Kevin Cofran. The Applicant is also seeking Weekday and Sunday Entertainment Licenses, for indoors with recorded and live music by a DJ or live band with up to three (3) musicians using an amplification system appropriate for dinner music. Hours of entertainment will be Monday-Saturday 4-9 PM and Sunday 1-9 PM.

The Hearing will be held on Tuesday, April 7, 2026 at Yarmouth Town Hall, 1146 Route 28, South Yarmouth, MA. The Select Board's meeting begins at 6:00 pm.

Written comments will be accepted until 4:30 pm, Friday, April 3, 2026, in the Select Board's Office at Town Hall or can be submitted electronically to:
publiccomment@yarmouth.ma.us

Verbal comments will be accepted at the hearing.

9589 0710 5270 2615 0138 16

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West Yarmouth, MA 02673

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.78

Total \$6.08 37/ 74/ / /

Sent To ZAMBELIS EVANGELIA K TRS
THE TASTY TIDBITS RLTY TRUST
335 ROUTE 28
WEST YARMOUTH, MA 02673

Postmark Here MAR 23 2026 03/25/2026 WEST YARMOUTH MA 02673 USPS

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2615 0136 49

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For delivery information, visit our website at www.usps.com®.

South Yarmouth, MA 02664

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.78

Total \$6.08 37/ 73/ / /

Sent To TOWN OF YARMOUTH
1146 ROUTE 28
SOUTH YARMOUTH, MA 02664-4463

Postmark Here MAR 23 2026 03/25/2026 WEST YARMOUTH MA 02673 USPS

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2615 0138 09

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Yarmouth Port, MA 02675

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.78

Total \$6.08 37/ 112/ / /

Sent To SERIJAN JOHN C
WESTFIELD REALTY TRUST
53 AUNT DORAHS LN
YARMOUTH PORT, MA 02675-2202

Postmark Here MAR 23 2026 03/25/2026 WEST YARMOUTH MA 02673 USPS

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2615 0136 87

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Cockeysville, MD 21030

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.78

Total Post \$6.08 37/ 82.1/ / /

Sent To TURINO ASSOCIATES LLC
C/O OMEGA HEALTHCARE INVESTORS I
303 INTERNATIONAL CIR STE 200
HUNT VALLEY, MD 21030

Postmark Here MAR 23 2026 03/25/2026 WEST YARMOUTH MA 02673 USPS

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2615 0137 93

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Yarmouth Port, MA 02675

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.78

Total \$6.08 37/ 110/ / /

Sent To DUMONT MA PROPERTIES LLC
427 N DENNIS RD
YARMOUTH PORT, MA 02675

Postmark Here MAR 23 2026 03/25/2026 WEST YARMOUTH MA 02673 USPS

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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West Yarmouth, MA 02673

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.78

Total \$6.08 37/ 109/ / /

Sent To FUZER JOSELMA D
10 WOODBINE AVE
WEST YARMOUTH, MA 02673

Postmark Here MAR 23 2026 03/25/2026 WEST YARMOUTH MA 02673 USPS

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2615 0137 79

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West Yarmouth, MA 02673

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.78

Total \$6.08

37/ 92/ / /

TORRES FELIX
DIMITROVA TORRES TEODORA TRS
 15 WOODBINE AVE
 WEST YARMOUTH, MA 02673

Postmark Here MAR 25 2026

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2615 0137 86

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New Port Richey, FL 34655

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.78

Total \$6.08

37/ 127/ / /

EVANGELIDIS ANDREAS
EVANGELIDIS ARTEMIS
 8329 NIGHT OWL CT
 NEW PORT RICHEY, FL 34655

Postmark Here MAR 25 2026

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2615 0137 31

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West Yarmouth, MA 02673

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.78

Total \$6.08

37/ 111/ / /

BROWN JUSTIN A
 7 MARIGOLD RD
 WEST YARMOUTH, MA 02673

Postmark Here MAR 25 2026

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2615 0137 55

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West Yarmouth, MA 02673

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.78

Total Postage \$6.08

37/ 108/ / /

GRAY CAROL (LIFE EST)
 12 WOODBINE AVE
 WEST YARMOUTH, MA 02673

Postmark Here MAR 25 2026

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2615 0137 24

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West Barnstable, MA 02668

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.78

Total \$6.08

37/ 91/ / /

BURKE ROBERT F TRS
 PO BOX 848
 WEST BARNSTABLE, MA 02668

Postmark Here MAR 25 2026

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2615 0137 62

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West Yarmouth, MA 02673

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.78

Total \$6.08

37/ 94/ / /

TORRES FELIX
DIMITROVA-TORRES TEODORA
 15 WOODBINE AVE
 WEST YARMOUTH, MA 02673

Postmark Here MAR 25 2026

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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For delivery information, visit our website at www.usps.com™.

North Yarmouth, MA 02554

Certified Mail Fee	\$5.30
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.78
Total	\$6.08

Sent To: **ROBERTS CHRISTOPHER M TR**
ROBERTS LINDA M TR
 Street: **13 MILESTONE CROSSING**
 City, State: **NANTUCKET, MA 02554**

Postmark Here: **MAR 25 2026**

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2615 0137 17

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For delivery information, visit our website at www.usps.com™.

South Yarmouth, MA 02664

Certified Mail Fee	\$5.30
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.78
Total	\$6.08

Sent To: **TOWN OF YARMOUTH MUNICIPAL**
 Street: **1146 ROUTE 28**
 City, State: **SOUTH YARMOUTH, MA 02664-4463**

Postmark Here: **MAR 25 2026**

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2615 0136 94

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CERTIFIED MAIL® RECEIPT
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West Yarmouth, MA 02673

Certified Mail Fee	\$5.30
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.78
Total	\$6.08

Sent To: **TWO FAMILIES INC**
 Street: **151 ROUTE 28**
 City, State: **WEST YARMOUTH, MA 02673**

Postmark Here: **MAR 25 2026**

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2615 0136 63

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For delivery information, visit our website at www.usps.com™.

Cockeysville, MD 21030

Certified Mail Fee	\$5.30
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.78
Total	\$6.08

Sent To: **TURINO ASSOCIATES LLC**
C/O OMEGA HEALTHCARE INVESTORS
 Street: **303 INTERNATIONAL CIR STE 200**
 City, State: **HUNT VALLEY, MD 21030**

Postmark Here: **MAR 25 2026**

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2615 0137 00

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West Yarmouth, MA 02673

Certified Mail Fee	\$5.30
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.78
Total	\$6.08

Sent To: **THE COVE AT YM ASSOC LTD PTNRS**
C/O VACATION RESORT INTERNATIONAL
 Street: **183 MAIN ST**
 City, State: **WEST YARMOUTH, MA 02673-4653**

Postmark Here: **MAR 25 2026**

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2615 0136 56

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South Yarmouth, MA 02664

Certified Mail Fee	\$5.30
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.78
Total	\$6.08

Sent To: **TOWN OF YARMOUTH**
PARK DEPT
 Street: **1146 ROUTE 28**
 City, State: **SOUTH YARMOUTH, MA 02664-4463**

Postmark Here: **MAR 25 2026**

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

No.: S-1518

**LICENSE
ALCOHOLIC BEVERAGES**

THE LICENSING BOARD, TOWN OF YARMOUTH, MASSACHUSETTS

HEREBY GRANTS AN

ANNUAL COMMON VICTUALLER

**License to Expose, Keep for Sales, and to Sell
All Alcohol**

TO BE DRUNK ON PREMISES

To: **Calamari Inc**

Date: 1/1/2026

DBA: **DiParma Italian Table**
175 Route 28
Yarmouth, MA 02673

Ref: LI

Fee(s):

License Duration Type: ANNUAL

Manager: Benjamin Surro

License Conditions:

One Story Building with 4 Dining Rooms/Areas, 1 Bar and Service to Deck. Five Entrances/Exits. See back for further restrictions.

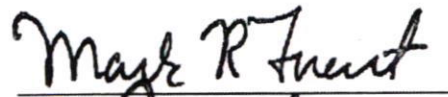

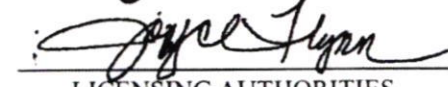
On the following described premises: 175 Route 28, Yarmouth, MA 02673

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made expires December 31ST, 2026, unless earlier suspended, cancelled or revoked.

IN TESTIMONY WHEREOF, the undersigned have thereunto affixed their official signatures.

The hours during which alcoholic beverages
may be sold are from:
Monday – Saturday 8:00AM - 1:00AM
Sunday 10:00AM - 1:00AM
Deck Service Until 11:00PM

LICENSE
granted by:




LICENSING AUTHORITIES

This License Shall Be Displayed on the Premises in a
conspicuous position where it can be easily ready.

RESTRICTIONS:

1. The license holder is responsible for the quiet and orderly dispersal of patrons and employees entering and exiting the establishment and the parking area.
2. Noise should not be audible off premises or at a level that would disturb abutters.
3. All state and Board of Health requirements are in compliance.

FEE: \$105.00

ALL NOISE TO BE CONTAINED WITHIN THE BUILDING

N

THE COMMONWEALTH OF MASSACHUSETTS

TOWN OF YARMOUTH

License For

WEEKDAY ENTERTAINMENT

INNHOLDERS, COMMON VICTUALLERS AND
OTHER KEEPERS OF RESTAURANTS AND OTHER ESTABLISHMENTS

In accordance with the provisions of Chapter 140, Sec 183A of the Massachusetts General Law as amended by Chapter 299 of the Acts of 1926, and amendments thereto, this LICENSE is hereby granted to:

Business Name: DiParma Italian Table

Manager: Benjamin Surro

Address: 175 Route 28, West Yarmouth

License Granted For: Amplification System, Live Band 2 Pieces, Recorded Music, TV

Applicable Date(s) and/or Time(s):

MONDAY - SATURDAY

12:00PM - 1:00AM

This License is granted to conduct the entertainment and amusements as herein described in connection with his/her regular business of innholder, common victualler, or owner, manager or controller of a café, restaurant or other eating or drinking establishment, on the premises until:

Expiration Date: DECEMBER 31, 2026

This LICENSE is granted as subject to the provisions of the General Laws, Chapter One Hundred and Forty, Sections Twenty-Two inclusive, and of Chapter Two Hundred and Seventy-Two, Sections Twenty-Five to Twenty-Seven inclusive, and amendments thereto, and shall not be valid for a location other than herein described.

LICENSE granted by:

Mark R. Frenet

Donald M. ...

John J. ...

LICENSING AUTHORITIES

CONDITIONS: (See conditions of this license on reverse side.)

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE

1. This license is granted and approved subject to compliance with the laws of this Commonwealth relative to the exposing, sale and keeping of liquor or other intoxicating beverages and with compliance with the following conditions:
 - 1.1. The premises shall be open at all times to inspection by any police officer or constable of the town, or by any State Police Officer.
 - 1.2. No person or person(s) under the influence of intoxicating liquor or other intoxicating beverage, or having the appearance thereof, shall be granted admittance to or be permitted to remain in or upon any of the premises described in this license.
 - 1.3. No dialogue, gesture, song, language or conversation of any description which is directly or indirectly obscene, lascivious or suggestive, shall be permitted to be used by any person or person(s) while in or upon the premises.
 - 1.4. Muscle or suggestive dancing or any description or form is prohibited.
 - 1.5. Gaming of any description, games at which a prize is offered, any game where money is exposed as a prize or inducement, wheels or change and jingle boards are prohibited.
 - 1.6. Private dining rooms, booths or enclosures for the accommodation of less than four person(s) shall not be permitted and not less than four persons shall be allowed or permitted to occupy any such room or enclosure.
 - 1.7. Rooms used for dining rooms and for dancing shall be so lighted as to render it possible to distinguish any person by every other person therein at all times.
 - 1.8. The license will be suspended for non-compliance with any of the laws of this Commonwealth relating to this particular establishment, and may, after a hearing, be revoked.
 - 1.9. Non-compliance with the provisions of any of the above regulations will be sufficient cause for suspension, and after hearing the license may be revoked.

TOWN

OF YARMOUTH

1/1/2026

DATE

By authority of any in compliance with the provisions of Chapter 299, Acts of 1926, and amendments thereto, the above minimum rules and regulations are hereby prescribed and approved.

State Fee, \$ 100.00
Municipal Fee, \$ 25.00

THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF YARMOUTH



LICENSE

For

PUBLIC ENTERTAINMENT ON SUNDAY

The Name of the Establishment is CALAMARI INC. DBA DIPARMA ITALIAN TABLE in or on the property at No. 175 ROUTE 28, WEST YARMOUTH, MA 02673 (address)

The Licensee or Authorized representative, BENJAMIN SURRO in

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

DATE	TIME	Proposed dancing or game, sport, fair, exposition, play, entertainment or public diversion
1/1/26	12:00 PM	AMPLIFICATION SYSTEM, JUKEBOX, LIVE AND RECORDED MUSIC
TO	TO	
12/31/26	1:00 AM	

Hon. TRACY POST Mayor/ Chair of the Select Board, YARMOUTH (City or Town)

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

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

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

Do not write in this box

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



The Commonwealth of Massachusetts
**Town of
 YARMOUTH**



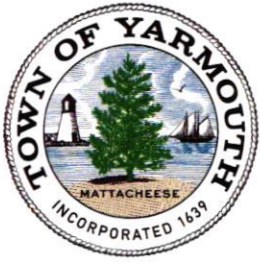
New and Renewal Certification of Inspection

In accordance with the Massachusetts State Building Code, Section 110.7

Issued to	Identify Name of Establishment			Certificate No.
	Business Name: Diparma Italian Table Trade Name: Diparma Italian Table			BCOI-23-1766
Located at	Identify property address including street number, name, city or town, and county			Certificate Expiration
	175 ROUTE 28 WEST YARMOUTH, MA 02673			December 31, 2026
Use Group Classification(s)	<u>Floor</u> 01st Floor	<u>Occupancy</u> 17	<u>Use Group</u> A-2 Restaurants, Night Clubs, or similar uses	<u>Other</u> Bar Stools
Allowable Occupant Load	02nd Floor	154	A-2 Restaurants, Night Clubs, or similar uses	154-person-tables-chairs

This certificate of inspection is hereby issued by the undersigned to certify that the premise, structure, or portion thereof as herein specified has been inspected for general fire and line safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. *Failure to post or tampering with the contents of the certificate is strictly prohibited.*

Name of Municipal Chief	Enrique Arrascue	Name of Municipal Building Commissioner	Mark Grylls	Date of Inspection	11/6/2025
Signature of Municipal Fire Chief	<i>Lt. Mark De</i>	Signature of Municipal Building Commissioner	<i>[Signature]</i>	Date of Issuance	11/7/25



TOWN OF YARMOUTH

1146 ROUTE 28, SOUTH YARMOUTH, MASSACHUSETTS 02664

Telephone (508) 398-2231, ext. 1268, Fax (508) 398-2365

SELECT BOARD

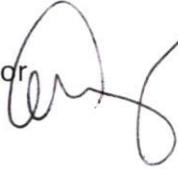
Tracy Post, Chair
Dorcas McGurrin
Mark Forest
Joyce Flynn
Elizabeth Argo

LICENSING ADMINISTRATOR

Amy Harwood

MEMORANDUM

TO: Select Board

FR: Amy Harwood, Licensing Administrator 

DA: April 7, 2026

RE: Spice Boss (908 Route 28) Transfer Liquor License

Spice Boss Restaurant and Grill dba Spice Boss has applied for a Transfer of License for the premises at 908 Route 28, South Yarmouth, MA 02664. The previous owner is 908 Bistro Inc. dba 908 Bistro. The new manager is Grantley Edward McIntosh.

Attached are the following materials from the application:

- Legal Ad
- Application
- DOR/ DUR Certificates of Good Standing
- Articles of Organization
- CORI Application/Proof of Citizenship
- Business Certificate
- Commercial Lease
- Floor Plan
- List of Managers, Certificates Of Insurance, Department Comments
- 908 Bistro License, Certificate of Inspection

There has been no correspondence received from the public on this matter. I am happy to answer questions or provide further information at your request.

CAPE COD TIMES

Public Notices

Originally published at capecodtimes.com on 03/25/2026

LEGAL ADVERTISEMENT

TOWN OF YARMOUTH

SELECT BOARD

ABCC TRANSFER LICENSE HEARING

SPICE BOSS, 908 RTE 28,

S. YARMOUTH

The Yarmouth Select Board, acting as the Local Licensing Authority, has received an Application for a transfer of the Annual All-Alcohol On-Premises Restaurant Liquor License located at 908 Route 28, South Yarmouth, MA 02664. The License is being transferred from 908 Bistro Inc. dba 908 Bistro to Spice Boss Restaurant and Grill Inc. dba Spice Boss. The new manager will be Grantley Edward McIntosh.

The hearing will be held on Tuesday, April 7, 2026 at Yarmouth Town Hall, 1146 Route 28, South Yarmouth, MA. The Select Board's meeting begins at 6:00 pm.

Written comments will be accepted until 4:30 pm, Friday, April 3, 2026, in the Select Board's Office at Town Hall or can be submitted electronically to:

publiccomment@

[yarmouth.ma.us](mailto:publiccomment@yarmouth.ma.us)

Verbal comments will be accepted at the hearing.

3/25/26 #12185013



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

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

Yarmouth

1. TRANSACTION INFORMATION

- Transfer of License
- Alteration of Premises
- Change of Location
- Management/Operating Agreement

- Pledge of Inventory
- Pledge of License
- Pledge of Stock
- Other
- Change of Class
- Change of Category
- Change of License Type (\$12 ONLY, e.g. "club" to "restaurant")

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

Spice Boss is applying to transfer the ABCC License from 908 Bistro to Spice Boss. Spice Boss is a Jamaican themed restaurant and grill which would like to serve alcohol.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises	§12 Restaurant	All Alcohol	Annual

3. BUSINESS ENTITY INFORMATION

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

Current or Seller's License Number: 1-RS-1518 FEIN:

Entity Name: Spice Boss Restaurant and Grill Inc.

DBA: Spice Boss Manager of Record: Grantley Edward McIntosh

Street Address: 908 Route 28, South Yarmouth, MA 02664

Phone: 603-205-2111 Email: spicebossrestaurant@gmail.com

Add'l Phone: Website:

4. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

The premises is a single floor building with four rooms including a dining room, kitchen, and two bathrooms. There is also a fully enclosed deck only accessible from inside the premises.

Total Sq. Footage	1,284	Seating Capacity	51	Occupancy Number	
Number of Entrances	2	Number of Exits	2	Number of Floors	1

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name By what means is the license being transferred?

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
Versel R Johnson	President	
Lindsay A Johnson	Director	

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB	Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Grantley Edward McIntosh	Centerville, MA 02632		/1976	President	100	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
						<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
						<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
						<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
						<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

APPLICATION FOR A TRANSFER OF LICENSE

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? Yes No

CRIMINAL HISTORY
 Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. Yes No

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

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE
 Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?
Yes [] No [x] If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Table with 4 columns: Date of Action, Name of License, City, Reason for suspension, revocation or cancellation. The table is currently empty.

7. CORPORATE STRUCTURE

Entity Legal Structure: Corporation
Date of Incorporation: 01/14/2026
State of Incorporation: Massachusetts
Is the Corporation publicly traded? [] Yes [x] No

8. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name: Tom Nickinello

Landlord Phone: []

Landlord Email: []

Landlord Address: [] Yarmouth, MA 02664

Lease Beginning Date: January 30, 2026

Rent per Month: []

Lease Ending Date: April 30, 2031

Rent per Year: []

Will the Landlord receive revenue based on percentage of alcohol sales? [] Yes [x] No

9. APPLICATION CONTACT

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

Name: Grantley Edward McIntosh

Phone: []

Title: Owner

Email: spicebossrestaurant@gmail.com

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

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

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

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

FINANCIAL INFORMATION

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

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

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

To whom is the pledge being made?

12. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name Date of Birth SSN

Residential Address , Centerville, MA 02632

Email Phone

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

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen/Qualified Alien under the Immigration and Nationality Act? Yes No

If yes, attach one of the following documents: US Passport, Voter's Certificate, Birth Certificate, Naturalization Papers, Permanent Resident Card "Green Card," or Employment Authorization Document.

Have you ever been convicted of a state, federal, or military crime? Yes No

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
2012	2026	Kitchen Manager	Chatham Bars Inn	Andrew Chadwick

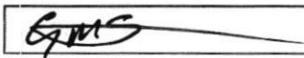
D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature



Date

03-11-26

13. MANAGEMENT AGREEMENT

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

Yes No

If yes, please fill out section 13.

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

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

13A. MANAGEMENT ENTITY

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

Entity Name	Address	Phone		
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>		
Name of Principal	Residential Address	SSN	DOB	
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

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

Yes No

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

13B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

LICENSE

Does any individual or entity identified in question 13A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

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

Name	License Type	License Name	Municipality

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 13A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

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

Name	License Type	License Name	Municipality

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 13A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question section 13B, 13C, 13D ever been suspended, revoked or cancelled?

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

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

13F. TERMS OF AGREEMENT

- a. Does the agreement provide for termination by the licensee?
- b. Will the licensee retain control of the business finances?
- c. Does the management entity handle the payroll for the business?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

d. Management Term Begin Date

e. Management Term End Date

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

- \$ per month/year (indicate amount)
- % of alcohol sales (indicate percentage)
- % of overall sales (indicate percentage)
- other (please explain)

ABCC Licensee Officer/LLC Manager

Management Agreement Entity Officer/LLC Manager

Signature:

Signature:

Title:

Title:

Date:

Date:

ADDITIONAL INFORMATION

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

A large, empty rectangular box with a thin black border, occupying the majority of the page below the text. It is intended for the applicant to provide additional information or clarify previous answers.

APPLICANT'S STATEMENT

I, Grantley Edward McIntosh the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of Spice Boss Restaurant and Gr
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: [Handwritten Signature]

Date: 03-11-26

Title: President

CORPORATE VOTE

The Board of Directors or LLC Managers of

Spice Boss Restaurant and Grill Inc.
Entity Name

duly voted to apply to the Licensing Authority of

Yarmouth
City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

01/14/2026
Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize

Grantley Edward McIntosh

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint

Grantley Edward McIntosh

Name of Liquor License Manager

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

A true copy attest,

For Corporations ONLY

A true copy attest,

G. M.
Corporate Officer /LLC Manager Signature

G. M.
Corporation Clerk's Signature

Grantley McIntosh
(Print Name)

Grantley McIntosh
(Print Name)

ADDENDUM A

6. PROPOSED OFFICER, STOCK OR OWNERSHIP INTEREST (Continued...)

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

Entity Name		Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed)		
<input type="text"/>		<input type="text"/>		
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

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

Yes No



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



908 BISTRO INC

WEST YARMOUTH MA 02673-2415

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, 908 BISTRO INC dba:908 BISTRO INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400, Monday through Friday, 9:00 a.m. to 4:00 p.m.

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau



Certificate of Compliance

Date: January 28, 2026

Letter ID:

908 BISTRO INC

Employer ID (FEIN):

WEST YARMOUTH MA 02673-2415

Certificate ID: L...

FEIN: ...

The Department of Unemployment Assistance certifies that as of 27-Jan-2026, 908 BISTRO INC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L. c. 149, § 189.

This certificate expires on 26-Feb-2026 .

Sincerely,

Katie Dishnica, Director
Department of Unemployment Assistance

Questions?

Revenue Enforcement Unit
Department of Unemployment Assistance
Email us: Revenue.Enforcement@mass.gov
Call us: (617) 626-5750

**The Commonwealth of Massachusetts, William Francis Galvin
Corporations Division**

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Minimum Filing Fee: \$250.00

Identification Number: (number will be assigned)

ARTICLE I

The exact name of the corporation is:

SPICE BOSS RESTAURANT AND GRILL INC.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Specify if you want a more limited purpose:

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

STK	1000	10000	\$
-----	------	-------	----

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the corporation must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of stock of any class are:

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

ARTICLE VII

The effective date of organization shall be the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than ninety (90) days from the date and time of filing

Later Effective Date (mm/dd/yyyy):

Time (HH:MM)

AM PM

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the articles of organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Agent name: GRANTLEY MCINTOSH

Number and street:)

Address 2:

City or town: CENTERVILLE

State: MA

Zip code: 02632

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

PRESIDENT	GRANTLEY EDWARD MCINTOSH	CENTERVILLE MA 02632 USA
DIRECTOR	MELLISSA MCINTOSH	Rd CENTERVILLE MA 02632 USA
DIRECTOR	NATOLA CLARKE	CENTERVILLE MA 02632 USA
SECRETARY	NATOLA CLARKE	CENTERVILLE MA 02632 USA
TREASURER	MELLISSA MCINTOSH	d CENTERVILLE MA 02632 USA

d. The fiscal year end (i.e., tax year) of the corporation:

January

31

e. A brief description of the type of business in which the corporation intends to engage:

RESTAURANT

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

Number and street: 908 route-28, South Yarmouth, MA 02664

Address 2:

City or town: SOUTH YARMOUTH State: MA Zip code: 02664

Country: UNITED STATES

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

Number and street: 908 route-28

Address 2:

Principal Office

City or town: SOUTH YARMOUTH State: MA Zip code: 02664

Country: UNITED STATES

Which is:

its principal office

an office of its transfer agent

an office of its secretary/assistant secretary

its registered office

Special filing instructions:

Indicate any special filing instructions that apply to this form:

Filer's contact information:

(Enter a contact name, mailing address, and e-mail and/or phone number.)

* Contact name: GRANTLEY MCINTOSH

Business name:

* Mailing address: 908 route-28

Additional address detail:

Principal Office

* City, State, Zip code: SOUTH YARMOUTH

MA Zip code: 02664

Country: UNITED STATES

Contact phone number:

Extension:

* Contact e-mail address:

** Provide an e-mail address to receive an expedited response. If the filing is rejected, you will be contacted. Without an e-mail address, correspondence will be mailed.

Signed this 14 Day of January, 2026 at 12:01 PM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

GRANTLEY MCINTOSH

By selecting ACCEPT you hereby acknowledge that this electronic document is submitted in compliance with M.G.L. Chapter 156D, Section 2.02; 950 CMR 113.16 and that the information is true and correct as of the date the electronic filing is submitted. This filing is submitted in witness whereof and under penalties of perjury. You hereby agree that any legal issues or causes of action arising from the

Submit Filing

Make corrections

[Return to login page](#)



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

JEAN M. LORIZIO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	LICENSEE NAME:	CITY/TOWN:
	908 Bistro, Inc.	Yarmouth

APPLICANT INFORMATION

LAST NAME:	FIRST NAME:	MIDDLE NAME:
McIntosh	Grantley	Edward
MAIDEN NAME OR ALIAS (IF APPLICABLE):	PLACE OF BIRTH:	
	Jamaica	
DATE OF BIRTH:	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
//1976		
MOTHER'S MAIDEN NAME:	DRIVER'S LICENSE #:	TATE LIC. ISSUED:
Henry		MA
GENDER:	HEIGHT:	WEIGHT:
MALE	5 6	
EYE COLOR:	Brown	
CURRENT ADDRESS:		
CITY/TOWN:	STATE:	ZIP:
Centerville	MA	02632
FORMER ADDRESS:		
CITY/TOWN:	STATE:	ZIP:
Dennisport	MA	02639

PRINT AND SIGN

PRINTED NAME:	APPLICANT/EMPLOYEE SIGNATURE:
Grantley McIntosh	<i>[Signature]</i>

NOTARY INFORMATION

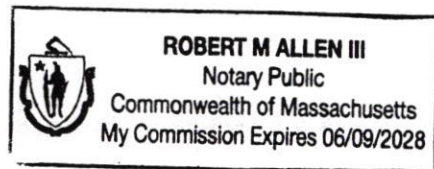
On this 11th of March 2016 before me, the undersigned notary public, personally appeared Grantley McIntosh
(name of document signer), proved to me through satisfactory evidence of identification, which were MA Drivers License
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

[Signature]
NOTARY

DIVISION USE ONLY

REQUESTED BY:
<i>[Signature]</i>

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





No.

CERTIFICATE OF

NATURALIZATION

*Personal description of holder
as of date of naturalization:*

USCIS Registration No.

Date of birth: - , 1976

*I certify that the description given is true, and that the photograph affixed
hereto is a likeness of me.*

Sex: **MALE**

Grantley Mcintosh
(Complete and true signature of holder)

Height: **5 feet 6 inches**

*Be it known that, pursuant to an application filed with the Secretary of
Homeland Security*

Marital status: **MARRIED**

Country of former nationality:
JAMAICA

at: **BOSTON, MASSACHUSETTS**

The Secretary having found that:

GRANTLEY EDWARD MCINTOSH

residing at: **DENNISPORT, MASSACHUSETTS**



*having complied in all respects with all of the applicable provisions of the
naturalization laws of the United States, being entitled to be admitted as
a citizen of the United States, and having taken the oath of allegiance at a
ceremony conducted by*

U.S. DISTRICT COURT - DISTRICT OF MASSACHUSETTS

at: **BOSTON, MASSACHUSETTS**

on: **DECEMBER 17, 2015**

such person is admitted as a citizen of the United States of America.

San Rodriguez
U. S. Citizenship and Immigration Services

ALTERATION OR MISUSE OF THIS DOCUMENT
IS A FEDERAL OFFENSE AND PUNISHABLE BY LAW



**THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF YARMOUTH
BUSINESS CERTIFICATE**

Date Filed: January 21, 2026
 Expiration Date: January 20, 2030
 Certificate Number: 2026.

Certificate Type: New
 Certificate Fee: \$40.00
 Original Filing Date: 1/21/2026

In conformity with the provisions of Chapter One Hundred Ten (110), Section Five (5) of the Massachusetts General Laws, as amended, the undersigned hereby declare(s) that a business is conducted under the title of:

Business Title: Spice Boss Restaurant and Grill

Business Address: 908 Route 28
 South Yarmouth, MA 02664

Business Type: Restaurant

Business Owner(s):
 Grantley McIntosh
 Mellissa McIntosh
 Natola Clarke

Owner(s) Address:
 100, Barnstable, MA 02632

SS / Tax ID #:

Signature(s):

Grantley McIntosh
Mellissa McIntosh
N. Clarke

In Accordance with the provision of Chapter 337 of the Acts of 1985 and Chapter 110, Section 5, of Mass General Laws, business certificates shall be in effect for four (4) years from the date of issue and shall be renewed each four (4) years thereafter. A statement under oath must be filed with the town clerk upon discontinuing, retiring, or withdrawing from such business or partnership.

Copies of such certificates shall be available at the address at which such business is conducted and shall be furnished on request during regular business hours to any person who has purchased goods or services from such business.

Violations are subject to a fine of not more than three hundred (\$300.00) and no/100 dollars for each month during which such violation continues.

On January 21, 2026 the above named person(s) personally appeared before me and made an oath that the foregoing statement is true.

Stephanie J. Wright

Stephanie J. Wright
 Notary Public

Clerk: Derek Karłowicz

Commission
 Expiration Date: July 21, 2028

COMMERCIAL LEASE

COMMERCIAL LEASE, dated as of this 31st day of JANUARY ²⁰²⁶ (this "lease"), by and between BASS RIVER REALTY, LLC a Massachusetts limited liability company, and T.N.T. FAMILY ENTERPRISES, INC, a Massachusetts corporation (collectively, the "lessor"), and Spice Boss Sm & Grill (the "Lessee")

WITNESSETH:

1. **PREMISES.** In consideration of the rents, agreements and conditions herein reserved and contained on the part of the Lessee to be performed and observed, the Lessor does hereby demise and Lease to the Lessee, for the term hereinafter set forth (i) the premises having an address of 908 Route 28, South Yarmouth Massachusetts and comprised of approximately 1,200 square feet, including all equipment and fixtures thereon, and (ii) all of the business assets relating to the operation of the restaurant previously located at such premises known as "Ropes End Restaurant", including but not limited to all fixtures, equipment, furnishings, customer lists relating to the business, telephone numbers and all other intangibles (the premises and related business assets described above being referred to collectively herein as the "Leased Property"). It is acknowledged by Lessee that the existing telephone system, internet system, bar system and ice machine are not owned by Lessor and Lessee shall have the right to maintain these systems at its own effort and expense.

In the event that Lessee desires to remove any items of the Leased Property, Lessee shall provide Lessor with prior notice at least seven (7) days in advance of said removal to allow Lessor to remove said items at its own effort and expense.

2. **LESSEE'S ACCEPTANCE OF PROPERTY.** At the commencement of the term, the Lessee shall accept the Leased Property, in its existing condition. Except as otherwise specified herein, the Lessor represents that all systems and equipment contained in the Leased Property are in good operating condition as of the date hereof.
3. **TERM.** The initial term of this Lease shall be for a period of five years, commencing as of JANUARY 30, 2026 and ending on April 30, 2031. The Lessee shall have one five year option to extend this Lease. Notice of intent to extend under the option shall be given to Lessor at least one hundred eighty (180) days prior to the expiration of the initial term. Lessee's right to extend is contingent upon there being no events of default which remain uncured after the expiration of applicable grace periods.

4. **RENT.** The annual rent during the initial term of this Lease shall be \$ 0 payable in monthly installments of 0. Rent is due in advance on the first day of each month of this Lease. Thereafter, in the event Lessee exercises its right to renew, the annual rent for each year shall increase by three percent (3%) for each year of the renewal term.

SECURITY DEPOSIT. Simultaneously with signing this Lease, Lessee shall pay Lessor 0 as a security deposit, which shall be held as security for the Lessee's performance as herein provided, it being understood that said security deposit is not to be considered prepaid rent, but nor shall any damages claimed (if any) be limited to the amount of said security deposit.

5. **UTILITIES.** Lessee shall pay, as they become due, all bills for electricity, gas, and other utilities

that are furnished to the Leased Property, other than water, which shall be the responsibility of the Lessor. Trash removal, pest control, grease trap maintenance and maintenance of all equipment details on the list attached hereto shall be at Lessee's expense. The Lessor shall have no obligation to provide utilities or equipment other than the utilities and equipment with the Leased Property as of the commencement date hereof. In the event the Lessee requires additional utility equipment, the installation and maintenance thereof shall be the Lessee's sole obligation, provided that such installation shall be subject to the written consent of the Lessor.

6. USE OF DEMISED PREMISES. The Lessee shall use the Leased Property only for the purpose of a restaurant and for other purposes reasonably related thereto. Lessee shall be responsible for obtaining all governmental permits, licenses or other approvals required for Lessee's use of the Leased Property.
7. COMPLIANCE WITH LAWS. The Lessee shall not use or knowingly permit any part of the Leased Property to be used for any purpose which will be unlawful or contrary to any law or any municipal bylaw or ordinance in force in the town in which the Leased Property are situated. The Lessee shall not bring or permit to be brought or kept in or on the Leased Property or elsewhere on the Lessor's property any hazardous, toxic, inflammable, combustible or explosive fluid, material, chemical or substance, including without limitation any item defined as hazardous pursuant to Chapter 21E of the Massachusetts General Laws.

A copy of any and all local, state or federal permits obtained by Lessee which are required for the use of the Leased Property shall be obtained at the Lessee's sole effort and expense and shall be kept on site at all times and shall be readily accessible and produced to Lessor and/or its agents or any local, state or federal officials upon demand. Lessor shall cooperate with Lessee in the transfer of the liquor license to Lessee.

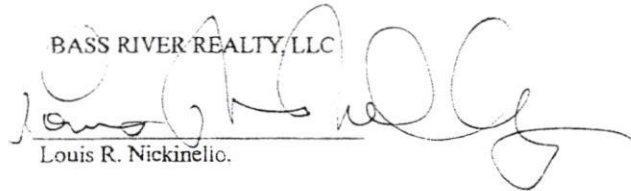
Lessee shall not place on any exterior door, wall or window of the Leased Property any sign or advertising matter without Lessor's prior written consent and the approval of the Town of Yarmouth and shall maintain any such approved signage in good condition and repair. Lessee shall conform to any uniform reasonable sign plan or policy that Lessor may introduce with respect to the Leased Property. Upon vacating the Leased Property, Lessee agrees to remove all signs and to repair all damage resulting from such removal.

8. FIRE INSURANCE. The Lessor shall be responsible for, and shall pay, as they become due, all policy premiums for fire and casualty insurance maintained on the Leased Property. Lessee shall not permit any use of the Leased Property which will make void or voidable any insurance on the property of which the Leased Property are a part, or on the contents of said property.
9. MAINTENANCE OF PREMISES.

(a) The Lessee agrees to maintain Leased Property in comparable condition as they are at the commencement of the term or as they may be put in during the term of this Lease, reasonable wear and tear, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the Leased Property are now in good order and the glass whole, which obligation includes replacement of light bulbs, normal repair and cleaning of windows, cleaning and clearing of toilets, and in general in good, safe and clean condition. Lessee shall be responsible for the maintenance and general pickup of the entranceway leading into the Leased Property so that it is kept in a neat, safe and presentable condition.


LESSOR:

BASS RIVER REALTY, LLC

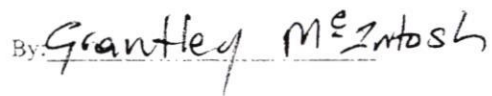

Louis R. Nickinello.

Manager

T.N.T. FAMILY ENTERPRISES, INC.

By: 
Thomas Nickinello
President and Treasurer

LESSEE:

By: 

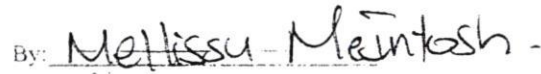

By: 


EXHIBIT A

Equipment List

1163564.v1

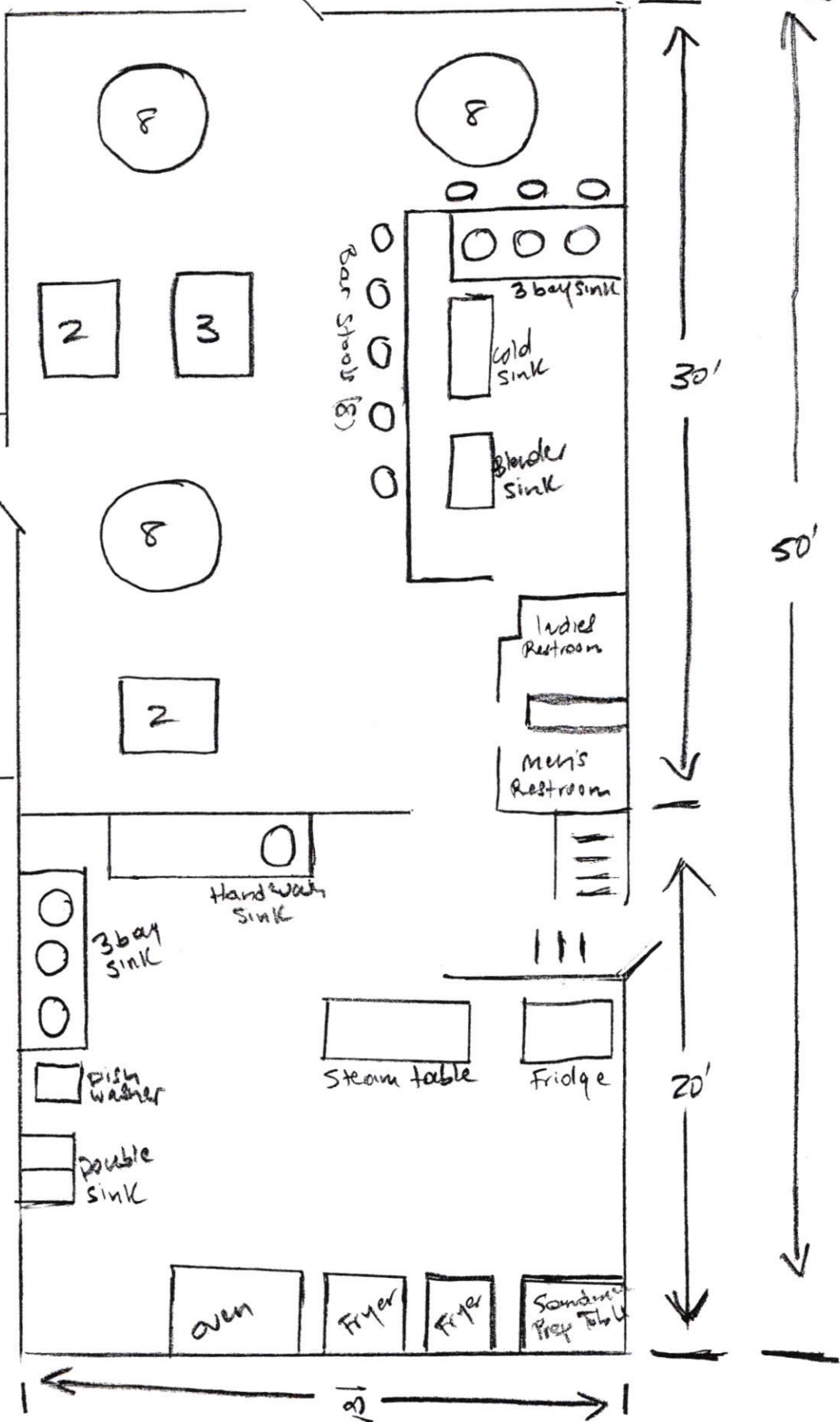
KT 28

Front

Spice Bar
Restaurant & Grill
908 Route 28
02/03/2026

Outside
Deck
12W 32L

12 Seats
on Deck



Additional People Who Will Be Assistant Managers and in Charge When Grantley Is Not Around

- Mellissa McIntosh
- Natola Clarke

ServSafe
National Restaurant Association

ServSafe® CERTIFICATION

NATOLA CLARKE

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the ANSI (American National Standards Institute) National Accreditation Board (ANAB)-Conference for Food Protection (CFP).

CERTIFICATE NUMBER

3/21/2026

DATE OF EXAMINATION

Local laws apply. Check with your local regulatory agency for recertification requirements.

10969

EXAM FORM NUMBER

3/21/2031

DATE OF EXPIRATION



#0655

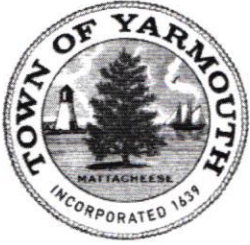
Sherman Brown

Sherman Brown
Executive Vice President, Business Services



In accordance with ANSI Accreditation Standard ANSI Z39-41 (2003) Program No. 0655, ServSafe® is an ANSI Accredited Program. © 2017 National Restaurant Association. All rights reserved. ServSafe®, NRA®, National Restaurant Association and National Restaurant Association Solutions, LLC (Solutions) are trademarks of the National Restaurant Association. This certificate may not be reproduced or used without the explicit written permission of the owner of each mark.

Contact us with questions at 233 S. Wacker Drive, Suite 3600, Chicago, IL 60606-6983 or ServSafe@restaurant.org



TOWN OF YARMOUTH

1146 ROUTE 28, SOUTH YARMOUTH, MASSACHUSETTS 02664-24451

Telephone (508) 398-2231, ext. 1268, Fax (508) 398-2365

SELECT BOARD

Tracy Post, Chair
Dorcas McGurrin
Mark Forest
Joyce Flynn
Elizabeth Argo

LICENSING ADMINISTRATOR

Amy Harwood

HEALTH DEPARTMENT COMMENT SHEET

IN REGARD TO:

BUSINESS NAME	SPICE BOSS
BUSINESS ADDRESS	908 Route 28

DATE OF SELECT BOARD MEETING	APR 7, 2026
------------------------------	-------------

Health Department Comments:	39 Inside 12 Outside Deck 51 Seats Total
-----------------------------	--

Steps required to be taken prior to issuance of license:

Food Establishment license with SERV Safe, Allergy, Choke saver certifications, and Workman's Comp.
Health Inspector must inspect prior to opening.

Signature:

Date: 3-13-26

Print Name: Philip Renaud

Title: Health Inspector

PLEASE RETURN BY MARCH 24, 2026



TOWN OF YARMOUTH

1146 ROUTE 28, SOUTH YARMOUTH, MASSACHUSETTS 02664-24451

Telephone (508) 398-2231, ext. 1268, Fax (508) 398-2365

SELECT BOARD

Tracy Post, Chair
Dorcas McGurrin
Mark Forest
Joyce Flynn
Elizabeth Argo

LICENSING ADMINISTRATOR

Amy Harwood

FIRE DEPARTMENT COMMENT SHEET

IN REGARD TO:

BUSINESS NAME	SPICE BOSS
BUSINESS ADDRESS	908 Route 28

DATE OF SELECT BOARD MEETING	APR 7, 2026
------------------------------	-------------

Fire Department Comments:	NONE
---------------------------	------

Steps required to be taken prior to issuance of license:

NONE

Signature:

Lt. Matt B

Date:

3-25-26

Print Name:

Lt. Matt B

Title:

Lt / Insp.

PLEASE RETURN BY MARCH 24, 2026



Yarmouth Police Department

Excellence in Policing

REVIEW FOR NEW LIQUOR LICENSEES OR MANAGERS

Premises Name and Location: Spice Boss, 908 Rt. 28

Manager: Grantley McIntosh / Natola Clarke

Experience in restaurant/alcohol operations or service:

28 years

New: Licensee Manager: Both:

Persons Representing Applicant at Review Grantley, Natola, Melissa, McIntosh

Officer Conducting Review: Renzi Date: 3/20/26

MASSACHUSETTS STATUTES/ABCC REGULATIONS:

1. Post license in conspicuous place.....
2. Approved Manager: 21 years of age and citizen with authority and Control over all business related to alcoholic beverages.....
3. No Service to Intoxicated or underage persons.....
4. Licensee must prevent illegalities on Premises
 - a. No gambling except approved by legislature
 - b. No drug dealing/possession
 - c. No possession by underage
 - d. No Disorder, noise, violence etc.....
5. Acceptable forms of identification **checked on day of service:**
 - a. Mass Driver License
 - b. Mass ID
 - c. Passport
 - d. Military ID (active).....
6. Package Store post notice of Drunk Driving and Open Container Laws.....
7. Pouring License post Drunk Driving and Sale to Minor Laws.....
8. No discrimination (sex, sexual orientation, race, ethnicity etc.).....
9. Must allow entry and provide information to any ABCC Investigator or Agent of the Yarmouth Licensing Authority.....
10. May not cease to conduct business under license w/o notice to LLA.....
11. Dangerous conditions are a crime and license violation:

- a. Overcrowding (over posted occupancy)
 - b. Blocked egress
 - c. Flammable materials stored or pyrotechnic device w/o permit
 - d. Failure to maintain required fire alarm or suppression.....
12. No flies, foreign matter in alcohol.....
13. Alcohol only from licensed distributors, no refilling bottles.....
14. Taps must be accurately labelled.....
15. ABCC "Happy Hour Regulations"
- a. No Free drinks
 - b. Only 2 drinks to person at a time
 - c. May not offer to sell unlimited drinks for fixed price except private functions
 - d. May not sell drinks to group or person at less than the price offered to general public except private functions.
 - e. No games with alcohol as reward
 - f. Pitcher only to 2 or more persons
 - g. PRICES- must be the same for calendar week (no happy hour specials).....
16. PRIVATE FUNCTIONS:
- a. All license restrictions and conditions apply to private functions on licensed premises except price and service restrictions above.
 - b. Private function must have a guest list, not open to public, not advertised, and bill paid by one person.

YARMOUTH LIQUOR REGULATIONS

1. TRAINING REQUIREMENT.

All:

- a. Managers,
- b. Assistant Managers,
- c. Bartenders,
- d. Servers,
- e. Supervisors, and
- f. Sales persons at package stores,

MUST complete an approved alcohol beverage training program within 14 days of hire. Approved programs: TIPS, TAMS, ServSafeAlcohol, STOP, and AIM. Online programs are approved.....

2. Licensees must keep the Yarmouth Liquor Rules and Regulations on hand and have all employees who work in public areas read and sign off within 14 days of hire.....
3. Licensees are required to adopt an approved POLICY for conduct of its alcohol business, which all employees shall read and sign within 14 days of hire. A model policy is available.....

4. Establishments shall maintain a list of all employees with copy of approved alcohol training where required.....
5. The Rules and Regulations, Model Policy, Employee list and training certifications shall be kept in a separate book or binder to be available to the Licensing Authority and its agents.....
6. The Manager on the license is expected to be present at the licensed Premises on a regular basis sufficiently to maintain full authority and control over all matters relating to alcoholic beverages.....
7. Pouring establishments shall submit to the licensing office names of Assistant Managers who are expected to be in charge of the establishment when the Manager is absent, or to close at night. A manager or assistant manager should be present when the establishment is open for business.....
8. Pouring establishments with a bar and total allowed occupancy Load (not persons actually present) over 100 persons is required to comply with the Massachusetts Board of Fire Prevention Crowd Management Regulations. 527 CMR 10.13 (2) (d).....
9. On duty EMPLOYEES may not CONSUME or be under the influence of Alcoholic beverages except for scheduled training.....
10. Intoxicated persons are not allowed entrance to any licensed premises except to offer a non-alcoholic beverage while police are summoned or other adequate arrangements are made to protect the intoxicated person and the public.....
11. When an intoxicated person is encountered at a licensed premises, management SHALL immediately call police unless other adequate arrangements are made to protect the intoxicated person and the public.....
12. Licensee MUST IMMEDIATELY REPORT TO POLICE any disturbance or incident on the Licensed Premises which involve:
 - a. Unlawful or unwanted physical contact between persons: or,
 - b. Threats of harm to person or property.
13. Premises must conform to sketch plan and occupancy submitted to LLA.....
14. CLOSING HOURS:
 - a. Pouring licenses are normally licensed until 1:00am
 - b. All bottles glasses off bar and tables by 1:15am
 - c. All patrons off premises by 1:30am
 - d. Owner and employees may be on premises only for cleaning or food prep after closing .
 - e. Town Administrator can grant 1 hour extension on New Year's Eve.....
15. Licensee must comply with all applicable building fire safety and health codes.....
16. Licensee must comply with all local tax and governmental requirements.....
17. Licensees are responsible for all activity on the property including parking lots.....

18. Mandatory attendance by licensee or manager at the Compliance Seminar conducted by the Yarmouth Police. Attendance required in the first year after becoming licensed and once every two years thereafter.....

THIS IS A SUMMARY-PLEASE SEE FULL YARMOUTH ALCOHOL RULES AND REGULATIONS

No.: -RS-1518

**LICENSE
ALCOHOLIC BEVERAGES**

THE LICENSING BOARD, TOWN OF YARMOUTH, MASSACHUSETTS

HEREBY GRANTS AN

ANNUAL COMMON VICTUALLER

**License to Expose, Keep for Sales, and to Sell
All Alcohol**

TO BE DRUNK ON PREMISES

To: **908 BISTRO INC.**

Date: 1/1/2026

DBA: **908 Bistro**
908 Route 28
Yarmouth, MA 02664

Ref:

Fee(s):

License Duration Type: ANNUAL

Manager: Versel Johnson

License Conditions:

Single floor building with four rooms, dining room, kitchen, and two bathrooms. There is also a fully enclosed deck only accessible from inside the premises. See back for further restrictions.

On the following described premises: 908 Route 28, Yarmouth, MA 02664

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made expires December 31ST, 2026, unless earlier suspended, cancelled or revoked.

IN TESTIMONY WHEREOF, the undersigned have thereunto affixed their official signatures.

The hours during which alcoholic beverages
may be sold are from:
Monday – Saturday 8:00AM - 1:00AM
Sunday 10:00AM - 1:00AM
Deck Service Until 12:00AM

LICENSE
granted by:

Mark R. Fuent

Rodolfo

Joyce Lynn

LICENSING AUTHORITIES

This License Shall Be Displayed on the Premises in a
conspicuous position where it can be easily ready.

RESTRICTIONS:

1. The license holder is responsible for the quiet and orderly dispersal of patrons and employees entering and exiting the establishment and the parking area.
2. Noise should not be audible off premises or at a level that would disturb abutters.
3. All state and Board of Health requirements are in compliance.



The Commonwealth of Massachusetts
Town of
YARMOUTH

New and Renewal Certification of Inspection



In accordance with the Massachusetts State Building Code, Section 110.7

Issued to	Identify Name of Establishment		Certificate No.
	Business Name: 908 Bistro Trade Name: 908 Bistro		
Located at	Identify property address including street number, name, city or town, and county		Certificate Expiration
	908 & 928 ROUTE 28 SOUTH YARMOUTH, MA 02664		
Use Group Classification(s)	<u>Floor</u> 01st Floor	<u>Occupancy</u> 39	<u>Use Group</u> A-2 Restaurants, Night Clubs, or similar uses
Allowable Occupant Load	Other	12	<u>Other</u> 39 Persons 12 Person-Outside Deck

This certificate of inspection is hereby issued by the undersigned to certify that the premise, structure, or portion thereof as herein specified has been inspected for general fire and line safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. *Failure to post or tampering with the contents of the certificate is strictly prohibited.*

Name of Municipal Chief	Enrique Arrascue	Name of Municipal Building Commissioner	Mark Grylls	Date of Inspection	12/2/2025
Signature of Municipal Fire Chief	<i>Lt. Mark R...</i>	Signature of Municipal Building Commissioner	<i>[Signature]</i>	Date of Issuance	12/3/25



TOWN OF YARMOUTH

1146 ROUTE 28, SOUTH YARMOUTH, MASSACHUSETTS 02664-24451

Telephone (508) 398-2231, ext. 1268, Fax (508) 398-2365

SELECT BOARD


Tracy Post, Chair
Dorcas McGurrin
Mark Forest
Joyce Flynn
Elizabeth Argo

LICENSING ADMINISTRATOR

Amy Harwood

MEMORANDUM

TO: Select Board

FR: Amy Harwood, Licensing Administrator 

DA: April 7, 2026

RE: Town of Yarmouth Community Development Department Special Entertainment License – Parker's River Landing (669 Route 28)

Meggan Eldredge, Director of Community Development has applied for a Special Entertainment License for a Grand Opening and Coastal Resiliency Fair at Parker's River Landing located at 669 Route 28, West Yarmouth, MA 02673. The event will take place on Saturday, May 2, 2026 from 10 AM – 3 PM.

Ms. Eldredge is requesting a fee waiver. Attached are the following materials from the application:

- Legal Ad
- Application
- Fee Waiver Request Memo
- Site Plan
- Abutters Notification and Certificate of First-Class Mailing

There has been no correspondence received from the public on this matter. I am happy to answer questions or provide further information at your request.

CAPE COD TIMES

Public Notices

Originally published at capecodtimes.com on 03/25/2026

LEGAL ADVERTISEMENT

TOWN OF YARMOUTH

SELECT BOARD

SPECIAL ENTERTAINMENT LICENSE

GRAND OPENING / COASTAL RESILIENCY FAIR

The Yarmouth Select Board, acting as the Local Licensing Authority, has received an Application for a Special Entertainment License from Meggan Eldredge, Director of Community Development for the Grand Opening and Coastal Resiliency Fair at Parker's River Landing located at 669 Route 28, West Yarmouth, MA 02673. The free event will be held on Saturday, May 2, 2026 from 10:00 AM – 3:00 PM and open to the public. There will be amplification with recorded music for entertainment by a DJ/Emcee; and a tent with a small stage for invited speakers to address attendees.

The Hearing will be held on Tuesday, April 7, 2026 at Yarmouth Town Hall, 1146 Route 28, South Yarmouth, MA. The Select Board's meeting begins at 6:00 pm.

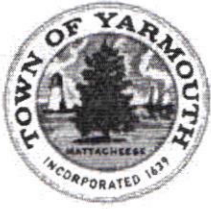
Written comments will be accepted until 4:30 pm, Friday, April 3, 2026, in the Select Board's Office at Town Hall or can be submitted electronically to:

publiccomment@

yarmouth.ma.us

Verbal comments will be accepted at the hearing.

3/25/26 #12185030



TOWN OF YARMOUTH

1146 ROUTE 28, South Yarmouth, Massachusetts 02664
Telephone (508) 398-2231, ext. 1268, Fax (508) 398-2365

BOARD OF
SELECTMEN

LICENSING
ADMINISTRATOR
Amy Harwood

APPLICATION FOR SPECIAL ENTERTAINMENT

The undersigned hereby applies for a license in accordance with the provisions of MA General Laws: Chapter 140 Section 183A amended, Chapter 351 Section 85 of Acts of 1981, Chapter 140 Section 181, & Chapter 136 Section 4.

Business Name:	Town of Yarmouth
Business Address:	1146 Route 28
Applicant Name:	Meggan Eldredge/Community Development
Applicant Address:	
Applicant Email:	meldredge@yarmouth.ma.us
Applicant Telephone:	508-398-2231 ext 1278

Event Location:	Parker's River Landing 669 Rt 28, West Yarmouth
Event Dates:	Saturday, May 2, 2026
Event Hours:	10:00 am - 3:00 pm
Is the Event Indoors or Outdoors?	Does the Event have Alcohol Service?
<ul style="list-style-type: none">Indoors: <input type="checkbox"/>Outdoors: <input checked="" type="checkbox"/>	<p>If yes - please fill out a Special Alcohol License Application https://www.yarmouth.ma.us/DocumentCenter/View/21567/Special-Alcohol-Application-2026</p>
Number of Guests at Event:	open to the public, 300-500 estimated

Does Event Location have a Fire Protection System?
<ul style="list-style-type: none">Sprinkler System: <input type="checkbox"/>Fire Alarm System: <input type="checkbox"/>

Please Check All That Apply:
1. Dancing: By Patrons <input type="checkbox"/> By Entertainers <input type="checkbox"/> No Dancing <input checked="" type="checkbox"/>
2. Music: Recorded <input checked="" type="checkbox"/> Live Band <input type="checkbox"/> Number of Musicians <input type="checkbox"/> Amplification System <input checked="" type="checkbox"/> DJ <input checked="" type="checkbox"/> No Music <input type="checkbox"/>
Low Lighting <input type="checkbox"/> Music Above Normal Sound Levels <input type="checkbox"/> Nighttime Operation <input type="checkbox"/> Clearly Defined Aisles <input type="checkbox"/>
Dance Floor <input type="checkbox"/> Limited Food Service <input type="checkbox"/>
3. Shows: Theatre <input type="checkbox"/> Movies <input type="checkbox"/> Floor Show <input type="checkbox"/> Light Show <input type="checkbox"/> Public Show <input type="checkbox"/> No Show <input checked="" type="checkbox"/>

Detailed Description of Entertainment:	Grand opening of the Park and Coastal Resiliency Fair. Tent with small stage for speakers to address attendees. Emcee with sound amplification, recorded music for entertainment. Radio station will be present and playing recorded music with a DJ.
---	---

As part of the entertainment, will any person be permitted to appear on the premises in any manner or attire as to expose to public view any portion of the pubic area, anus, or genitals, or any simulation thereof, or whether any female person will be permitted to appear on the premises in any manner or attire as to expose to public view a portion of the breast below the top of the areola, or any simulation thereof? (Chapter 694)

- Yes
- No

This license issued by this application is valid for the calendar year 2026 through 2026 provided the type of entertainment specified above does not change. In the event of a change in type of entertainment different than indicated above, a new application will be required, and a new license issued.

Documents Required:

- Detailed Floor Plan of Event (Showing egress, tables, seating, dance floor, food setup, where entertainment will be set up, emergency lighting, etc.)
- Certificate of Insurance naming the Town of Yarmouth as the additional insured.

Fees:

- Hearing Fee: \$65
- License Fee: \$55
- Legal Ad Fee: To be determined once legal ad is placed.
- Abutter Notice Mailing is paid by the applicant.

Hearing Required


Legal Ad Required (posted 10 days prior to hearing)

Abutter Notices (sent 10 days prior to hearing)

By signing this application, the applicant certifies that they have read Chapter 272 Section 29-31 of the Massachusetts General Law.



Signature of Applicant



Date



TOWN OF YARMOUTH

1146 ROUTE 28, SOUTH YARMOUTH, MASSACHUSETTS 02664-24451
Telephone (508) 398-2231, Fax (508) 398-2365

Department of
Community
Development

MEMORANDUM

TO: Select Board

FROM: Meggan Eldredge, Director of Community Development *ME*

SUBJECT: Fee Waiver Request

DATE: April 1, 2026

Through the diligence and determination of countless Town staff, Board and Committee members, volunteers and contractors, the long-awaited Parker's River Landing will have a grand opening on Saturday, May 2, 2026.

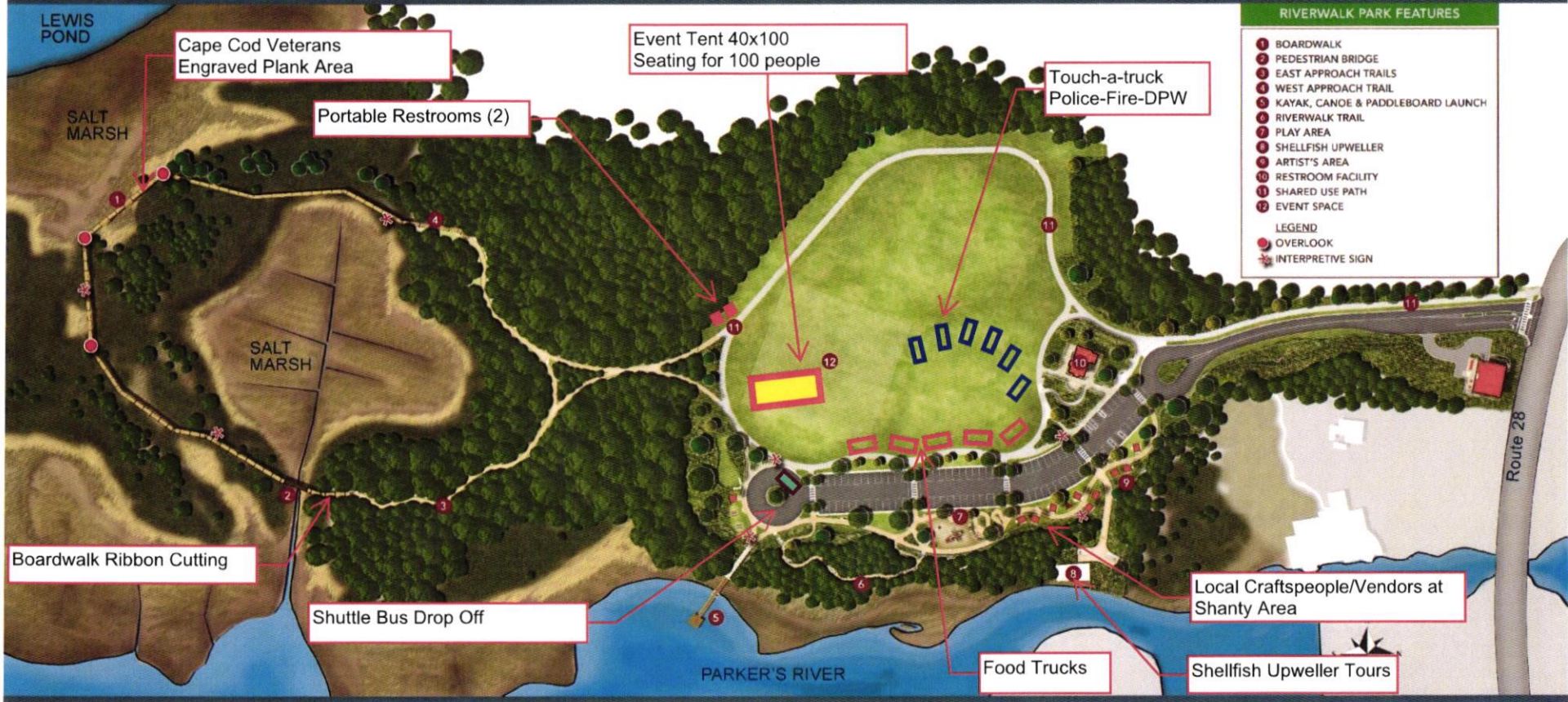
This highly anticipated event will include a Coastal Resiliency Fair to showcase the design elements incorporated into this space to meet the coastal resiliency goals of the Town of Yarmouth. Representatives from multiple state agencies will be present to review the project and highlight unique features within Parker's River Landing. Additionally, family friendly activities are planned such as facepainting, food trucks, artisan vendors, "touch-a-truck", guided tours of the upweller and boardwalk, and entertainment provided by a DJ/master of ceremonies.

The entertainment will consist of amplified speakers for both speeches and music throughout the 10 am to 3 pm timeframe. This element of the grand opening requires an entertainment license from the Select Board. It is anticipated that this event will draw a large audience and bring awareness of both coastal resiliency as well as our new venue. This event will kickstart interest in reserving this space in the future, bringing long-awaited community and economic activity to this location.

For this reason, I am requesting that fees associated with this event be waived by the Select Board. Fees to be waived include a Special Event License and Hearing Fee, tent and sign permit fees. The total fee waiver request is \$230.98.

Thank you in advance for your consideration of this request.

PARKER'S RIVER LANDING



3/27/26 REV.3

SITE PLAN - PARK OPENING & COASTAL RESILIENCY FAIR 5/2/26

ABUTTERS NOTIFICATION

TOWN OF YARMOUTH
SELECT BOARD
SPECIAL ENTERTAINMENT LICENSE
GRAND OPENING / COASTAL RESILIENCY FAIR

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The Hearing will be held on Tuesday, April 7, 2026 at Yarmouth Town Hall, 1146 Route 28, South Yarmouth, MA. The Select Board's meeting begins at 6:00 pm.

Written comments will be accepted until 4:30 pm, Friday, April 3, 2026, in the Select Board's Office at Town Hall or can be submitted electronically to:
publiccomment@yarmouth.ma.us

Verbal comments will be accepted at the hearing.

TOWN OF YARMOUTH

AFFIDAVIT OF MAILING OF NOTICE

FOR SECTION 14 SPECIAL ALCOHOL LICENSE APPLICATION

AND/OR SPECIAL ENTERTAINMENT APPLICATION

I, Meggan Eldredge, the undersigned person, hereby attest and affirm that on or before the date of signature below, I personally mailed notice of this Application to each of the abutters on the attached list by First Class Mail, postage prepaid.

Signed under the penalties of perjury this 24th day of March 2026.

Signature:

Meggan Eldredge

Meggan Eldredge
Print Name

24/ 92/ / /
TOWN OF YARMOUTH
CONSERVATION DEPT
1146 ROUTE 28
SOUTH YARMOUTH, MA 02664-4463

32/ 142/ / /
ANASTASIOU PETER
ANASTASIOU IRENE
25 CENTURY LN
CANTON, MA 02021

32/ 143/ / /
FERREIRA LELIVONE M
36 APPLEBY RD
WEST YARMOUTH, MA 02673

32/ 148/ / /
COULOPOULOS DIANE TR
28 GLENN ROAD REALTY TRUST
28 GLENN RD
BELMONT, MA 02478

32/ 135/ / /
WINSLOW ELISHA F IV TR
WINSLOW STEPHEN A TR
947 MAIN ST ROUTE 6A
YARMOUTH PORT, MA 02675

32/ 134/ / /
7-9 COURTLAND WAY REALTY TRUST
20 ELMWOOD DR
MARSTONS MILLS, MA 02648

32/ 133/ / /
SAVINI PAUL
SAVINI NANETTE LIBERTY
80 MERCHANT AVE
YARMOUTH PORT, MA 02675

32/ 132/ / /
DONOGHUE BERNARD D
DONOGHUE CYNTHIA M
151 ALTHEA DR
YARMOUTH PORT, MA 02675-1660

32/ 131/ / /
OSULLIVAN EDWARD
4 WHIFFLETREE RD
WEST YARMOUTH, MA 02673

32/ 130/ / /
MUIR MICHAEL TR
J & S CAPE RLTY TRUST
P O BOX 62
WEST BOYLSTON, MA 01583

32/ 129/ / /
HOLT DAVID R
HOLT NANCY J
207 COACHMAN LN
WEST BARNSTABLE, MA 02668

32/ 123/ / /
MITROKOSTAS NAFSIKA E TR
S&N REALTY TRUST
PO BOX 260
SOUTH YARMOUTH, MA 02664

32/ 124/ / /
BAYRIDGE REALTY LLC
76 TUPPER RD UNIT 10
SANDWICH, MA 02563

32/ 121/ / /
GOLD VILLAGE WATERSIDE LLC
681 ROUTE 28
WEST YARMOUTH, MA 02673

32/ 102/ / /
DALY ROBERTA A TR
63 PAWKANNAWKUT DR REALTY TRUST
262 BROOK ST
FRAMINGHAM, MA 01701

32/ 118/ / /
NEPTUNE LANE LLC
C/O SILVIO DIGIOVANNI
PO BOX 370
SOUTH YARMOUTH, MA 02664

32/ 117/ / /
VRI DEVELOPMENT & SALES
RIVERVIEW RESORT
PO BOX 399
HYANNIS, MA 02601

32/ 147/ / /
MAYO JONATHAN
MAYO COLLEEN
32 PINEWOOD RD
WEST YARMOUTH, MA 02673

32/ 146/ / /
REZENDES KELSEY
28 PINEWOOD RD
WEST YARMOUTH, MA 02673

32/ 144/ / /
SILVA THATIANA D
41 PINEWOOD RD
WEST YARMOUTH, MA 02673

32/ 145/ / /
OBRIEN DIANE G
37 PINEWOOD RD
WEST YARMOUTH, MA 02673

24/ 62/ / /
BELENKY ALEX
BARRY GALINA
18 CHAMPA ST
NEWTON, MA 02464

24/ 63/ / /
THE PASKOSKI FAMILY TRUST TRS
PO BOX 812
CANTON, CT 06019

24/ 64/ / /
CRONIN PATRICK J TR
CRONIN MARGARET T TR
58 CHESBROUGH RD
WEST ROXBURY, MA 02132

32/ 125/ / /
Y AR3 LLC
9 OLD MAIN ST
WEST DENNIS, MA 02670

32/ 126/ / /
WEDGE JOSHUA
22 & 24 COURTLAND WAY
WEST YARMOUTH, MA 02673

32/ 127/ / /
CREWE JOCK
24 LAKEVIEW DR
SANDWICH, MA 02563

32/ 128/ / /
STAMULI GREGORY T
STAMULI COLLEEN S
6 MYRTLE ST
WESTBOROUGH, MA 01581-2015

32/ 122/ / /
TOWN OF YARMOUTH
PARK DEPT
1146 ROUTE 28
SOUTH YARMOUTH, MA 02664-4463

24/ 160/ / /
YOUNG FLORENCE G TR
21 BELMORE RD
NATICK, MA 01760

24/ 161/ / /
PAQUETTE THOMAS E
PAQUETTE BARBARA E
PO BOX 4511
SHREWSBURY, MA 01545

24/ 162/ / /
WELCOME TIMOTHY P
WELCOME MARY E CAMPBELL
212 WORCESTER ST SUITE A
N GRAFTON, MA 01536

24/ 163/ / /
GARBAUSKAS BERNARD J
GARBAUSKAS MARY F
69 NEPTUNE LANE
SOUTH YARMOUTH, MA 02664

24/ 164/ / /
CABOT ANTONIA R
83 HARVEST CIR
HOLDEN, MA 01520

24/ 165/ / /
KAROL STEVEN P
KAROL DAWN I
80 WHITTIER ROAD
MILTON, MA 02186

24/ 166/ / /
POPA GEORGE
36 SAXON RD
WESTWOOD, MA 02090

24/ 167/ / /
NOLAN ANDREW T
BRYAR ALEXANDRA
53 NEPTUNE LN
SOUTH YARMOUTH, MA 02664

24/ 168/ / /
CHALIFOUX RAOUL A TRS
NEPTUNE LN IRR TRST
2 CRESTVIEW DR APT 41
SPENCER, MA 01562

24/ 169/ / /
GALLAGHER ANDREW J
GALLAGHER KAREN L
9 WALLBRIDGE RD
PAXTON, MA 01612

24/ 170/ / /
PAGE DAVID W
PAGE SHANDY B
58 NEPTUNE LN
SOUTH YARMOUTH, MA 02664

24/ 171/ / /
KAROL STEVEN
C/O KAROL AND KAROL
424 ADAMS ST SUITE 202
MILTON, MA 02186

24/ 172/ / /
CLEGG JOHN F
CLEGG MARIA L
249 CAMBRIDGE RD
WOBURN, MA 01801-5405

24/ 173/ / /
WOODS EILEEN TR
MURRAY HILL TRUST
46 MURRAY HILL RD
CAMBRIDGE, MA 02140

24/ 159/ / /
MOORE MICHAEL A
MOORE SUSAN E
15 LARSON FARM RD
NORTON, MA 02766

24/ 158/ / /
HOCHREIN JOSEPH
SMITH LILY
280 GOLD ST UNIT 1
BOSTON, MA 02127

24/ 157/ / /
ABYSALH JONATHAN
CIOCIOLA ABYSALH KRISTINA M
16 CENTURY MILL RD
BOLTON, MA 01740

24/ 156/ / /
ROJAS ALISSA EDITH STEPHANIE
PO BOX 62
WEST YARMOUTH, MA 02673

24/ 155/ / /
WOLINSKY DAVID
WOLINSKY MARISSA
24 HARVEST LN
HINGHAM, MA 02043

24/ 151/ / /
DEAN PAUL F
26 NAUSET LN
WEST YARMOUTH, MA 02673

24/ 154/ / /
RENZI PHILIP TRS
PHILIP B RENZI LIVING TRUST
121 SYKES RD UNIT 201
SEEKONK, MA 02771

24/ 152/ / /
DETHMERS HEATHER
43 N KINDERKAMACK RD
MONTVALE, NJ 07645

24/ 153/ / /
OSULLIVAN JANICE C
36 PAWNEE RD
WEST YARMOUTH, MA 02673

24/ 76/ / /
OLEARY JOSEPH P TRS
C/O JOSEPH P OLEARY LVNG TRST
19 AIDEN PARK
BRONX, NY 10465

24/ 77/ / /
NYAGOLOV LYUBOMIR
STOUDENKOVA DANIELA
2 & 4 NIAGARA LN
WEST YARMOUTH, MA 02673

24/ 78/ / /
PERRY JOHN D TR
PERRY BARBARA C TR
9 LONGWOOD LN
HANOVER, MA 02339

24/ 79/ / /
KASS BRADLEY S
KASS MAUREEN M
3706 EAST END
SEAFORD, NY 11783

24/ 80/ / /
WILLIAMS ROBERT J
WILLIAMS LISA M
18 NIAGARA LN
WEST YARMOUTH, MA 02673-5030

24/ 81/ / /
DASILVA JANICE
DASILVA JAMES
24 NIAGARA LN
WEST YARMOUTH, MA 02673

24/ 82/ / /
SIKONSKI EDWARD M TRS
DOHERTY MARYELLEN TRS
37 JUNIPER LN
HOLDEN, MA 01520

24/ 83/ / /
OCALLAGHAN ELIZABETH
MCGUINNESS ADELE AND BARRY
32 NIAGARA LN
WEST YARMOUTH, MA 02673

24/ 87/ / /
GOFF STEPHEN J
180 BLACK CAT ROAD
PLYMOUTH, MA 02360

24/ 86/ / /
TIMMERMAN CURTIS
TIMMERMAN MELISSA
66 STONY HILL RD
BROOKFIELD, CT 06804

24/ 84/ / /
MAYNARD MARGARET
91 GLENWOOD DR
WESTFIELD, MA 01085-4920

24/ 85/ / /
MILES NANCY J TR
SELIM REALTY TRUST
139 PILGRIM TRAIL
PLYMOUTH, MA 02360

32/ 92/ / /
MARITIME HERITAGE RESEARCH LABS
16 MACMILLAN WHARF
PROVINCETOWN, MA 02657

32/ 88/ / /
JERRYS ICE CREAM LLC
121 MAYFLOWER TERRACE
SOUTH YARMOUTH, MA 02664

32/ 93/ / /
TOWN OF YARMOUTH
1146 ROUTE 28
SOUTH YARMOUTH, MA 02664-4463

32/ 91/ / /
MANNING GERALD TRS
THE PARKER RIVER REALTY TRUST
121 MAYFLOWER TERR
SOUTH YARMOUTH, MA 02664

32/ 87/ / /
OLD BOG ROAD LLC
121 MAYFLOWER TERRACE
SOUTH YARMOUTH, MA 02664

32/ 89/ / /
CAPTAIN PARKERS 558 LLC
121 MAYFLOWER TERR
SOUTH YARMOUTH, MA 02664

32/ 90/ / /
MIDDLE LAND LLC
121 MAYFLOWER TERR
SOUTH YARMOUTH, MA 02664

32/ 119/ / /
PIER 7 CONDOMINIUM TRUST
C/O R J + R A OSTELLINO TRS
711 ROUTE 28
SOUTH YARMOUTH, MA 02664-5138

32/ 120/ / /
KATZ STEVEN M
99 SULLIVAN RD
WEST YARMOUTH, MA 02673

32/ 116/ / /
NEPTUNE PLACE LLC
PO BOX 1282
SOUTH YARMOUTH, MA 02664

Please use this signature to certify this list of properties
abutting within 300' of the parcel located at:
669 Route 28, West Yarmouth, MA 02673
Assessors Map 32, Lot 122

Andy Machado

Andy Machado, Director of Assessing
March 20, 2026



TOWN OF YARMOUTH
APPLICATION FOR USE OF TOWN-OWNED PROPERTY

Applicant Amanda Lima

Affiliation or Group Yarmouth DPW

Telephone Number 508-398-2231
ext 1253

Mailing Address 74 Town Brook Road
West Yarmouth

Email Address: ALima@yarmouth.ma.us

Town Property to be used (Include specific area): Parker's River Landing- 669 Route 28

Describe Use and purpose: host Coastal Resiliency Fair and grand opening for Parker's River Landing
requesting picnic tables, golf cart, trash barrels, libraries and rec (yard games)

Beginning Date and Time of Event: 5/2/2026 10AM

Ending Date and Time of Event: 5/2/2026 3PM

Date and Time you need Location for Set Up: 5/2/2026 8AM

Total Guests/Participants Expected: 100-500

Will alcohol be served? [] Yes [x] No

Will a fee be charged? [] Yes [x] No

Amount(s): \$

Will an auction or raffle be held? [] Yes [x] No

Will signs/banners be posted? [x] Yes [] No

Will Traffic Control be needed? [x] Yes [] No

Will music/amusement devices be at event? [x] Yes [] No

Will tents be erected? [x] Yes [] No

Will sanitary facilities be provided? [x] Yes [] No

Will food be served or sold? [x] Yes [] No

If Yes to food, please describe where food is being prepared and what is being served
food trucks

IMPORTANT

Certificate of liability insurance must be submitted to cover the event
prior to granting permission for use of Town property.

Action by Town Administrator:

Approved as submitted

Approved with the following condition(s):

Disapproved for the following reasons:

Town Administrator's Signature

Date

COASTAL RESILIENCY FAIR & PARKER'S RIVER LANDING GRAND OPENING - MAY 2, 2026

Department	Comments/Conditions Permits/Inspections Required	Department	Comments/Conditions Permits/Inspections Required
Building	03/09/26 Email - M.Grylls -Permits Required (Signs; Tents) Attended 03/17/2026 Meeting (See notes)	Conservation	
DPW	A.Lima and R.Whitehouse Attended 03/17/2026 Meeting (See notes)	Fire	03/10/2026 Email - M.Bearse -Food trucks will be inspected by Fire Dept. on morning of event Attended 03/17/2026 Meeting (See notes)
Golf		Health	03/10/2026 Email - P.Renaud -Food trucks must be licensed and inspected by Health; Need a plan re: trash removal and restrooms. Attended 03/17/2026 Meeting (See notes)
Historic Commission/ OKH/ HSOY		Library	
Licensing	03/17/2026 Email - A.Harwood -Needs Special Entertainment License Hearing Attended 03/17/2026 Meeting (See notes)	Natural Resources	D.Condon attended 03/17/2026 Meeting (See notes)
Police	03/10/2026 Email - A.O'Malley -No concerns; Should contact E.Forristall to arrange for traffic details Chief Lennon attended 03/17/2026 Mtg. (See notes)	Recreation and Beach	S.Reynolds attended 03/17/2026 Meeting (See notes)
Senior Services		Town Clerk	

MEETING

March 17, 2026, Hearing Room, 2:00 p.m.

Re: Coastal Resiliency Fair and Parker's River Landing Grand Opening

Present: Amanda Lima (DPW/Engineering); Amy Harwood (Administration/Licensing); Barry Lewis (Health); Philip Renaud (Health); Yarmouth Fire Fighter (did not get name); Lieutenant Matthew Barse (Fire); Lori Sullivan (IT/Communications); Chief Kevin Lennon (Police); Mark Grylls (Building); Kathy Williams (Community Development/Planning); David Condon (Natural Resources); Meggan Eldredge (Community Development); Paul Cioffi (IT); Pamela Barnes (Administration); MaryAlice Florio (Administration); Roby Whitehouse (DPW); DPW employee (did not get name)

Notes:

The Coastal Resiliency Fair and Parker's River Landing Grand Opening will be held Saturday, May 2nd from 10 a.m. to 3 p.m.

Under a tent, there will be 100 chairs.

Podium for speakers – still to be identified; trying to get JT Chronicles; radio station for music.

Ceremony will last about one hour.

Ribbon cutting at boardwalk.

Various committees to have tables under tent (i.e., Coastal Resiliency, WRAC, Energy, et.al.)
Promote waterways, shellfish.

Vendors will be located on nine concrete pads.

Food trucks are planned.

Bathroom will be operational.

Hope to arrange children activities through Recreation and Library.

Touch-A-Truck will include trucks, boats, etc. from DNR, Police, Fire, DPW.

Per Chief Lennon: only one police detail should be needed.

Fire detail?

6 flaggers

1 shuttle to go from Seagull Beach with drop off at tent at Parker's River Landing.

Podcast, April 1st; engage residents through website, social media, radio. Add sponsor names to media release.

Photography and video.

Involve Chamber of Commerce.

Kathy Williams sent out invitations to large donors.

Invitations should include officials: representatives; senators (Jullian Cyr; Bill Keating); Governor and/or Lt. Governor.

Expecting 100 to 500 people, as is weather dependent.

Should plan to go before Yarmouth Select Board at one of April meetings (Special Entertainment License).

Cub Scouts volunteering for clean up after event.



TOWN OF YARMOUTH

1146 ROUTE 28, SOUTH YARMOUTH, MASSACHUSETTS 02664-4492
Telephone (508) 398-2231, Ext. 1277, Fax (508) 398-2365

Department of
Community
Development

To: Select Board
Robert Whritenour, Town Administrator
Amy Frigulietti, Assistant Town Administrator

From: Meggan Eldredge, Director of Community Development *ME*

Date: April 2 2026

Re: Parker's River Landing Event Space Policy, License Agreement and Fee Schedule

Attached you will find an updated draft policy for the event space use at Parker's River Landing that incorporates concerns and clarifications that resulted from the Select Board meeting on March 24th. Of particular note is the new section for background information and additional information in the applicability section which now outlines limitations on the number of events that have entertainment licenses for amplified music beyond 8 pm. This inclusion serves as a way of limiting the disturbance to the neighborhood as well as allowing for diversification of event types throughout the year.

Also attached is a template for a License Agreement, which has been provided to Town Counsel for review and comment. Once approved by Town Counsel, it can be used for different types of events, expanding and contracting sections as appropriate.

Lastly, a draft proposed fee schedule is attached for your review and comment. The prior Economic Development Program Manager, Jay Grande was tasked with conducting a broad survey of event venue fee schedules as it relates to our event space at Parker's River Landing.

Mr. Grande found varying approaches to applying a fee structure to events throughout the Commonwealth. Municipalities reviewed include Barnstable, Danvers, Falmouth, Framingham, Gloucester, Oak Bluffs, Salem and Tisbury. Fee structures were generally tied to the size of the event, however other factors such as the type of event, time of year and level of involvement required by town staff impact fee structures from other municipalities. Fees ranged from a low of \$25/day to a high of \$4,000/day.

The event space lends itself to large-scale events that will draw in excess of 350 people and so I do not recommend a tiered fee structure. Requests for events that anticipate less than 350 people should be directed to other town-owned properties, reserving Parker's River Landing for activities that will promote the economic benefits of a public event space.

There is a special revenue fund for Parker's River Landing. Revenue from the use of the park as well as donations and plank sale funds can be deposited into this fund and used for construction, maintenance and operation of the park. As we begin to utilize the park for events, we will analyze how best to disperse the funds for maintenance and operations costs.

I look forward to discussing these matters with you on April 7th.

**TOWN OF YARMOUTH
PARKERS RIVER LANDING EVENT SPACE USE POLICY**

1.0 BACKGROUND

Acquired through eminent domain in 1985, the property now known as Parker's River Landing is located at 669 Route 28 in West Yarmouth. The nature in which the property was acquired restricts its uses to those allowed under Article 97 of the Massachusetts Constitution.

A drive-in theater until 1985, the property was historically used for special events, access to the Parker's River, hosting the Town's shellfish propagation upweller and passive recreation. After a period of non-use, the Town of Yarmouth formed the Drive-In Site Utilization Committee to identify policies and potential future uses for the 22 acres site. This committee worked alongside staff and consultants to develop the concept plans for what is now the revitalized public park.

Restricted to recreational purposes, the park contains walking paths, a raised boardwalk, access to the water, a playground, public restrooms, a parking area and an event space. Events are allowed as an ancillary use to the recreational functions and must adhere to limitations set forth in this policy and any resulting license agreement.

2.0 PURPOSE

The Town of Yarmouth is pleased to welcome a variety of activities to take place at the Event Space at Parker's River Landing at 669 Route 28, West Yarmouth, to encourage use of the park as an event venue, promote the area as a destination, and generate economic benefits by attracting people to the area and to the Town of Yarmouth.

The purpose of the policy is to provide event sponsors with general information and considerations to ensure that any event taking place at the Event Space at Parker's River Landing is successful and enjoyable and meets local regulations while minimizing negative impacts on residents and businesses. The information contained in this policy is intended to provide an initial checklist; however, each event is different, and therefore, all event sponsors must comply with and secure any other permits or permissions required.

Events require forethought and planning to ensure they proceed with minimal issues. This document is subject to revision as policies change or issues arise and should be considered as a guideline only.

3.0 DEFINITIONS

Application - Town of Yarmouth application for use of Town-owned Property. Acceptance of application does not constitute approval for use of Town-owned Property.

Application Fee – Non-refundable payment made to the Town of Yarmouth for the review of an application to use Town-owned Property.

Event – A cultural, educational, religious, social, charitable, or other public or private gathering, program, occasion or activity, including, but not limited to carnivals, festivals, arts and craft fairs, car or boat shows, home or garden shows, sporting events, recreational activities, theatrical productions, or concerts, etc.

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Event Space - Area designated within Parker's River Landing for special events as shown on the attached site plan, including but not limited to designated public parking, dedicated event parking, office space and space at the street for one special event sign as defined for the benefit of promoting the event.

Event Sponsor – The organization or person responsible for all aspects of an Event.

License Agreement – Legal agreement between the Town and the event Sponsor outlining terms and conditions of use of Parkers River Landing Event Space.

License Fee – Payment required for the use of the Event Space outlined in the License Agreement.

Marketing & Promotion – Any advertising in print, television, social media, mailings and other methods of making the public aware of the event.

Municipal Event - An occasion or activity organized and conducted by the Town of Yarmouth. A privately organized event that is sponsored by the Town of Yarmouth is *not* considered a Municipal Event.

4.0 APPLICABILITY

Any organized use of the event space by a private or public entity shall be engaged through the Office of Community Development. The event sponsor is responsible for ensuring that the event complies with this policy and all other applicable town or state licenses, bylaws, ordinances, and codes. Prior written approval by the Select Board or their designee for the use of the Event Space for an organized event is required.

Event applications are thoughtfully considered and spaced appropriately throughout the year to provide consistency with seasonal appropriateness and benefit to the community. Consideration is also given to the neighborhood, ensuring that events are planned in a way that respects local residents and minimizes disruptions.

Events are limited to a maximum of three consecutive days, excluding set up and breakdown. Events requiring an entertainment license for the use of amplified music are limited to the hours of 10 am to 11 pm with strict adherence to the Noise Bylaw.

The number of events with entertainment extending into the hours beyond 8 pm is limited to two per month with a minimum of 14 days between events. Should a scheduled event be delayed due to inclement weather, the time between events can be reduced at the sole discretion of the Select Board or their Designee.

Should a conflict arise where two event sponsors are requesting the same time or close enough to another permitted event that is deemed similar, every effort will be made to offer alternative space. However, the Select Board or their designee reserves the right to decide which elements of the competing events are considered to have higher value.

5.0 REVIEW AND APPROVAL

An application for use is required for all events requesting use of Parkers River Landing Event Space. The Community Development staff is available to assist with pre-application questions regarding applicability and availability of the space. If warranted, a pre-application meeting with key departments and divisions will be coordinated by the Community Development Department to provide initial feedback and guidance. Whenever possible, it is advised that event planning

begins *at least* 6 months prior to the actual event date to allow sufficient time to ensure the application submittal to the town and license agreement between the town and Event Sponsor are complete.

Event Sponsors requesting to use the Event Space are required to fill out the Application for Use of Town-owned Property available at the Town Hall (and online at www.yarmouth.ma.us). Applications for use of the site must be submitted to the Town designee *a minimum* of ninety (90) days prior to the date of the requested event.

On the provided scaled drawing of the Parker's River Landing Site, Event Sponsors shall show the proposed locations of all event components such as, but not limited to, stage, vendors, food trucks, tents, entertainment activities, temporary utilities for electrical and fuel (i.e. propane tanks), vehicular access/egress, pedestrian routes, sanitary facilities, trash receptacles, and parking. The completed Site drawing shall be submitted concurrently with the Application and Application fee. *Note that the event space does not include exclusive use of the entire site; public parking for site amenities such as the kayak launch and walking trails must remain accessible to the public for the duration of the event.*

Application submittals shall be reviewed by the Community Development Director, and an event review meeting shall be required to obtain feedback from various town departments to finalize local permit requirements and License Agreement terms and conditions. Staff review meetings shall be coordinated by the Community Development Department and will include representatives from Police, Fire, Health, Building, Licensing, Natural Resources, Conservation and the Department of Public Works. Once staff determines the application to be complete it will be reviewed by the Select Board or their designee on a first-come, first-served basis. The Select Board or their designee reserves the right to reject any and all requests.

The Community Development Office will send a letter to the Applicant after the Select Board or their designee approves, approves with conditions, or denies their application. As a condition of approving any application, the Town, at its sole discretion, may impose additional conditions as it determines are reasonably necessary to protect the interests of the Town.

Marketing & Promotion – It is the responsibility of the Event Sponsor to market and promote their event. Coordination with the Town of Yarmouth's Communication Department and Chamber of Commerce are highly encouraged to provide the best possible outcomes of attendance and success.

6.0 LICENSE FEE

The required License Fee for use of the event space is payable within 30 days from the date of Application Approval. The License Fee shall be for use of the specified area of Parker's River Landing for the Event, including event setup and event breakdown. The Town reserves the right to impose additional fees as outlined on the Fee Schedule.

7.0 LICENSE AGREEMENT REQUIREMENTS

The Town of Yarmouth is dedicated to climate resiliency, environmental protection, and adhering to all local, state and federal regulations to ensure safe and respectful use of the Event Space through the execution of a License Agreement. The development of a License Agreement will include provisions applicable to the type and scale of the event. The License Agreement shall address typical issues to ensure appropriate event management measures are in place. Requirements may include, but not limited to, the following:

- 7.1 Traffic Management Plan coordinated with the Yarmouth Police Department that outlines traffic movements, parking, ride-share pick-up/drop off, directional signs, police officer details, etc.
- 7.2 Emergency Response Plan coordinated with the Yarmouth Police and Fire Departments
- 7.3 Recycling and Refuse Management Plan
- 7.4 Mobilization and Demobilization Plan to minimize site disturbance and impacts to the neighborhood
- 7.5 Noise Mitigation plan limiting sound levels to a maximum of 90dBA at 100 feet from stage are to reduce noise impacts.
- 7.6 Licensing and Permitting requirements for specific activities such as alcohol sales and consumption, entertainment, food service, tents, signs, amusement devices, etc.

The License Agreement between the Town and the Event Sponsor shall also detail the responsibilities of each party. Provisions to ensure that the Event Sponsor will indemnify, hold harmless, and defend the Town, provide adequate insurance coverages for the duration of the agreement, and ensure general compliance with the law are required within the agreement. The Town will develop an individual License agreement specific to each event.

8.0 INDEMNIFICATION

The Town of Yarmouth assumes no liability for either injuries to persons who are on town premises or damage to any equipment or property. The Event Sponsor shall be required to agree to indemnification terms outlined in the License Agreement including waiving any and all claims against the Town of Yarmouth, its officials, employees and/or agents for any injury, accident, illness, expense or claim of damage of any kind, whether to persons or to property which may occur as a result of use of the Event Space.

9.0 INSURANCE

The Event Sponsor shall keep the event insured with a minimum liability coverage of \$1 million per claim and \$3 million in the aggregate. If applicable, the Event Sponsor shall have Professional Liability Insurance with a minimum of the listed amounts.

(a) Comprehensive commercial general liability insurance with limits of at least \$1 million per occurrence and \$3 million annual aggregate for property damage and \$1 million per person and \$3 million per occurrence for bodily injury, which shall include the Town of Yarmouth as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Sponsor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.

(b) Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 million per accident.

All policies shall identify the Town as an additional insured (except Workers' Compensation and Professional Liability). The Event Sponsor shall notify the Town immediately upon the cancellation or amendment to any policy. Certificates evidencing all such coverage shall be

provided to the Town upon approval and prior to the event, and upon the renewal of any such coverage. Additional insurance requirements may be included in the License Agreement.

Applications for Municipal Events shall not require a separate Certificate of Insurance provided that the Town of Yarmouth is the event sponsor.

10.0 SECURITY DEPOSIT

The Event Sponsor is responsible for containing all of its members and related persons within the areas assigned as well as leaving the Event Space and restroom facilities in the condition in which they were found. A security deposit shall be required for events that span multiple dates. A post-event site inspection shall occur after each event date, and an additional security deposit may be required. For other events of shorter duration, the Town may request a reasonable security deposit to be determined on a case-by-case basis to ensure compliance with the terms hereof. In determining whether to require a security deposit, the Town shall consider the following:

- a. The level of responsibility demonstrated by the Event Sponsor in the past with respect to rental/use of municipal facilities,
- b. Whether the Event is sponsored by the Town,
- c. The facility is being reserved with consideration being given to its condition,
- d. The length of time that the Event Sponsor has been in existence, and
- e. The nature and duration of the activity to be conducted on-site.

If a security deposit is required, and the user of the site causes damage to the same, all or part of the security deposit shall be forfeited to the Town. If the cost of repair exceeds the amount of the security deposit, the Event Sponsor shall be responsible for the balance and forthwith pay the same upon presentation of a bill for such damage by the Town. Damage to the site or unlawful or improper use of the same by an Event Sponsor may eliminate or limit the Event Sponsor's ability to obtain site usage permits in the future and/or may result in increased security deposits for future site utilization.

A post-event inspection of the site shall be conducted in the presence of a representative of the Town no later than three (3) business days after the event concludes. If the site is not damaged by the Event Sponsor and remains in good condition, the security deposit shall be returned. Refunds of security deposits will be processed as soon as practical.

11.0 OTHER TERMS AND CONDITIONS

The Event Sponsor shall reimburse the Town for the cost of all Town services requested by the Event Sponsor or required by the Town as a condition of approval. The cost of services shall include, but not be limited to, any equipment charges, utilities charges, and staff salaries for the event.

Event Sponsors shall acquire, at their own expense, all necessary permits and licenses for the event. This includes, but is not limited to, any necessary permits and licenses from the Yarmouth Health Department, Police Department, Fire Department, Building Department, Department of Public Works, Yarmouth Conservation Commission, and Select Board for Alcohol and Entertainment Licenses.

The Event Sponsor, or their representative(s), shall be responsible for inspecting the fields and attendant structures prior to their use to ensure that they are in a safe condition and ready for use. Concerns about safety conditions should be promptly reported to the Department of Public Works.

No person shall possess or consume any alcoholic beverages as defined by G.L. c. 138, § 1, as amended, within the limits of the site without proper licensing.

Designated pedestrian routes and bike accommodations shall be defined as needed.

The person signing on behalf of the Event Sponsor represents and warrants that he/she has the authority to enter into this agreement on behalf of said Event Sponsor.

Parking shall be in approved, designated areas away from the Parker's River and upweller, and shall not impact entrance/egress to the site for town staff such as public health, safety, and emergency personnel.

12.0 LIMITATIONS AND RESTRICTIONS

Events shall not exceed three (3) consecutive days in length, exclusive of event setup and event breakdown. Actual calendar days and hours shall be as specified in the approved License Agreement.

Except as provided for in the License Agreement, the Town shall not be responsible for providing any user of the site with any equipment. Any such equipment provided by the user shall be in safe condition, proper working order, and shall be used in a manner consistent with the manufacturer's suggested use/recommendations. Event Sponsors shall be responsible for staffing and equipment, as necessary, to safely conduct an event at the site, including, but not limited to, generators, lighting, sanitary facilities, police details, fire department/EMT personnel, safety equipment, and first aid station(s).

In emergency circumstances, use of the site may be suspended, including but not limited to emergency maintenance by the Town, its servants, agents, or employees. The Town has discretionary authority to postpone or cancel any and all events under such circumstances to ensure the safety of the public, including participants.

Permits may be revoked if an Event Sponsor does not abide by the aforementioned limitations and restrictions or if the grounds are damaged through its actions or inaction. Event Sponsors with revoked permits may be denied future permits for the site.

13.0 SEVERABILITY

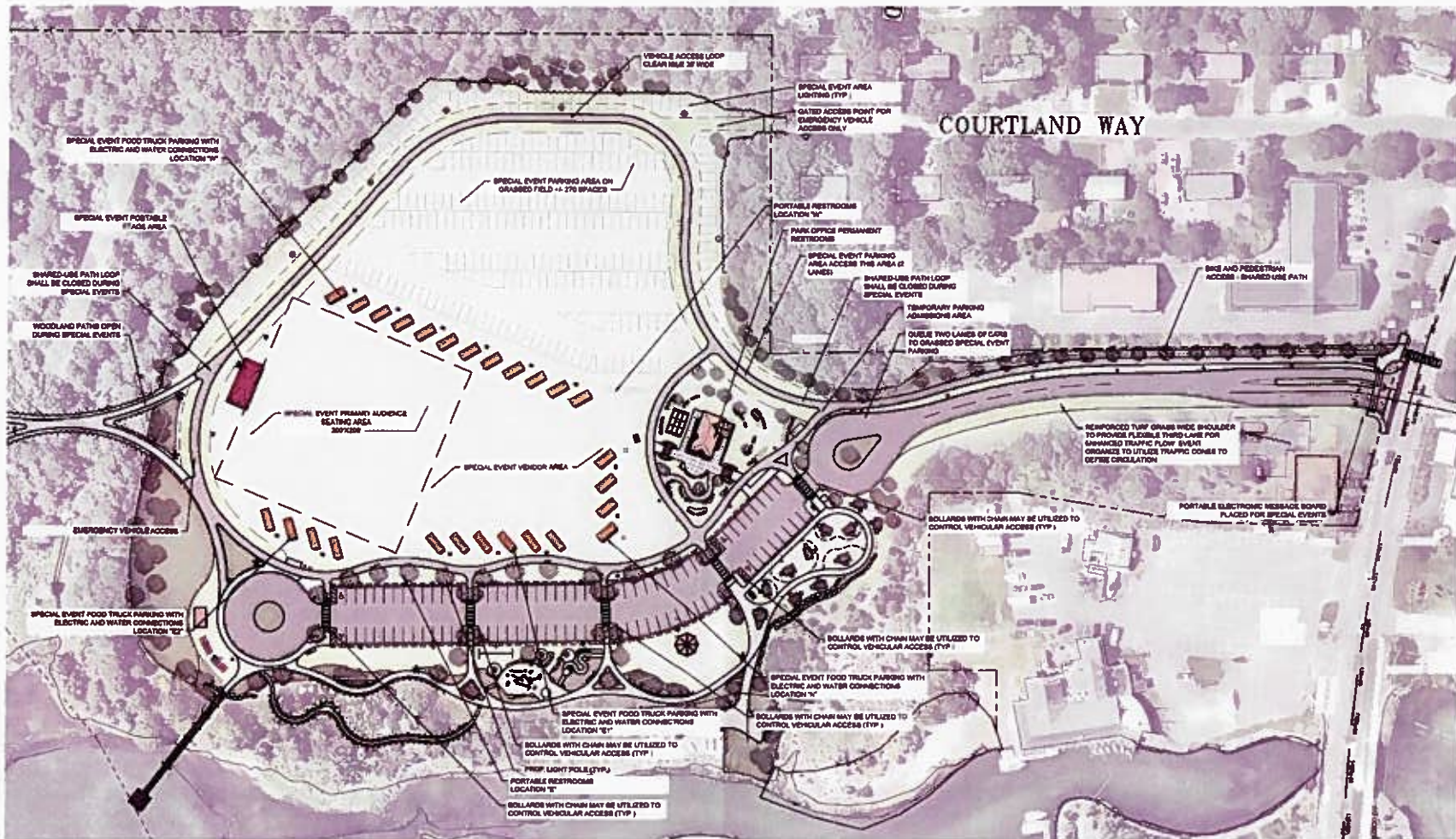
The provisions set forth in this Policy are severable, and in the event that any provision or part thereof is deemed invalid, the remaining provisions shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law.

Should the event sponsor find it necessary to cancel or postpone the event, before the decision is made, a twelve-hour notice will first be given to the Town Administrator's office before it is announced to the public.

Parker's River Landing - Site Plan



EXAMPLE -Event Space Operations Layout



EXAMPLE OF SITE LAYOUT FOR LARGE EVENT



BETA

**PARKERS RIVER LANDING EVENT SPACE
LICENSE AGREEMENT**

This License Agreement (the "License") is entered into on this ____ day of _____, 2026, by and between the Town of Yarmouth (the "Town"), a Massachusetts municipal corporation acting by and through its Select Board, with its principal place of business located at 1146 Route 29, South Yarmouth, MA 02664, Massachusetts 02770, and [NAME] (the "Licensee"), with its principal place of business located at [ADDRESS] (each, a "Party" and, together, the "Parties").

WHEREAS, the Town is the owner of certain real property located at 669 Route 28, Yarmouth, MA, 02664 shown as Parcel 122 on Assessor's Map 32 (the "Property"), which is colloquially referred to as Parkers River Landing.

WHEREAS, the Licensee has requested that the Town grant it a license to use the Property for the purposes of [DESCRIBE EVENT] (the "Event"); and

WHEREAS, for good and valuable consideration, the Town is willing to allow the Licensee the right to use a portion of the Property to hold the Event on the terms and conditions set forth herein.

Now, therefore, for good and valuable consideration, the Parties agree as follows:

1. **USE, PURPOSE, TERM.** The Town hereby grants the Licensee the non-exclusive right to use the portion of the Property depicted in the mutually agreed site plan attached as Exhibit A (the "Licensed Premises"), from [DATES] (the "Term"), between the hours of [TIME] and [TIME], solely for the purpose of holding the Event and any ancillary and related activities, including, without limitation, setup, breakdown, maintenance, and permitted use of structures (the "Permitted Uses"), subject to the termination provisions contained in Section 7 below. The Term of the License may be extended by the Town in its sole discretion by a written Agreement signed by the Parties. A detailed description of the Permitted Uses is attached as Exhibit B and incorporated herein.
2. **CONSIDERATION.** In consideration for using the Licensed Premises, the Licensee shall pay \$\$\$\$\$\$ and shall be solely responsible for all costs associated with fencing, utilities, event setup, maintenance, security, including, without limitation, police details, EMT services, and sanitation as further described in Exhibit B. The Licensee accepts all risk of loss to its personnel, guests, and property. The Licensee will be responsible for reimbursing the Town for the cost of all required utilities within 30 days of receipt of the invoice for the same.
3. **SECURITY DEPOSIT.** The Licensee is required to provide a security deposit in the amount of \$\$\$\$\$\$ to ensure compliance with the terms hereof. If the Licensee causes damage to the Licensed Area or fails to restore the same, as aforesaid, all or part of the security deposit shall be forfeited to the Town. If the cost of repair exceeds the amount of the security deposit, the Licensee shall be responsible for the balance and forthwith pay the same upon presentation of a bill for such damage by the Town.

The Town will conduct a post-event inspection of the Licensed Premises no later than three (3) business days after the Event concludes. If the Licensed Premises has not been damaged as a result of the Event and remains in good condition, the security deposit will be returned to the Licensee following an inspection by the Department of Public Works. Such security deposit refunds of security deposits will be processed as soon as practicable.

4. **RISK OF LOSS**. The Licensee agrees that it shall use and occupy the Property at its own risk and the Town shall not be liable for any claim, liability, injury, loss, cause of action or damage to vehicles, equipment or other personal property of the Licensee, its invitees, residents, agents, officers or employees, which may be lost, stolen, damaged or destroyed on the Property.

The Licensee acknowledges and agrees that it accepts the Licensed Premises in "AS IS" condition for the License Purpose, and that the Town has made no representation or warrant regarding the fitness of the Licensed Premises. The Licensee agrees that it shall use and occupy the Licensed Premises at its own risk, and the Town shall not be liable to Licensee for any injury or death to persons entering the Licensed Premises pursuant to the License, or loss or damage to vehicles, equipment or other personal property of any nature whatsoever of the Licensee, or of anyone claiming by or through the Licensee, its invitees, residents, agents, officers or employees that are brought upon the Property and the Licensed Premises pursuant to this License unless caused by the negligence or willful misconduct of the Town.

The provisions of this Section shall survive the expiration or termination of this License.

5. **CONDUCT**. During the exercise of the rights hereby granted, the Licensee shall, at all times, conduct itself so as not to unreasonably interfere with the Town's ability to serve its residents and the public, and observe and obey all applicable local, state, and federal laws, statutes, ordinances, regulations, policies, and permitting or licensing requirements. The Town reserves the right to enter upon the Licensed Premises at any time and from time to time for the purpose of ensuring compliance with the terms of this License. The Licensee shall be solely responsible for any and all costs and expenses associated with the exercise of its rights under this License. The Licensee shall be responsible for correcting any damage caused to the Licensed Premises arising from or related to the use of the Licensed Premises by the Licensee or by its agents, employees, contractors, or invitees.

The Licensee shall procure all necessary permits before engaging in the Permitted Uses and shall obtain the approvals called for by such permits prior to doing so, and in accordance with the requirements of insurers. The Licensee shall, at all times, comply with all applicable local, state, and federal rules, regulations, statutes, ordinances, by-laws, and policies. The Town shall not, under any circumstances, be liable for the payment of any expenses it incurs as a result of the Event or the Licensee engaging in the Permitted Uses.

The provisions of this Section shall survive the expiration or termination of this License.

5. **DEMNIFICATION.** The Licensee shall indemnify, defend, and hold harmless the Town, its employees, board and committee members, volunteers, agents, and assigns from any and all liability, damages, claims, losses, and expenses (including reasonable attorney's fees) arising from or relating to Licensee's use of the Licensed Premises, including but not limited to: (1) failure to comply with any term of this License; and (2) any death, injury, or property damage arising from the acts or omissions of Licensee or its personnel. The Town shall not be liable to Licensee or its residents, employees, agents, representatives, guests, invitees, and/or anyone claiming by, through or under Licensee (collectively, with the Licensee, the "Licensee Parties"), for injury or death to persons on or around the Town Property or loss or damage to any and vehicles, equipment or other property that are brought upon the Licensed Premises pursuant to the License, except if such injury, death, loss or damages is caused directly by the gross negligence or willful misconduct of the Town, or its employees, agents and/or representatives. The provisions of this Section shall survive the expiration or termination of this License.

6. **INSURANCE.** The Licensee shall maintain the following insurance:

The Licensee shall maintain public liability insurance, including coverage for bodily injury, wrongful death and property damage, in the minimum amount set forth herein to support the obligations of Licensee under the terms and conditions of this License to defend, indemnify, and hold harmless the Town: General Liability: \$1,000,000.00/occurrence, \$3,000,000.00/aggregate; Bodily Injury Liability: \$1,000,000.00/occurrence, \$3,000,000.00 aggregate. The Licensee shall also maintain workers' compensation insurance, if and as required by law.

Prior to entering the Licensed Premises for any reason, the Licensee shall provide the Town with a copy of such insurance policy in each case indicating the Town is an additional insured on the policy (except for Workers Compensation) and showing compliance with the foregoing provisions. The insurance coverage required hereunder shall be issued by insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best's rating of A or better. The Licensee shall require the insurer to give at least thirty (30) days' written notice of termination, reduction or cancellation of the policy to the Town. Licensee's obligations to the Town hereunder shall not be limited to the insurance required hereunder.

To the extent possible, Licensee shall obtain, for each policy of insurance secured by it, provisions permitting waiver of any claims against the Town for loss or damage within the scope of the insurance, and Licensee, for itself and its insurers, waives all claims against the Town as to such claims covered by such insurance.

6. **TERMINATION.** This License may be terminated by either Party upon 30 days' written notice. The Town may also terminate immediately for material breach, including failure to maintain insurance, or any activity causing property damage, injury, or substantial interference with use of Town Property. Immediately upon termination or expiration, the Licensee shall remove all personal property and restore the Licensed Premises and the

Property to their prior condition. Property that is not removed within 72 hours of termination shall be deemed abandoned.

7. NOTICE. All notices shall be in writing and deemed delivered upon hand delivery, certified mail, overnight courier, or electronic mail with confirmation of receipt, sent to the addresses of the parties as stated above or as otherwise updated.
8. MISCELLANEOUS.
 - (a) Entire Agreement: This License Agreement and the attachments hereto constitute the entire Agreement between the Parties.
 - (b) Amendments: No modification shall be valid unless in writing and signed by both Parties.
 - (c) Estate Not Created: This License does not create a lease or estate in land.
 - (d) No Authority to Bind: Licensee shall not bind or commit the Town in any manner.
 - (e) No Assignment: This License is not assignable without the Town's written consent.
 - (f) Town Access: The Town may access the Licensed Premises for inspection or other purposes, provided it does not materially interfere with Licensee's scheduled events.
 - (g) Severability: If any term is held invalid, the remainder of the Agreement remains in effect.
 - (h) Captions: Headings are for reference only.
 - (i) Survival: Indemnification and restoration obligations shall survive termination.
 - (j) Governing Law: This License shall be governed by and construed in accordance with Massachusetts law.

The Parties hereto have caused this License Agreement to be executed on this _____ day of _____, 2026.

TOWN OF YARMOUTH, by its Select Board

Tracy Post, Chair

Mark Forest

Dorcas McGurrin

Joyce Flynn

Liz Argo

LICENSEE: [NAME]

By: _____

Printed Name/Title

EXHIBIT A

EXHIBIT B

DRAFT

Management & Maintenance of Parks



Selectboard Goal

Develop additional recreational
facilities and sites

Park Division Mission



- Park Division enhances Yarmouth's sense of community through the delivery of safe, healthy, accessible, quality, year-round leisure-time experiences, in addition to preserving and improving its parks and resources.

Department of Public Works - Parks



- Parks Division duties
 - setting up fields for sporting events, leagues, and maintaining sports facilities
 - maintain the grounds of all town buildings
 - trash removal and litter control at all Town buildings, parks, and beaches
 - manages beach operations, including parking, cleaning and grooming beaches, litter control, daily restroom maintenance, collection of daily beach fees

Recent Park Facilities Additions

4

- Sandy Pond Splash Pad
- Parkers River Landing
- Updated Chase Brook Park
- Cape Cod Rail Trail extension

Department of Public Works - Parks

5

- Building & Grounds
 - 17 Major Buildings maintained
 - 26+ Parks/Beaches maintained
 - 7 Active Cemeteries maintained

Department of Public Works - Parks

7

- Major Park Facilities
 - Sandy Pond Pond Recreation Area
 - Peter Homer Park
 - Flax Pond Recreation Area
 - Long Pond/Wings Grove
 - Smugglers Beach
 - Seagull Beach
 - Parkers River Beach
 - Gray's Beach
 - Fred Thatcher Playground

DPW – Facilities (Fund #192)

8

Budget Overview

FY 2025 **FY 2026** **FY 2027**

Actual

Budget

Proposed

Wages

\$177,186

\$221,800

\$232,364

Expenses

\$200,557

\$227,341

\$247,341

Total

\$377,744

\$449,141

\$479,705

DPW – Facilities (Fund #192)

9

Changes in the budget:

Wages:

- Contractual wage adjustments

Expenses:

- Some minor increases

DPW – Cemetery (Fund #491)

10

Budget Overview

FY 2025 **FY 2026** **FY 2027**

Actual

Budget

Proposed

Wages	\$ 124,343	\$128,484	\$132,044
Expenses	\$ 19,798	\$ 37,574	\$ 37,574
Total	\$144,140	\$166,058	\$169,618

DPW – Cemetery (Fund #491)

11

Changes in the budget:

Wages:

- Contractual wage increases

Expenses:

- None

DPW – Park (Fund #650)

12

Budget Overview

FY 2025 **FY 2026** **FY 2027**

Actual

Budget

Proposed

Wages	\$521,347	\$594,529	\$613,498
Expenses	\$189,753	\$209,103	\$243,856
Total	\$711,100	\$803,632	\$857,354

DPW – Park (Fund #650)

13

Changes in the budget:

Wages:

- Contractual wage increases

Expenses:

- Some increases

Department of Public Works

14

Challenges Management of Parks:

- Creation of additional recreation facilities
- Additional recreation facilities operation costs
- Increasing parks maintenance costs
- Increasing facility maintenance costs

Department of Public Works

15

Recommendations to consider for addressing future challenges:

- Add Building & Grounds Superintendent – FY2027
- Additional Park/Facility staff
- Increase Parks Maintenance budget
- Increase Facility Maintenance budget

Department of Public Works

16

Thank you

Questions?



TOWN OF YARMOUTH

1146 ROUTE 28, SOUTH YARMOUTH, MASSACHUSETTS 02664-24451
Telephone (508) 398-2231, Fax (508) 398-2365

Department of
Community
Development

DRAFT-4.1.2026

PARKER'S RIVER LANDING EVENT SPACE FEE SCHEDULE

FEE TYPE	NON-PROFIT	FOR PROFIT
APPLICATION FOR USE OF TOWN-OWNED PROPERTY*	\$50.00	\$100.00
LICENSE FEE (MAY-OCTOBER)**	\$900.00/DAY	\$1,800/DAY
LICENSE FEE (NOVEMBER-APRIL)**	\$450.00/DAY	\$900.00/DAY
RESERVATION DEPOSIT*	\$100.00	\$100.00
SECURITY DEPOSIT***	\$250.00	\$250.00

*Application fee and Reservation deposit are non-refundable

**License Fee payable within 30 days of executed License Agreement

***Security Deposit required for multi-day events. One day events may be required to supply a security deposit based upon review of the application.



TOWN OF YARMOUTH

1146 ROUTE 28, SOUTH YARMOUTH, MASSACHUSETTS 02664-2445
Telephone (508) 398-2231, ext. 1271, Fax (508) 398-2365

SELECT BOARD
Tracy Post, Chair
Dorcas McGurrin
Mark Forest
Joyce Flynn
Elizabeth Argo

TOWN ADMINISTRATOR
Robert L. Whritenour, Jr.
ASST. TOWN ADMINISTRATOR
Amy M. Frigulietti

April 7, 2026

The Honorable Ronald Mariano
Speaker of the House of Representatives
State House, Room 56
Boston, MA 02133

The Honorable Karen E. Spilka
President of the Senate
State House, Room 309
Boston, MA 02133

RE: Legislature Audit

Dear Speaker Mariano and Senate President Spilka,

The Select Board of the Town of Yarmouth expresses our strong support for implementing Question 1 from the November 2024 ballot. Yarmouth voters approved Question 1 by 65.7%, just as voters statewide approved by 71.4% to authorize the State Auditor to audit the Massachusetts Legislature.

The Legislature remains the only state entity that does not permit oversight by the State Auditor's Office. While legislative leaders have claimed that internal audits conducted by a privately procured vendor are sufficient, the voters of Massachusetts have clearly expressed their desire for independent review. At a time when the Massachusetts Legislature ranks among the least transparent in the nation and is one of only four state legislatures exempt from public record laws, independent auditing is essential.

Government entities that self-regulate pose risks of self-interest and reduced accountability to voters. Implementing this audit would enhance government transparency, accountability, and fiscal responsibility. The Massachusetts Legislature should not be exempt from independent oversight, especially regarding the use of taxpayer funds.

We urge you to take the necessary steps to honor the will of the voters and allow the State Auditor's Office to proceed with this audit.

Sincerely,
The Select Board of the Town of Yarmouth

Tracy Post, Chair

Dorcas McGurrin, Vice Chairman

Mark Forest

Joyce Flynn

Liz Argo

**BOARD
AND
COMMITTEE
ACTIONS**

Select Board



TOWN OF YARMOUTH

Zoning Board
of Appeals

1146 ROUTE 28, SOUTH YARMOUTH, MASSACHUSETTS 02664-24451
Telephone (508) 398-2231, Fax (508) 398-2365

March 27, 2026

ATTN: Select Board
Town of Yarmouth
1146 Route 28
South Yarmouth, MA 02664

Dear Select Board:

Regretfully, I write to advise that I must resign my position on the Zoning Board of Appeals, effective June 30, 2026.

It has been an honor to serve on the ZBA while residing in Yarmouth, and I am grateful for the opportunity to contribute to the community.

Due to a planned relocation to Florida, I must step down from my role. I appreciate the support and collaboration I have experienced during my tenure.

Thank you again for the opportunity to serve.

Sincerely,

John Mantoni

Select Board

Dear Ms. Argo,

I am writing to formally resign from my position on the Library Building Committee effective February 6th, 2016. I am grateful for the chance to have served on this wonderful committee and to have contributed to its work. It has been a valuable experience for me and I cherish it deeply. Unfortunately, due to my academic and professional commitments, I am no longer able to continue serving on the committee. I am truly grateful for this opportunity I was given to be part of such a great project for our beautiful town!

I wish you, the Town and the committee continued success with the project moving forward!

Thank you for everything!

Best regards

Vasiliki (Vicky) John Giannetos

TO: SELECT BOARD

FROM: Joyce Flynn
Appointments Chairman



SUBJECT: Town Library Board - Appointment

DATE: April 2, 2026

OPENINGS: 1 regular position (3-year, unexpired term to run through February, 2027)

Number of Interviewers:

___1___ Select Board member

___1___ Commission/Committee Members

Numerical Evaluation of Candidates

****Maximum Score = 20****

APPLICANT	COMMISSION RATING	SELECTMEN RATING	AVG. RATING
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Beverly Mullen

RECOMMENDATION To appoint Ms. Mullen as a regular member of the Town Library Board. This appointment is for a three-year, unexpired term to run through February 2027.

Beverly loves libraries and wants "to have a role in promoting all the ways modern libraries serve the community, as well as enduring access to high quality resources, technology and education for all Yarmouth residents." An electrical engineer by training, Beverly worked as a systems engineer for more than a decade and a half before shifting her focus to instructional technology, earning an M.S. in Instructional Technology to work as a School Library Media Specialist. Her past volunteer work includes stints as a Girl Scout leader, a PTSA president, and as a volunteer for Cape Cod Museum of Natural History, Association to Preserve Cape Cod, Mass. Audubon, and the New England Coastal Wildlife Alliance.

✓
Dr. George Bovino
Yarmouth Town Library Board Chairperson
41 Sunset Drive, South Yarmouth, MA

To Yarmouth Town Select Board

Members of the Select Board,

As Chairperson of the Town Library Board I have reviewed the Talent Bank form completed by Mrs. Beverly Mullen. In addition I have met with her to discuss the role of the Library Board and the responsibilities of a board member. Based upon the information provided on the Talent Bank form and my discussion with Beverly I believe she will be an excellent Library Board member.

Therefore, may I respectfully ask that you appoint Mrs. Beverly Mullen as a member of the Yarmouth Town Library Board. Thank you in advance for your consideration of this request. I have attached a copy of her Talent Bank form for your review.

Sincerely,

A handwritten signature in black ink, appearing to read "George Bovino". The signature is fluid and cursive, with a large initial "G" and "B".

George Bovino Ed.D
Library Board Chairperson

Barnes, Pam

From: noreply@civicplus.com
Sent: Tuesday, March 3, 2026 3:43 PM
To: Barnes, Pam
Subject: Online Form Submittal: Interested in joining a Committee, Commission or Board?

Attention!: This email originates outside of the organization. Do not open attachments or click links unless you are sure this email is from a known sender and you know the content is safe. Call the sender to verify if unsure. Otherwise delete this email.

Interested in joining a Committee, Commission or Board?

You must be a Yarmouth resident registered to vote in Yarmouth to apply for membership on any committee.

The Select Board would like your experience and expertise to serve on a committee, board or special study group. Please complete this form to enter your information into our database. You may also call 508-398-2231, Ext. 1270, with any questions.

Contact Information

First Name: Beverly
Last Name: Mullen
Street Address 1:
Street Address 2: *Field not completed.*
City/Town: South Yarmouth
State: MA
ZIP: 02664
Phone Number:
Email:
Residency: Full-time

I Am Interested In
Serving On The
Following Board(s)

Library Board

Please enter more detailed information about yourself

Work Experience/Occupation: School Library Media Specialist, Montgomery County Public Schools, Maryland 2005-2020
School Library Media Assistant, 2001-2005
Systems Engineer (General DataComm, MA-COM/DCC, Digital Equipment Corporation) 1980-1997

Educational Studies: MS Instructional Technology-School Library Media, Towson University 2005
BS Electrical Engineering, Boston University, 1980

Community Service Record: Volunteer at Cape Cod Museum of Natural History, Association to Preserve Cape Cod, Mass Audubon, New England Coastal Wildlife Alliance
Board member, Blue Rock Heights Association
Past experiences include Girl Scout leader, PTSA president, High School Band Boosters president

Personal History: (Optional) *Field not completed.*

State briefly why you are interested in serving the Town in the area(s) of government indicated: I love libraries, and want to have a role in promoting all the ways modern libraries serve the community, as well as ensuring access to high quality resources, technology and education for all Yarmouth residents

Email not displaying correctly? [View it in your browser.](#)



3/19/2026 Library Bd. - emailed about 3/24 intv.
3/23/2026 " " confirmed 4pm intv. on 3/24.

TO: SELECT BOARD

**FROM: Joyce Flynn
Appointments Chairman**



SUBJECT: Design Review Committee - Reappointments

DATE: March 31, 2026

OPENINGS: 2 regular positions (3-year term to run through March 2029)

Number of Interviewers:

_____ **Select Board member**

_____ **Commission/Committee Members**

**Numerical Evaluation of Candidates
Maximum Score = 20**


APPLICANT	COMMISSION RATING	SELECTMEN RATING	AVG. RATING
------------------	------------------------------	-----------------------------	------------------------

Sara Porter
Dick Martin

RECOMMENDATION To reappoint Ms. Porter and Mr. Martin as regular members of the Design Review Committee. These appointments are for a three-year term to run through March 2029.

TO: SELECT BOARD

FROM: Joyce Flynn
Appointments Chairman



SUBJECT: Cape Cod Commission TOY representative
Reappointment

DATE: March 31, 2026

OPENINGS: 1 regular representative position (3-year term to run
through April 24, 2029)

Number of Interviewers:

_____ Select Board member

_____ Commission/Committee Members

Numerical Evaluation of Candidates

****Maximum Score = 20****

APPLICANT	COMMISSION RATING	SELECTMEN RATING	AVG. RATING
------------------	------------------------------	-----------------------------	------------------------

Dennis Prebensen

RECOMMENDATION To reappoint Mr. Prebensen as the Town of Yarmouth's representative of the Cape Cod Commission. This is for a three-year term to run through April 24, 2029.

3225 MAIN STREET • P.O. BOX 226
BARNSTABLE, MASSACHUSETTS 02630



CAPE COD
COMMISSION

(508) 362-3828 • Fax (508) 362-3136 • www.capecodcommission.org

March 19, 2026

Board of Selectmen
Town of Yarmouth
c/o Town Admin's Office
1146 Route 28
South Yarmouth, MA 02664

RE: Yarmouth Representative to the Cape Cod Commission

Dear Board of Selectmen:

As you know, towns are requested to appoint a representative to the Cape Cod Commission for a term of three years. After reviewing our records, we noted that your town's appointment is due to expire on April 24, 2026.

Your current member, Dennis Prebensen has expressed his interest in continuing to serve as the Yarmouth Representative to the Cape Cod Commission for another term. Therefore, at this time, I would ask your Board to consider reappointing Mr. Prebensen or make a new appointment, for the **three-year term effective April 25, 2026 through April 24, 2029**. According to legislation, all appointments are for three years, and all members must be residents and registered voters in Barnstable County.

As you consider your appointment for this position, please know that I am available at your convenience to discuss this with you. Enclosed for your review are the *"Roles and Responsibilities of Cape Cod Commission Members."*

Please forward all appointment letters to Lisa Dillon at the Cape Cod Commission office at the address above. Thank you for your prompt attention to this matter.

Sincerely,


Thomas Wilson, Chairman

Enclosure

cc: Dennis Prebensen, Yarmouth Representative
Lisa Dillon, Commission Clerk

TO: SELECT BOARD

FROM: Joyce Flynn
Appointments Chairman



SUBJECT: Recycling and Solid Waste Advisory Committee
Reappointment

DATE: March 31, 2026

OPENINGS: 1 regular position (3-year term to run through
February, 2029)

Number of Interviewers:

_____ **Select Board member**

_____ **Commission/Committee Members**

Numerical Evaluation of Candidates

****Maximum Score = 20****

APPLICANT	COMMISSION RATING	SELECTMEN RATING	AVG. RATING
------------------	------------------------------	-----------------------------	------------------------

Hal Burlingame

RECOMMENDATION To reappoint Mr. Burlingame as a regular member of the Recycling and Solid Waste Advisory Committee. This is for a three-year term to run through February 2029.

TO: SELECT BOARD

FROM: Joyce Flynn
Appointments Chairman



SUBJECT: Waterways/Shellfish Advisory Committee -
Reappointment

DATE: April 1, 2026

OPENINGS: 1 regular position (3-year term to run through May 2029)

Number of Interviewers:

___ 1 ___ Select Board member

_____ Commission/Committee Members

Numerical Evaluation of Candidates

****Maximum Score = 20****

APPLICANT	COMMISSION RATING	SELECTMEN RATING	AVG. RATING
------------------	------------------------------	-----------------------------	------------------------

Julian Mallett

RECOMMENDATION To reappoint Mr. Mallett as a regular member of the Waterways/Shellfish Advisory Committee. This appointment is for a three-year term to run through May 2029.

APPROVAL

OF

MINUTES



Yarmouth Select Board
Select Board Meeting Minutes
April 15, 2025

The Yarmouth Select Board regular meeting was called to order at approximately 5:30 p.m. by Chair Dorcas McGurrin. Select Board members present: Dorcas McGurrin, Mark Forest, Joyce Flynn, and Elizabeth Argo. Absent: Tracy Post. Also attending: Town Administrator Robert L. Whritenour, Jr., and Assistant Town Administrator William Scott.

The Chair read the following into the record:

“The Yarmouth Select Board will consider entering into Executive Session pursuant to Mass. General Laws Chapter 30A, Section 21(a)(3) to discuss strategy with respect to collective bargaining in regards to proposed Wage and Class Plan applying to SEIU Units A and B, Steelworkers and non-union employees. The Chair declares that an open meeting may have a detrimental effect on the negotiating position of the body. I call for a motion to go into executive session.”

MOTION: To enter into Executive Session.

Motion by: Liz Argo

Seconded by: Joyce Flynn

Vote: 4 ayes; 0 nays. The motion carried unanimously.

At approximately 6:15 p.m. the Chair welcomed everyone to the meeting and then led everyone in the Pledge of Allegiance.

1. Announcements

Select Board Member Argo announced that the new Green Stormwater System, located on Standish Way, was under construction. Additionally, another grant that the Town managed to attain is in the process of being completed.

2. Public Comments

Resident Curt Sears opened the public comment with a broad list of concerns. He first questioned whether shellfish taken from Mill Creek were tested for safety, noting potential contamination from pollution plumes and PFAS. He then raised questions about the proposed farmer’s market at Taylor-Bray Farm, asking whether that site or the Cultural Center property was properly zoned for commercial activity and suggested the Town revisit its farmer’s market policy in light of current controversies. He reiterated past complaints about dead trees along Town roads, citing White Rock Road and Union Street as examples of unsafe conditions. He also criticized the Town’s handling of stormwater runoff, claiming that roadway drainage frequently emptied directly into wetlands and that annual stormwater budget allocations lacked transparency regarding how funds were used. Mr. Sears further expressed frustration over neglected maintenance of town parks and commons, contrasting the Town’s willingness to fund new park studies with its failure to care for existing spaces. He then revisited the roadwork override, contending that voters had been promised that funds would remain dedicated to road maintenance with annual adjustments for

inflation, something he said which had not been honored. He closed by criticizing the Route 28 construction project, arguing that the protracted disruption had hurt local businesses and tourism. He cited reports of property damage caused by contractors and inconsistent communication between the Town and the state. His overall message was that residents deserved better oversight and accountability.

Jerry O’Connell, a Precinct 4 resident, asked whether taxpayer funds were provided to the Cultural Center of Yarmouth and then alleged that anti-government protests were being coordinated there. Chair McGurrin reminded him that the Board did not engage in back-and-forth discussion during public comment.

Resident Christopher Gearin spoke remotely via Zoom in strong support of local lobsterman Jon Tolley. He summarized prior Select Board discussions on the case, highlighting that in April 2025 Select Board Member Forest had proposed issuing a joint statement in support of Mr. Tolley before his Zoning Board hearing but that the Select Board ultimately declined to act. He argued that the Zoning Board’s denial of Mr. Tolley’s appeal was a serious public relations failure that undermined Yarmouth’s historic identity as a fishing town and could harm the summer tourist economy. He maintained that the Town effectively waived its right to enforce the 1981 bylaw prohibiting home-based lobster sales because it had never enforced it over 45 years. Mr. Gearin urged the Select Board to intervene and resolve the issue in Mr. Tolley’s favor, warning that negative media coverage could discourage tourism, threaten revenue for essential projects such as the sewer initiative, and even lead to a future budget shortfall. He praised the Yarmouth Police Department for maintaining calm during the contentious Zoning Board hearing and concluded that the Select Board, as the Town’s only elected body, had both moral and civic authority to act in the Town’s best interests.

Resident Vida Morris endorsed both Mr. Sears’ and Mr. Gearin’s remarks, emphasizing the need for action on unsafe trees and the Town’s mishandling of the lobsterman case. She characterized the situation as a “public relations disaster” and called on the Board to reconsider its prior inaction. Ms. Morris then raised a procedural question regarding whether the public would be allowed to comment during the upcoming presentation of warrant articles. Chair McGurrin initially misunderstood but clarified that no public comment would be accepted at that stage. Ms. Morris objected, recalling that public input had previously been allowed to shorten Town Meetings. After further discussion, Chair McGurrin agreed to allow limited public participation during the preview portion of the meeting.

Resident Joe Glynn also voiced support for the prior speakers and commended the Town’s plans to honor Revolutionary War veterans with a new monument. He reflected on Yarmouth’s deep historic roots, noting that nearly every family in town contributed a soldier during the Revolution. He traced the Town’s heritage from early settlers such as the Thacher’s to its Indigenous Mattacheese people and emphasized that preserving this history, including its maritime and fishing legacy, was essential to Yarmouth’s identity. Mr. Glynn concluded by urging continued attention to the Town’s historical preservation efforts and the values that shaped its founding.

3. Recognition of Service – Ellie Lawrence

Chair McGurrin invited Ellie Lawrence to the podium, noting that she had “a few things to say first” before giving Ms. Lawrence an opportunity to speak. She explained that Ms. Lawrence’s long relationship with the Town, both as a staff member and volunteer, stemmed from her deep love of the water and the natural environment. As a Town employee, Ms. Lawrence, affectionately known as Captain Lawrence, served with the Recreation Department, where she played a vital role in the Town’s sailing program, and

with the Department of Natural Resources, where she worked as a Wharfinger and Assistant Harbormaster for more than forty years. As a volunteer, she served on the Waterways and Shellfish Advisory Committee for over twenty years, beginning in 2003, and on the Conservation Commission from 2016 to 2024, including three years as Vice Chair. Chair McGurrin emphasized Ms. Lawrence's invaluable institutional knowledge of the Bass River area, her willingness to assume staff-level responsibilities during vacancies, and her assistance with onboarding new conservation administrators. She also highlighted her major role in updating the Open Space and Recreation Plan, where she attended intensive weekly meetings for more than a year. Chair McGurrin praised Ms. Lawrence for her fairness in applying wetlands regulations, her steadfast commitment to protecting the Bass River, and her patience with complex environmental projects. She also recognized her photography and drone work, which had provided the Town with professional-quality documentation of natural resources and major projects such as Parker's River Landing. Ms. McGurrin then read an official citation from the Yarmouth Select Board into the record:

"Be it known that the Town of Yarmouth hereby recognizes Elinor B. "Ellie" Lawrence on her generous contributions as employee and volunteer, and be it further known that the Town of Yarmouth extends its sincerest thanks and appreciation for her tireless commitment to and participation within the community for 42 years. We acknowledge her dedication, not only as a longtime member of the Shellfish and Waterways Committee and as Conservation Commissioner, where she served as Vice Chair from 2021 to 2024, but also as Wharfinger and Assistant Harbor Master in the Division of Natural Resources and the Yarmouth's Recreation Sailing Program where Captain Lawrence dedicated herself to teaching the skills and joy of sailing to hundreds of children. Be it further known that we acknowledge and appreciate the generous donation of time and knowledge of the Town's natural resources as demonstrated by Ellie's work with the Conservation Division and through her skilled and beautiful photographs and drone coverage in support of Town Projects. This citation has been approved by the Yarmouth Select Board on this 15th day of April, in the year of our Lord, 2025."

When invited to speak, Ms. Lawrence expressed gratitude to the Select Board and the community, explaining that her family had lived along Bass River for six generations dating back to the 1600s. She reminisced about spending her childhood summers "mucking around the shores of the river, sailing, swimming, rowing, exploring, or just watching the river flow." She recalled being offered a summer job in the early 1980s by the Town's original Harbormaster, Jack Silver, and accepted without hesitation, "like a true river rat." Over the years, she split her time between Bass River and Lewis Bay, gaining a deep understanding of Yarmouth's waterways and natural beauty. With humor, she added that "a couple of rocks out there have my name on them." Ms. Lawrence reflected that the sea could be both a "great soother" and a "difficult taskmaster," and that few things brought her more joy than watching children gain confidence and skill through the Town's sailing program. She concluded by expressing heartfelt appreciation for the friendships and community connections formed through her decades of service: "I want to thank you all for being on this journey with me. It wouldn't have happened without you."

The room joined in applause, and Chair McGurrin then thanked her once more for her extraordinary service to the town.

4. Taylor-Bray Farmers Market

Chair McGurrin turned the discussion over to Town Administrator Whritenour, who explained that the Taylor-Bray Farm Preservation Association would be presenting its proposal for a farmers' market. After the presentation, the Board would have an opportunity to ask questions and take a vote of approval.

Lisa McIntyre, joined by Marty Murphy, introduced themselves as members of the Board of Directors of the Taylor-Bray Farm Preservation Association. Ms. McIntyre explained that the Association was seeking the Select Board's approval to hold a farmers' market at Taylor-Bray Farm in Yarmouth Port on six Sundays between June 22 and September 7, 2025, from 9:00 a.m. to 12:00 p.m. She described the proposal as an effort to connect residents and visitors with fresh, locally produced foods, seafood, and artisan goods sourced from Cape Cod farms and producers. The market would promote sustainability, support the local economy, and enhance awareness of Yarmouth Port's historic 1639 farm, offering a welcoming and inclusive community experience. Ms. McIntyre stated that the Association had submitted the necessary guidelines, site plan, insurance certificate, and Use of Town Property Form. She noted a small amendment to the vendor guidelines, clarifying that all vendors had to be licensed and inspected by the Yarmouth Board of Health, per their recommendation. The site plan displayed on the screen indicated market layout, vendor areas, and available parking. She emphasized that this would be a pilot year, with the goal of keeping the market small and locally focused, avoiding vendors who merely resold goods.

Mr. Murphy praised Ms. McIntyre's work, saying that she had independently researched and organized the entire project after considering it the previous year. He said it would be "a good thing for the Association, and a good thing for the Town."

Select Board Member Argo asked whether there would be restrooms available. Ms. McIntyre confirmed that a bathroom in the farmhouse would be open. Ms. Argo also asked if "Don McIntyre Trail" was a family connection, to which Ms. McIntyre replied that it was named for her father-in-law, making the project personally meaningful, especially since the meeting coincided with his birthday. Ms. Argo then recommended revising the guidelines' section on sampling to eliminate plastic containers, noting that Yarmouth was preparing to ban them, and advised the organizers to "get ahead of it." Select Board Member Flynn expressed enthusiasm, saying she was delighted that Yarmouth would now have a farmers' market on a second weekend day, offering more opportunities for residents to buy healthy local food. Select Board Member Forest added that he had no questions but fully supported the initiative, calling it "wonderful both for farmers and for the town." Chair McGurrin echoed those sentiments, noting that Taylor-Bray Farm remained "one of our best kept secrets" and that the market would help attract more visitors to appreciate the historic property and its role in the community.

The Chair allowed for public comments. Jerry O'Connell asked how many vendors the market could accommodate. Ms. McIntyre estimated around 20 vendors, explaining that the plan also included space for educational and sustainability exhibits such as master gardeners and beekeepers.

MOTION: To approve the farmers market proposal with the edits suggested.

Motion by: Joyce Flynn

Seconded by: Mark Forest

Vote: 4 ayes; 0 nays. The motion carried unanimously.

5. Yarmouth Revolutionary War Monument Design

Chair McGurrin introduced the next agenda item and recognized Bob Kelley, Vice Chair of the Yarmouth Historical Commission, who was accompanied by David Gianacopoulos, a fellow Commission member, and Robert Shure, the monument's designer. Mr. Kelley provided historical background on the proposed Revolutionary War Monument, which honored the more than 450 verified Yarmouth veterans who served in the American Revolution. He noted that research conducted by Jack Duggan and David Schafer confirmed 455 names with verifiable Yarmouth ties, representing approximately 70% of all males over age 16 in Yarmouth at the time of the 1790 census, a remarkable level of participation.

Funding for the design phase came through the Tourism Fund overseen by the Community and Economic Development Committee, while the fabrication funding would be sought through a Community Preservation Act (CPA) article at the April 29, 2025 Annual Town Meeting. Additionally, the Town had applied for a Massachusetts 250th Anniversary Grant to help offset costs, with awards expected in May. With assistance from Procurement Manager Svetlana Salamme, the Town selected Skylight Studios, owned by Mr. Shure, to design the monument.

The chosen site, approved by the Select Board on December 10, 2024, was Thacher Park (Yarmouth Port Playground). Following additional public meetings, the committee recommended placing the monument near the flagpole and away from the playground. Mr. Kelley noted that the park's 1924 deed from Louis B. Thacher designated the land for "a common and a playground," making it an appropriate location for a civic monument.

Two design options were presented at a recent public meeting, attended by about twenty residents. While an early idea featured a soaring eagle alone, the overwhelming consensus supported a bronze sculpture of a colonial family - a man with a rifle and baby, standing with his wife beside a plow - symbolizing the intertwined sacrifices of war and home life. The family design, he said, "represents the husband leaving to fight, entrusting the farm and family to his wife." The monument would be constructed of Barry, Vermont granite, and bronze, standing approximately 11 feet high, 8 feet wide, and 2 feet deep. The front and back panels would list all 455 veterans' names in alphabetical order, including dates of death when known. A bronze eagle will crown the monument as a symbol of strength and freedom. The central bronze scroll, transcribed from Yarmouth's June 20, 1776, Town Meeting minutes, would reflect the Town's declaration of independence, two weeks before the national Declaration. Bronze laurel leaves would symbolize victory and honor, and crossed colonial flags and a historical map of Revolutionary-era Yarmouth would adorn the back. Space would also be reserved for additional names or text as future research identified more veterans. At the public session, attendees debated whether bronze or carved laurel leaves were preferable. The committee ultimately favored bronze for its prominence and durability. Concerns about potential playground traffic and maintenance were discussed. Mr. Kelley said the monument's height should deter climbing, and the materials would require little maintenance over decades.

Sculptor Robert Shure described the monument's artistic vision. The design, while new, intentionally evoked 18th- and 19th-century memorials in style. The plow motif, he said, was inspired by Daniel Chester French's Minuteman statue at Concord's Old North Bridge, symbolizing the citizen-soldier leaving home to serve. Shure emphasized that the piece would be educational, inviting children and families to reflect on sacrifice and civic duty.

Select Board Member Forest commended the Historical Commission's work, calling the monument "beautiful" and noting that the public meeting had shown broad support despite spirited discussion. He observed that locating the monument at Thacher Park was meaningful, since it was historically a training site for local militia - a "sacred site" deserving commemoration. Select Board Member Flynn praised the "exquisite" design and particularly admired the contrast between the rifle and the plow, which she said, "implies returning to life in Yarmouth." She asked about the dedication date, and Mr. Kelley said the unveiling was planned for June 20, 2026, the anniversary of Yarmouth's 1776 declaration. Select Board Member Argo said she "adored" the design but stressed the importance of historical authenticity, down to "the shoes and the buttons." Mr. Kelley confirmed that the final sculpture details would be carefully refined for accuracy. Chair McGurrian thanked the Commission for its diligence and for ensuring public consensus, saying the proposal reflected "something the Town can fully support and be proud of."

Mr. Kelley acknowledged the help of Karen Greene, the Director of Community Development, Lisa and Nate Whetten for their coordination of public meetings, and thanked Joe Glynn for earlier comments emphasizing the value of research in preserving Yarmouth's history.

Resident Chris Greeley also commended the project, noting her experience with gravestone cleaning at the Ancient Cemetery. She cautioned that rusticated granite could be difficult to maintain, urging the committee to consider smoother finishes to minimize future upkeep.

The Board thanked the Commission and artist for their work and looked forward to the 2026 dedication of the monument.

MOTION: To accept Option A as presented by the Historic Commission.

Motion by: Joyce Flynn

Seconded by: Liz Argo

Vote: 4 ayes; 0 nays. The motion carried unanimously.

6. Discussion/Update: PFAS and Environmental (Non-Water Supply) Concerns – Kleinfelder

Chair McGurrin introduced the next agenda item and turned the discussion over to Town Administrator Whritenour, who welcomed representatives from Kleinfelder, the Town's environmental consultant. He expressed appreciation for the extensive work done by Nathan Stevens and Lisa Stone, who had been investigating PFAS impacts in Yarmouth, particularly following concerns raised by residents in the Hyannis Park and Mill Creek areas. While Kleinfelder had long assisted the Town with PFAS mitigation in the municipal water supply, this new focus addressed broader environmental contamination in groundwater, surface water, and shellfish.

Lisa Stone, a Project Manager with over 25 years of environmental site assessment experience, began with an overview of Kleinfelder's background. The firm has provided technical and regulatory support to Cape Cod municipalities for over four decades, addressing water quality, contamination, and remediation projects.

Nathan Stevens, a Professional Geologist with approximately 25 years at Kleinfelder, outlined the firm's relevant work on PFAS-impacted sites, including military airfields, firefighting training facilities, landfills, and wastewater treatment works where biosolids historically used as fertilizer had introduced PFAS into the soil and groundwater. He explained that PFAS, per- and polyfluoroalkyl substances, were a vast family of 12,000 to 14,000 synthetic chemicals, widely used for their durability, heat resistance, and waterproofing properties in products such as coatings, stain guards, and firefighting foams. Their chemical stability made them both valuable and problematic, as they persisted in the environment and the human body, leading to potential bioaccumulation and health concerns.

Mr. Stevens reviewed the known and emerging health effects associated with PFAS exposure, including fetal development issues, liver damage, thyroid and immune disruption, elevated cholesterol, and possible cancer risks, though he noted that much of the scientific evidence remained inconclusive. From an ecological standpoint, the toxic thresholds for aquatic and terrestrial species remained poorly understood, as regulatory studies were incomplete. He explained that despite the thousands of existing PFAS compounds, Massachusetts currently regulated only six, while commercial laboratories could identify roughly 70 through analytical testing. This created a significant regulatory gap, where many detected compounds lacked cleanup standards. Moreover, PFAS often transformed chemically as they

migrated through the environment, breaking into smaller, related compounds, complicating the ability to trace contamination to a specific source.

Mr. Stevens emphasized that the Town of Yarmouth was not a Potentially Responsible Party (PRP) under state law, meaning it did not cause the contamination and therefore did not control the cleanup process. That responsibility should fall to entities such as Barnstable Municipal Airport and the Barnstable County Firefighting Training Academy, both located upgradient from Yarmouth. Each of these PRPs were required to assess and remediate contamination originating from their respective properties. Kleinfelder's role, he said, was to act as advocates and advisors for the Town and community, reviewing technical reports, identifying data gaps, and ensuring Yarmouth's environmental interests were represented.

Presenting a conceptual map of the PFAS plumes extending from Barnstable into Yarmouth, Mr. Stevens noted that five or six distinct PFAS plumes had been identified in the area. The Firefighting Training Academy (FFTA) plume was dominated by PFOS, a compound prevalent in older foam formulations. The Airport had two plumes, attributed to later-generation fluorotelomer foams used in emergency response and training. Additional "unknown" plumes contained PFAS signatures that neither the airport nor the FFTA claimed responsibility for, some overlapping with detections of 1,4-dioxane, another contaminant of concern. He highlighted that the Maher wells, which were once inactive but were now treated and operational, played a key role in capturing groundwater from these plumes. The central question, he said, was whether those wells were effectively containing the PFAS, or if some contamination was moving beyond them into Yarmouth, potentially impacting surface water bodies such as Mill Creek.

Kleinfelder identified several regulatory and technical issues of concern:

1. Substantial Release Migration: If PFAS in groundwater is likely migrating to surface water, it may trigger a renewed Immediate Response Action (IRA) under the Massachusetts Contingency Plan (MCP), reopening public comment opportunities that recently ended when the airport's case advanced to Phase 5 (operation and maintenance).
2. Delineation Standards: PFAS plumes should be delineated to groundwater (GW-1) rather than surface water benchmarks, given Yarmouth's sole-source aquifer, and interconnected water systems.
3. Incomplete Delineation: Existing data suggest that PFAS compounds associated with the airport's "tracer" chemical (6:2 FTS) have been detected in Yarmouth's surface waters, implying that contaminants may have migrated beyond the modeled capture zone.
4. Unfiled Down-Gradient Property Status: If the airport and FFTA maintain that certain PFAS are entering their sites from elsewhere, they must formally document this through the MassDEP Down-Gradient Property Status process, which has not yet occurred.

Mr. Stevens acknowledged that this painted a "somewhat gloomy picture," but said there was recent progress. A joint PFAS working group began meeting monthly, bringing together consultants, MassDEP, Barnstable officials, and Yarmouth representatives to coordinate data sharing and next steps. Plans were underway to install new groundwater monitoring wells in Yarmouth, specifically to determine whether any contamination has crossed the town line. He also noted that the FFTA had installed a permeable reactive barrier (PRB), a subsurface treatment zone using activated carbon, to intercept and adsorb PFAS migrating through groundwater, likening it to a large "Brita filter underground." Over time, he explained, the barrier should help stop additional PFAS from leaving the property, though any

contamination that already migrated before installation would continue to move gradually toward Yarmouth.

Continuing the PFAS discussion, Mr. Stevens explained that the Firefighting Training Academy (FFTA) still operated under an active Public Involvement Plan (PIP). Because Barnstable Airport and FFTA now collaborated closely through a joint technical group, he encouraged the Town of Yarmouth to continue submitting public comments through that process. This, he said, would ensure that Yarmouth's concerns were reflected in the ongoing coordination between the two entities. Mr. Stevens emphasized the need for expanded sampling, particularly surface water testing within Yarmouth, to replicate and verify earlier results obtained by Sole Source Consulting, Harvard University, and the U.S. Geological Survey (USGS). He explained that each Potentially Responsible Party (PRP) tended to focus only on a subset of PFAS compounds relevant to their own site, but laboratory analyses typically detected many more compounds, sometimes seventy or more. Therefore, he urged continued review of the full analytical dataset to determine whether the identified plumes were distinct, intermingled, or more extensive than currently understood.

Assigning a molecule detected in Mill Creek or other Yarmouth surface waters to a single source was scientifically difficult and legally complex, so, because of that difficulty, Kleinfelder applied a "weight of evidence" approach, examining patterns of multiple compounds rather than relying on a single indicator. Mr. Stevens outlined the firm's immediate plan to continue attending joint PFAS working group meetings, submitting formal written comments through the PIP process, and providing independent evaluation of plume boundaries and potential sources on behalf of the Town. A written summary report, currently in draft form, was to be delivered to Town Administrator Whritenour within the following week.

Select Board Member Forest thanked the Kleinfelder team and reaffirmed the Town's commitment to protecting Yarmouth's environmental and public health interests. He noted that the Board secured funding at Town Meeting specifically to engage Kleinfelder for this purpose. Mr. Forest said that MassDEP remained the primary regulatory driver and that Yarmouth must formally weigh in with DEP, outlining the additional sampling and investigative steps necessary to protect local resources. Referring to a map of PFAS plumes and the Maher wells, Mr. Forest highlighted the area immediately east of the wells, which was Yarmouth conservation land, and expressed concern that excessive groundwater withdrawal had already harmed the nearby marshlands. While acknowledging this was a separate issue, he stressed that it remained an environmental priority for the Town. Mr. Forest then pointed out that independent findings by hydrogeologist Tom Cambareri had detected elevated PFAS levels well downgradient from the officially mapped plumes, suggesting that contamination extended beyond what had been acknowledged by the airport. "The information we've been getting from the airport has not been truthful or accurate," he said, characterizing the communications as "massaged" and "spin." Mr. Stevens agreed unequivocally, "Absolutely." Mr. Forest stated that Yarmouth must put aggressive pressure on MassDEP to ensure thorough and transparent cleanup. He emphasized that while multiple contamination sources were likely, the immediate goal was to secure state action and accurate delineation of all plumes. He requested Kleinfelder's forthcoming report form the basis for a formal Select Board communication or proposal to MassDEP, outlining specific steps and recommendations. Mr. Stevens confirmed that the draft document would be available the following week, which Mr. Forest suggested could appear as an agenda item for the next Board meeting.

Select Board Member Forest next referenced an earlier public comment from Curt Sears, who had asked whether Yarmouth should pursue shellfish sampling or other biological testing in Mill Pond and downstream areas. He posed the question to Mr. Stevens directly. Mr. Stevens replied that PFAS had

indeed been detected in shellfish tissue in prior studies, though those findings were unrelated to this particular investigation. If the Town wished to evaluate PFAS impacts on local shellfish resources, that work was feasible and scientifically valid, though it would not, by itself, establish liability. Still, he acknowledged that shellfish testing could serve as an important indicator of ecological and public health risk. Mr. Forest agreed, emphasizing that public health protection must remain the Town's top priority. He stated that determining potential risks to consumable shellfish and other aquatic life was more important than assigning blame at this stage. Mr. Stevens said he would review and include recommendations for shellfish and additional environmental sampling in Kleinfelder's forthcoming report.

Select Board Member Flynn thanked the consultants for a clear and hopeful presentation, particularly noting the "triangle illustration" depicting the overlapping environmental and human health threats of PFAS contamination. Ms. Flynn asked about the relationship between wastewater and PFAS in human biology, referencing the Town's ongoing wastewater planning efforts. Specifically, she wondered whether human excretion contributed measurable PFAS to soil or groundwater. Mr. Stevens confirmed that PFAS was present in human waste, explaining that all septic systems essentially had low levels of PFAS as the chemicals were excreted, washed from clothing, and released through consumer product residues. Wastewater treatment plants exacerbated the issue by concentrating PFAS in biosolids during the separation of water and solids, a process that had made land-applied sludge a recognized contamination source statewide. PFAS compounds, he said, were "all about interfaces." They accumulated where water met soil, air, or fat cells, which was why they persisted so stubbornly. Ms. Flynn observed that avoiding PFAS entirely might be impossible, given its ubiquity in consumer goods and the environment. Mr. Stevens agreed, noting that PFAS had been found even in Arctic precipitation, underscoring its global spread. However, he clarified that detectable presence did not necessarily equate to risk; harmful health effects had so far been linked primarily to high occupational exposures, such as firefighters and chemical plant workers.

Returning to the question of long-term remediation, Select Board Member Flynn asked whether lessons from the Joint Base Cape Cod cleanup, which addressed large-scale contamination more than a decade ago, could help inform Yarmouth's PFAS response. Mr. Stevens acknowledged that PFAS had recently become a concern at the Base as well, after earlier plumes of other contaminants had been addressed. Mr. Forest, drawing on his own experience with the base cleanup, stated that the Air Force's use of a Permeable Reactive Barrier (PRB) at its former fire training site had been effective in treating PFAS-contaminated groundwater. He described Cape Cod as a "laboratory and experiment station" for PFAS remediation, with local governments and agencies actively learning from one another's projects. Mr. Stevens concurred, stressing that one of the most positive aspects of the regional PFAS response was that consultants, municipalities, and regulatory agencies were sharing data openly rather than working in isolation. Ms. Flynn thanked the presenters once more, noting that their balanced, evidence-based approach provided both realism and cautious optimism for the Town's next steps.

Following the technical presentation, Select Board Member Argo asked Chris Greeley, Yarmouth's representative to the Barnstable Airport Commission and a Hyannis Park Civic Association board member, for an update on PFAS blood testing. She recalled that when Ms. Greeley and members of the Hyannis Park Association previously appeared before the Board, they had discussed encouraging Hyannis residents to pursue such testing. Ms. Argo said she raised the issue again because it might be appropriate to reference that in the formal letter to MassDEP which the Select Board planned to send, and she asked whether it would be permissible for Ms. Greeley to comment. Chair McGurrian agreed.

Ms. Greeley explained that the blood testing initiative had originated through Silent Spring Institute and several other organizations working with Hyannis residents. She noted that community concern had grown considerably, and that given the geographic proximity and shared groundwater pathways, Yarmouth residents might also benefit from such testing. Ms. Greeley went on to praise the Kleinfelder team and others working to uncover more accurate information about the scope of contamination. For years, she said, the airport had attempted to deflect attention toward the Firefighting Training Academy (FFTA) as the sole source of PFAS, claiming that its own investigations were far advanced. However, those claims had since been discredited through findings presented before the Barnstable Town Council and corroborated by Yarmouth's consultants, revealing that the situation was "far more complex" and that the airport had been slow to respond to Yarmouth's repeated requests for information and cooperation. Ms. Greeley then addressed public calls to relocate the airport, saying that while that discussion existed, the more urgent and practical step would be to halt any proposed expansion of Runway 15–33 until the contamination issues were resolved. She pointed out that one of the major PFAS plumes followed the same trajectory as the runway, suggesting a historical connection to the airport's long-term operations dating back to the 1940s. She also highlighted jet fuel emissions as an emerging environmental concern, especially from small aircraft, which could release particulate residues that settle on nearby land and water. She said residents had long reported mysterious substances accumulating on their properties, anecdotal but troubling evidence that these emissions might be entering soil and wetlands across Yarmouth, including Lewis Bay, Mill Creek, and Yarmouth Port. Other airports such as Hanscom Field and Logan Airport had already conducted environmental assessments related to similar emissions, she added, and Yarmouth should demand the same level of scrutiny before any further expansion of air traffic. Ms. Greeley concluded by commending the Town and its consultants for applying increased public pressure on the airport and MassDEP. She said this scrutiny had already produced results. After being confronted with independent data from Kleinfelder and other experts, the airport recently had agreed to expand its testing efforts for Yarmouth wells.

Chair McGurrin thanked Ms. Greeley for her remarks. Select Board Member Argo then noted that during a prior presentation by hydrogeologist Tom Cambareri, the Board had struggled to write an effective letter to DEP because the evidence base was still incomplete. She said that, with the current findings and consultant input, that situation had changed. Chair McGurrin agreed and said it was critical to move forward quickly. She said each day new information was emerging, and she was particularly troubled that public comment periods on certain matters had been closed prematurely, even though the data remained inconclusive. She hoped that the forthcoming Kleinfelder report and formal correspondence to DEP would help reopen those comment opportunities and accelerate state-level action toward remediation. In closing, she thanked the consultants and confirmed that the topic would appear as an agenda item for the Select Board's next meeting on May 6.

7. Discussion/Vote: Annual Town Election Warrant, and Designation of Policy Assignments to the Police Chief and the Town Clerk

Chair McGurrin introduced the next agenda item. She noted that Town Clerk Mary Maslowski had provided a memo outlining the details and proposed motions for the Board's consideration. Ms. Maslowski confirmed that there were two standard motions taken prior to every Town Election. The first motion authorized the assignment of police officers to the polling locations, ensuring security and orderly conduct of the election. The second motion was to approve and sign the election warrant, which formally listed all offices and questions appearing on the ballot. These procedural votes, Ms. Maslowski explained, were required before each election to meet the statutory obligations of the Select Board and to allow the Town Clerk's office to move forward with election preparations.

MOTION: To have the Yarmouth Select Board delegate its authority given under Chapter 92, Section 72 of the Acts of 2022 to detail a sufficient number of police officers or constables for each building that contains the polling addresses for one or more precincts at every election therein to preserve order and to protect the election officers and supervisors from interference with their duties and to aid in enforcing the laws related to the elections to the Police Chief in consultation with the Town Clerk.

Motion by: Mark Forest

Seconded by: Joyce Flynn

Vote: 4 ayes; 0 nays. The motion carried unanimously.

MOTION: To have the Yarmouth Select Board adopt the warrant for the May 20, 2025 Annual Town Election as presented by the Town Clerk and direct that the warrant be duly advertised and posted in accordance with the Massachusetts General Laws, the Town of Yarmouth Charter, and its bylaws.

Motion by: Mark Forest

Seconded by: Joyce Flynn

Vote: 4 ayes; 0 nays. The motion carried unanimously.

8. Town Meeting Preview

Town Administrator Whritenour explained that this was the Board's annual overview of the upcoming Annual Town Meeting Warrant, intended to share information with the public about the major articles and to provide context ahead of the April 29, 2025 Town Meeting, scheduled for 6:00 p.m. at the D-Y Intermediate School. He emphasized that this session would not be as detailed as the formal meeting but would serve as a helpful guide for residents to understand each article and ask questions in advance. He expressed appreciation to Finance Director Jennifer Mullen and Assistant Town Administrator Scott for their extensive work preparing over 100 slides and detailed supporting materials to make the meeting more transparent and accessible. Mr. Whritenour then walked through the Warrant article by article.

Article 1 – Budget Adjustments. Mr. Whritenour explained that this article addressed the current year budget shortfalls, not the upcoming fiscal year's budget. The only shortfall identified was approximately \$70,000 for the Snow and Ice budget. Although there had not been significant snowfall, the winter was unusually cold, leading to increased costs for sanding and salting. He clarified that the Town intentionally kept its snow and ice appropriation conservative each year because state law allowed deficit spending in this category if the appropriation matched the prior year's amount. This conservative budgeting practice would preserve the Town's flexibility in future years. During discussion, Resident Vida Morris noted a discrepancy on a presentation slide indicating that the Select Board vote was 6–0, even though there were only five members. Mr. Whritenour confirmed that Ms. Morris was correct. The Select Board had voted 5–0, while the Finance Committee's vote was 6–0. He said that the error would be corrected.

Article 2 – General Fund Operating Budget. Mr. Whritenour stated that Article 2 represented the omnibus budget for all general fund operations, totaling \$51 million, approximately half of the Town's total annual budget. At Town Meeting, the Moderator would take the budget by sections, allowing questions on any specific department before moving to the next. He noted that the Town's budget structure divided operations across multiple articles, about eight in total, based on funding sources.

Article 3 – Fire Department Staffing (Override). The Town Administrator told the Board that the article covered a special appropriation to fund four new firefighters, a supervisory position, and wage scale

restructuring for FY2026. Because this increase exceeded the Town's limit under Proposition 2½, it would be subject to an override vote on the Town Election ballot. The article was structured as a conditional appropriation, meaning that if the override did not pass, the funds would not be spent and no follow-up Town Meeting would be required to reduce the budget.

Article 4 – Golf Enterprise Budget. The Golf Division budget totaled \$5,541,000, funded entirely through golf course fees. Mr. Whritenour explained that the Town's enterprise budgets were self-supporting and kept separate from the general fund.

Article 5 – Water Division Budget. The Water Division budget was similarly self-funded through user fees and represented the full cost of operating the Town's water system.

Article 6 – Septage Enterprise Budget. The Septage Enterprise Fund totaled \$3,198,000 and was funded entirely by septage disposal fees paid by private haulers. The budget supported the Town's Septage Treatment Facility, which processed septic waste pumped from homes and businesses.

Article 7 – Wastewater Enterprise Budget. This article established funding for the Wastewater Division, drawn from the Wastewater Enterprise Fund. Although the treatment plant was not yet operational, these programmed expenses helped advance the pre-construction and implementation phases.

Article 8 – Cable Television Communications Budget. Mr. Whritenour stated that this budget funded the Town's government and public access programming, including coverage of meetings. It was fully supported by cable franchise fees under the Public, Educational, and Government (PEG) Access contract.

Article 9 – Dennis-Yarmouth Regional School District (DYRSD) Budget. The certified assessment for the DYRSD was \$44,865,765, which fell within the Town's financial guidelines and did not require an override. Resident Vida Morris asked how the school district was able to stay within the 2.5% increase limit given the large number of new Yarmouth students. Mr. Whritenour explained that enrollment figures were frozen as of October 1, 2024, and that the formula used to calculate assessments also included revenue growth comparisons between Yarmouth and Dennis. This year, Dennis' revenue growth was slightly higher, resulting in a proportionally larger assessment for Dennis and helping Yarmouth stay within budget limits.

Article 10 – Cape Cod Regional Technical High School Budget. The Cape Cod Tech budget totaled \$3.832 million and also remained within budget guidelines, requiring no additional funding.

Mr. Whritenour summarized that Articles 2 through 10 together constituted the Town's operating budgets, while the next series of articles shifted to capital expenses, separated by funding sources to ensure clear financial tracking.

Article 11 – Golf Division Capital Expenses. This article appropriated \$245,000 in golf enterprise funds for equipment and facility improvements.

Article 12 – Septage Enterprise Bonding. This article sought authorization to borrow \$4.4 million for rehabilitation of the equalization tank at the septage facility. Mr. Whritenour noted that this tank held

raw sewage, which was highly corrosive and had deteriorated the concrete over time, necessitating structural repairs.

Article 13 – Water Division Capital Expenses. The Water Division was requesting \$1.3 million in capital funding, entirely covered by water service fees.

Article 14 – PFAS Water Treatment. This article authorized borrowing \$5.05 million to install PFAS treatment systems for Wells 10 and 11, safeguarding the Town’s drinking water supply.

Article 15 – Route 28 Water Main Replacement. This article sought \$2 million in supplemental funding to complete the Route 28 water main replacement project. The Town previously appropriated \$15.6 million, and updated design and bid costs indicated the total needed was \$17.6 million. Mr. Whritenour stressed the importance of completing this work concurrently with the wastewater construction to avoid reopening the road later.

Article 16 – Police Cruiser Lease Financing. This article authorized a four-year municipal lease for new police cruisers, allowing the Town to spread costs evenly and retain ownership at the end of the term. The vehicles would be hybrid models for better fuel efficiency.

Article 17 – Fire Department Capital Expense. The Fire Department would use \$347,000 from ambulance revenues to fund capital needs, in line with the Town’s capital improvement plan.

Article 18 – Fire Department Quint Pumper. Mr. Whritenour described the purchase of a Quint pumper, a hybrid vehicle combining a ladder truck and engine. This solution replaced the aging ladder truck and engine at lower cost while improving maneuverability. He praised the Fire Department for its innovative approach.

Article 19 – Omnibus Capital Article. Totalling \$4.6 million, this article covered capital expenses for general government departments. Funding included \$3.5 million from free cash and \$1.1 million from override, including \$250,000 for stormwater management. Resident Vida Morris asked about the Town Hall roof replacement (item 15, \$200,000) and the future of solar panels. She expressed concern about their remaining useful life and uncertain disposal. Select Board Member Argo explained that the panels were still functional, under warranty, and had paid for themselves long ago, with savings documented and grant funded. Ms. Argo offered to provide precise cost and savings data.

Article 20 – Eversource Easement. This article would grant an easement to Eversource to provide electricity to the Water Resource Recovery Facility at 99 Buck Island Road.

Article 21 – Wage Adjustments. This would set aside funds for collective bargaining settlements and non-union employee adjustments, separate from the main budget.

Article 22 – Stabilization Transfers. This article would transfer \$2 million from free cash: \$1 million to the Capital Stabilization Fund and \$1 million to the Wastewater Stabilization Fund, ensuring funding for future capital and wastewater needs.

Articles 23 to 28 – Community Preservation Act Projects. Article 23 established required CPA reserves (housing, open space, historic preservation, administrative). Article 24 funded affordable housing projects (\$660,000). Article 25 funded recreation projects (\$1,082,000). Article 26 funded historic

preservation projects (\$872,133). Article 27 reserved \$215,396 for future open space acquisitions. Article 28 transferred \$33,587 left over from old Land Bank legal funds to CPA accounts.

Article 29 – Tourism Revenue Preservation Fund. This article appropriated \$520,936 from the Tourism Revenue Fund for tourism-related initiatives.

Article 30 – Town Common Feasibility Study. This article allocated \$100,000 to study the potential development of a Town Common.

Article 31 – Property Disposition: Zero Oak Bluffs Road. This article would authorize the sale of a 0.07-acre remnant parcel to an adjacent homeowner, a non-buildable lot, modestly increasing tax revenue.

Article 32 – Mattacheese Middle School Maintenance. This article allocated \$200,000 for ongoing maintenance of the Mattacheese building.

Article 33 – Special Legislation: Division of Natural Resources Officers. This article requested state approval to transfer Natural Resources Officers into the police retirement system, reflecting their full certification under the Police Officer Safety Training Act.

Article 34 – The Hero Act. This article authorized annual cost-of-living increases for veterans receiving property tax exemptions.

9. Assignment of Motions

The Board reviewed how the thirty warrant articles would be presented at Town Meeting. The Community Preservation Act (CPA) articles, which were Articles #23 to #28, normally would be presented by the Community Preservation Committee (CPC). Despite the passing of CPC Chair Gary Ellis and the resignation of Christine Marzigliano as Vice Chair, Community Development Director Karen Greene confirmed that Ms. Marzigliano's resignation was effective after Town Meeting, so the CPC would present their own articles. The remaining articles were distributed among Select Board members for presentation.

Select Board Member Forest volunteered to speak on any of the articles that dealt with wastewater or PFAS, and he offered to be assigned Articles 29 to 34 (Tourism Revenue, Town Common Feasibility Study, Property Disposition, Mattacheese Building Maintenance, Natural Resources Legislation, and the "HERO Act"). Select Board Member Flynn was assigned Articles 17 to 22 (Fire Department Capital Expense, Quint Pumper, Capital Expense for Various Departments; Water Resource Recovery Facility Eversource Easement, Wage Adjustments, and Stabilization Financing). Select Board Member Argo was assigned Articles 11 to 16 (Golf Capital Expense, Equalization Tank Rehabilitation, Water Division Capital Expense, Wells 10 and 11 PGAS Treatment System, Route 28 Water Main, and Police Cruiser Financing). The Chair would take Articles 1 to 4 (Budget Adjustments, Municipal Budget, Fire Department Staffing Subject to Override, and Golf Enterprise Budget). Article 2 would be the longest motion, requiring substantial reading and explanation. Select Board Member Post would be assigned Articles 5 to 10 (Water Division Budget, Septage Enterprise Budget, Wastewater Enterprise Budget, the Cable Television Communications Budget and the schools' budgets).

The Board confirmed that all assignments were finalized and ready for Town Meeting.

10. Discussion/Vote: Municipal Energy Manager Grant Award

The Board discussed the MassSave Municipal Energy Manager Grant, for which the Town had previously applied for and approved. The grant award was \$45,600 per year for three years from 2025 to 2027. The grant would support a part-time Municipal Energy Manager position instead of a full-time position.

MOTION: To accept the Municipal Energy Manager Grant.

Motion by: Mark Forest

Seconded by: Liz Argo

Vote: 4 ayes; 0 nays. The motion carried unanimously.

11. Board and Committee Actions

1. Resignation

MOTION: To accept with great appreciation the resignation of Christine Marzigliano from the Community Preservation Committee to be effective April 30, 2025.

Motion by: Mark Forest

Seconded by: Joyce Flynn

Vote: 4 ayes; 0 nays. The motion carried unanimously.

2. Request to Dissolve Library Planning Committee and Library Study Ad Hoc Committee

MOTION: To dissolve the Library Planning Committee and the Library Study Ad Hoc Committee.

Motion by: Mark Forest

Seconded by: Joyce Flynn

Vote: 4 ayes; 0 nays. The motion carried unanimously.

3. Appointments

MOTION: To appoint the following individuals to the Library Building Committee: Ellie Tierney as Construction Representative; Tom Pendleton as South Yarmouth Library User Representative; Judy Tarver as Construction Representative; Vicky Giannetos, West Yarmouth Library User Representative; Dorcas McGurrin as Select Board Representative; Sandy Fife as Capital Budget Committee Representative; Susan Brita, Planning Board Representative; Mindy Herington, Library Staff Representative; and Joseph LeBrecque as Library Staff Representative. The term will be for the length of the project.

Motion by: Mark Forest

Seconded by: Liz Argo

Vote: 4 ayes; 0 nays. The motion carried unanimously.

MOTION: To appoint Chris Peterson as an Alternate to the Recreation Commission for one year.

Motion by: Joyce Flynn

Seconded by: Liz Argo

Vote: 4 ayes; 0 nays. The motion carried unanimously.

4. Approval of Minutes

MOTION: To accept the minutes of March 26, 2024 as amended with all changes noted from the previous meeting, and as a vote of necessity due to the current Board set up versus the Board that was at that time.

Motion by: Liz Argo

Seconded by: Joyce Flynn

Vote: 4 ayes; 0 nays. The motion carried unanimously.

MOTION: To accept the minutes of December 17, 2024.

Motion by: Liz Argo

Seconded by: Joyce Flynn

Vote: 4 ayes; 0 nays. The motion carried unanimously.

5. Upcoming Agenda Review

The Board conducted a detailed review of the upcoming May 6th meeting agenda. Key items included a public hearing for the Yarmouth Tourism Destination Marketing District, a discussion regarding applicable hearing fees, an update on the Local Comprehensive Plan, a recap of the Annual Town Meeting, and the evaluation of the Town Administrator.

During the discussion, Select Board Member Forest stressed the importance of having comprehensive background materials and a checklist to ensure all requirements of the tourism district proposal were met prior to the hearing. He emphasized that, since this was a novel program in Massachusetts, the Board needed to have clear documentation of all participating entities, particularly the hotels involved, to confirm that all necessary approvals and authorizations were properly in place. Town Administrator Whritenour clarified that the original plan for a Cape-wide tourism marketing district had been narrowed to focus specifically on Yarmouth, with Barnstable also included, due to the complexity of managing a multi-town district. Board Member Liz Argo confirmed this understanding. Mary Maslowski provided an update on the research and due diligence her office had conducted when verifying corporate representation for the hotels participating in the district. She noted that twelve hotels in Yarmouth with 85 or more rooms were included in the plan, and some additional properties were contacted out of caution. She also explained that the Department of Revenue was providing guidance on certifying corporate authorizations, as the legislation governing this program was relatively new and had only been implemented in Boston and Cambridge. Ms. Maslowski noted specific challenges, such as verifying petitions and establishing a reliable baseline for calculating the required 62% approval. She emphasized that the process was ongoing and that further guidance was expected from the Department of Revenue. The Board agreed that all relevant documents and information should be provided at least one week prior to the May 6th meeting to allow sufficient time for review. It was also noted that the public hearing could remain open if the board's questions or concerns were not fully addressed at the scheduled session.

Select Board Member Argo inquired about the upcoming housing workshop, and Town Administrator Whritenour confirmed that the Yarmouth Housing Authority had been invited and would participate, ensuring a full and informative session for the Board.

6. Individual Items

Select Board Member Forest suggested scheduling a focused session after Town Meeting to review the maintenance and management of parks, public properties, and Town buildings. He emphasized the need to understand ongoing issues such as phragmites overgrowth and limited scenic views. Mr. Forest then asked if a date had been set for the Board's goal-setting workshop. He was told a date had not been set yet. The Chair proposed waiting until after the May 20th election and for all members to be present before deciding. Finally, Mr. Forest recognized Ellie Lawrence for her contributions to conservation, Bass River, and the sailing program, noting her impact on many local children and community members. He mentioned that Ms. Lawrence might return to serve on another committee.

Select Board Member Argo provided details about the Municipal Energy Manager Program. She said twenty-four awards would go to 63 municipalities and 5 regional planning commissions, totaling \$5 million over three years. Ms. Argo explained there would be adjustments to reporting requirements so the

energy manager could focus on actual accomplishments. She noted municipalities could invoice 75% of first-year funding upfront.

12. Town Administrator Items

1. Consent Agenda

MOTION: To approve and accept the Consent Agenda.

Motion by: Liz Argo

Seconded by: Joyce Flynn

Vote: 4 ayes; 0 nays. The motion carried unanimously.

2. Town Administrator Updates

During the Town Administrator updates, Mr. Whritenour began by highlighting several recent events and accomplishments, including Yarmouth hosting the Massachusetts Association of Chamber of Commerce Executives Annual Meeting, which drew attendees from across the state and reflected positively on the Town. He also praised Board Members Flynn and Post for their effective handling of cross-examination at a recent ABCC hearing, noting their professionalism and strong representation of the Town, though the decision in that matter was still pending.

Mr. Whritenour then shifted to public concerns about zoning and proposed creating a “citizens guide” to clarify local zoning procedures, enforcement, and appeal processes, addressing widespread misconceptions about how the Zoning Board of Appeals operates and what actions the Town could legally take. He suggested reaching out to Mr. Tolley regarding Mr. Tolley’s potential petition to Town Meeting. Mr. Whritenour proposed that Mr. Tolley consult with the Planning Board first to avoid submitting a petition that could be legally invalid, confusing, or unproductive. Chair McGurrin supported this approach, emphasizing that the Town should facilitate helping residents rather than obstruct them and that residents should be provided guidance to ensure petitions were constructive and aligned with proper legal processes. Select Board Member Forest added that providing education on procedural issues, potential amendments, and adjustments would help channel resident concerns more constructively, preventing legal or procedural complications and fostering productive dialogue at Town Meeting. Select Board Member Argo agreed with the plan but suggested that having one Select Board member present with Mr. Whritenour might be beneficial. Chair McGurrin expressed caution, noting that maintaining separation was important in case further legal action was necessary. All speakers emphasized that the goal was to provide residents with thoughtful, kind, and constructive guidance. Mr. Whritenour noted that the citizens’ guide was still being developed and that his intent was to involve appropriate Planning Board members to ensure a smooth and orderly process at the public hearing and eventual Town Meeting.

13. Adjourn

MOTION: To adjourn.

Motion by: Mark Forest

Seconded by: Joyce Flynn

Vote: 4 ayes; 0 nays. The motion carried unanimously.

The meeting adjourned at approximately 9:25 p.m.

Respectfully submitted,

Gina Gonsalves

Gina Gonsalves



**TOWN OF YARMOUTH
SELECT BOARD
PROJECTED 2026 AGENDA ITEMS**

***PLEASE NOTE: ALL ITEMS ARE TENTATIVE UNTIL POSTED ON AN AGENDA**

MEETING DATE		BUDGET SCHEDULE DUE DATES	REGULAR YSB AGENDA ITEMS
APRIL 7			<ul style="list-style-type: none"> • VOTE: BOND AUTHORIZATION – MULTI-PURPOSE BOND ISSUE • DISCUSSION: CPA ARTICLES – COMMUNITY PRESERVATION COMMITTEE • HEARING: TRANSFER ALCOHOL LICENSE; WEEKDAY AND SUNDAY ENTERTAINMENT LICENSE – FROM DIPARMA TO JACQUELINE’S • HEARING: TRANSFER ALCOHOL LICENSE – FROM 908 BISTRO TO SPICE BOSS • HEARING: SPECIAL ENTERTAINMENT LICENSE – COASTAL RESILIENCY FAIR AND PARKER’S RIVER LANDING GRAND OPENING • DISCUSSION: EVENT POLICY FOR PARKER’S RIVER LANDING • DISCUSSION: MANAGEMENT AND MAINTENANCE OF PARKS – JEFF COLBY • DISCUSSION/VOTE: LETTER REGARDING AUDIT OF LEGISLATURE
APRIL 14			<ul style="list-style-type: none"> • DISCUSSION: NICOTINE FREE GENERATION – BOARD OF HEALTH • HEARING: CHANGE OF MANAGER - LONGFELLOW’S PUB • DISCUSSION/VOTE: NEW SHELLFISH AQUACULTURE LEASE LICENSE • DISCUSSION/VOTE: DESIGNATION OF POLICE ASSIGNMENTS TO THE POLICE CHIEF AND THE TOWN CLERK • TOWN MEETING PREVIEW • ASSIGNMENT OF MOTIONS
APRIL 21	PATRIOTS’ DAY HOLIDAY – APRIL 20		<ul style="list-style-type: none"> • NO MEETING
APRIL 28	ANNUAL TOWN MEETING	BOS MEETING AT 5:00 P.M.	<ul style="list-style-type: none"> •



**TOWN OF YARMOUTH
SELECT BOARD
PROJECTED 2026 AGENDA ITEMS**

***PLEASE NOTE: ALL ITEMS ARE TENTATIVE UNTIL POSTED ON AN AGENDA**

MEETING DATE		BUDGET SCHEDULE DUE DATES	REGULAR YSB AGENDA ITEMS
MAY 5			<ul style="list-style-type: none"> • HEARING: NEW AUTOMATIC AMUSEMENT – SCALLY’S, 585 ROUTE 28, WEST YARMOUTH • HEARING: NEW MALT/WINE PACKAGE STORE – JAYMART, 1282 ROUTE 28, SOUTH YARMOUTH • COMMUNICATION PLAN • UPDATE: PACKET LANDING RESILIENCY PROJECT • ANNUAL TOWN MEETING RECAP • (TENTATIVE) TOWN ADMINISTRATOR EVALUATION
MAY 12			<ul style="list-style-type: none"> • (TENTATIVE) PROCLAMATION: PUBLIC WORKS APPRECIATION WEEK
MAY 19	ANNUAL TOWN ELECTION		<ul style="list-style-type: none"> • NO MEETING
MAY 26	MEMORIAL DAY HOLIDAY – MAY 25		<ul style="list-style-type: none"> • NO MEETING
JUNE 9			<ul style="list-style-type: none"> • SWEARING IN OF ELECTED OFFICIALS • REORGANIZATION OF THE SELECT BOARD • DOG HEARING COMPLAINT AGAINST PETER BLEAU – MR./MRS. MICHAEL WEISBERG
JUNE 23			<ul style="list-style-type: none"> • (TENTATIVE) YARMOUTH SCHOLARSHIP COMMITTEE PRESENTATION OF SCHOLARSHIPS
JULY 7			<ul style="list-style-type: none"> •
SAT., JULY 18			<ul style="list-style-type: none"> • (TENTATIVE) SELECT BOARD GOALS – AT SIMPKINS’ SCHOOL RESIDENCES AUDITORIUM
JULY 21			<ul style="list-style-type: none"> •



**TOWN OF YARMOUTH
SELECT BOARD
PROJECTED 2026 AGENDA ITEMS**

**** PLEASE NOTE: ALL ITEMS ARE TENTATIVE UNTIL POSTED ON AN AGENDA***

MEETING DATE		BUDGET SCHEDULE DUE DATES	REGULAR YSB AGENDA ITEMS
AUGUST 11			•
AUGUST 25			•
SEPTEMBER 1			•
SEPTEMBER 15			• (TENTATIVE) HEARING: ANNUAL TAX CLASSIFICATION
OCTOBER 6			• (TENTATIVE) VOTE: TO APPROVE ELECTION WARRANT AND OLD KING'S HIGHWAY ELECTION MEETING WARRANT
OCTOBER 20			•
NOVEMBER 3			•
NOVEMBER 17			•
DECEMBER 1			•
DECEMBER 15			• (TENTATIVE) CAPITAL IMPROVEMENT PROGRAM (CIP) PRESENTATION



**TOWN OF YARMOUTH
SELECT BOARD
PROJECTED 2026 AGENDA ITEMS**

****PLEASE NOTE: ALL ITEMS ARE TENTATIVE UNTIL POSTED ON AN AGENDA***

MEETING DATE		BUDGET SCHEDULE DUE DATES	REGULAR YSB AGENDA ITEMS
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- POSSIBILITY OF HISTORICAL MUSEUM
- STATE REPRESENTATIVE/SENATOR UPDATE
- MASSDOT UPDATE – ROUTE 28 CONSTRUCTION PROJECT
- BRIEFING ON THE BILL TO EXTEND DEPOSIT TO NIPS IN BOTTLE BILL
- REVIEW OF USE OF TOWN PROPERTY PROCEDURES FOR EVENTS
- ECONOMIC DEVELOPMENT STRATEGY – ROUTE 28 CORRIDOR
- CHANGES TO REGIONAL AGREEMENT
- ELECTRONIC VOTING
- TRANSFER FEE FOR PROPERTY SALES OVER \$1MILLION – JULIAN CYR
- DISCUSSION OF LOTTERY FOR TECH SCHOOL
- DISCUSSION ON MANAGING PARKS AND BUILDINGS
- SHORT TERM RENTAL STUDY
- REGIONAL DISPATCH UPDATE
- REVIEW POLICY FOR ALCOHOL FOR PERMITTED EVENTS ON TOWN PROPERTY
- REGULATIONS FOR USE OF PARKERS RIVER LANDING
- PESTICIDE FORUM
- SAGAMORE BRIDGE UPDATE

**CONSENT
AGENDA
ITEMS**

From: Lisa McIntyre <Lamcintyre16@hotmail.com>
Sent: Monday, March 9, 2026 3:22 PM
To: Whritenour, Robert; seselectmen@yarmouth.ma.us; Florio, Mary Alice
Subject: Taylor-Bray 2026 Farmers Market
Attachments: Application for Use of Town Property.pdf; Yarmouth Bray Farm COI 4.15.25.pdf; Map Farmers Market 2026.pdf; 2026 Vendor Letter.docx; 2026 Vendor Guidelines.docx; 2026 Vendor Application.pdf

Attention!: This email originates outside of the organization. Do not open attachments or click links unless you are sure this email is from a known sender and you know the content is safe. Call the sender to verify if unsure. Otherwise delete this email.

Dear Town Administrator Whritenour , Members of the Selectboard and Mary Alice,

On behalf of the Taylor-Bray Farm Preservation Association, I would like to extend our sincere thanks to the Town of Yarmouth for the opportunity to host the Taylor-Bray Farmers Market during the 2025 season. With the town's support and cooperation, the market was a wonderful success and brought together local farmers, food producers, artisans, and families in a welcoming community setting on the historic grounds of Taylor-Bray Farm.

The response from the community was overwhelmingly positive. Residents and visitors alike appreciated the opportunity to connect directly with local producers, support Cape Cod agriculture, and experience the unique setting of the farm. The market also complemented the farm's mission of education, historic preservation, and community engagement.

Based on the strong interest from both vendors and the public, we are pleased to submit our proposal for the 2026 season. The primary change from last year's market is a transition to a weekly Sunday market schedule running from May 24 through September 20, 2026, from 9:00 AM to 12:00 PM.

The site plan and hours of operation will remain the same as previously approved, accommodating up to 20 vendors, and the layout will continue to ensure safe access, parking flow, and appropriate spacing. All participating vendors will continue to comply with the Town of Yarmouth's permitting requirements, including all applicable Board of Health regulations, town licensing, and food safety standards.

We are grateful for the town's continued partnership and support as we work to build a vibrant local market that highlights Cape Cod agriculture and small businesses while serving the residents and visitors of Yarmouth.

I have attached all documents that were requested and reviewed during last year's approval process for your consideration. Should you have any further questions or require additional information, please do not hesitate to contact me.

Thank you again for your support and for the opportunity to continue this program. We look forward to another successful season!

With appreciation,

Lisa McIntyre

774-212-5762

Taylor-Bray Farm Preservation Association



TOWN OF YARMOUTH APPLICATION FOR USE OF TOWN-OWNED PROPERTY

Applicant Lisa McIntyre

Affiliation or Group Taylor-Bray Farm Preservation Association

Telephone Number 774-212-5762 (cell)
774-251-1869 (farm)

Mailing Address P.O. Box 66
Yarmouth Port, MA 02675

Email Address: Lamcintyre16@hotmail.com/Tbfarmmarket@gmail.com

Town Property to be used (Include specific area): Taylor-Bray Farm, 108 Bray Farm Rd. N, Yarmouth Port, MA 02675

Describe Use and purpose: A Farmers market featuring local Cape Cod farmers and vendors selling vegetables, produce, meat, seafood, and artisan products

Beginning Date and Time of Event: Sunday, May 24, 2026 9am - 12pm

Ending Date and Time of Event: Sunday, September 20, 2026 9am - 12pm

Date and Time you need Location for Set Up: N/A

Total Guests/Participants Expected: TBD

Will alcohol be served? Yes No

Will a fee be charged? Yes No

Amount(s): \$ _____

Will an auction or raffle be held? Yes No

Will signs/banners be posted? Yes No

Will Traffic Control be needed? Yes No

Will music/amusement devices be at event? Yes No

Will tents be erected? Yes No

Will sanitary facilities be provided? Yes No

Will food be served or sold? Yes No

If Yes to food, please describe where food is being prepared and what is being served _____

Vegetables, beverages, fruit, eggs, herbs, meat, seafood, baked goods & honey : food will be prepared by kitchens approved by the Yarmouth Board of Health

IMPORTANT

Certificate of liability insurance must be submitted to cover the event prior to granting permission for use of Town property.

Action by Town Administrator:

_____ Approved as submitted

_____ Approved with the following condition(s): _____

_____ Disapproved for the following reasons: _____

Town Administrator's Signature Date

MIIA PROPERTY AND CASUALTY GROUP, INC.

CERTIFICATE OF INSURANCE

DATE(MM/DD/YYYY)

9/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE CONTRACTS BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the contract(s) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

INSURED Town of Yarmouth Town Hall, 1146 Route 28 South Yarmouth, MA 02664	PRODUCER MIIA Member Services Department 530, P.O. Box 4106 Woburn, MA 01888-4106
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COVERAGES **CERTIFICATE NUMBER: 24** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT CONTRACTS OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE CONTRACT 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 CONTRACTS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH CONTRACTS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	CONTRACT NUMBER	CONTRACT EFF (MM/DD/YYYY)	CONTRACT EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <hr/> <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER LOCATION	<input type="checkbox"/>	YAR00062-04-25	7/1/2025	7/1/2026	Each Occurrence \$1,000,000 Damage To Rented Premises (Ea occurrence) \$300,000 Med Exp (Any one person) \$15,000 Personal & Adv Injury \$1,000,000 General Aggregate \$3,000,000 Products - Compl/Op Agg \$3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS <input type="checkbox"/> OCCUR CLAIMS-MADE	<input type="checkbox"/>				EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER INCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			EL EACH ACCIDENT EL DISEASE - EA EMPLOYEE EL DISEASE - POLICY LIMIT
A		<input type="checkbox"/>				

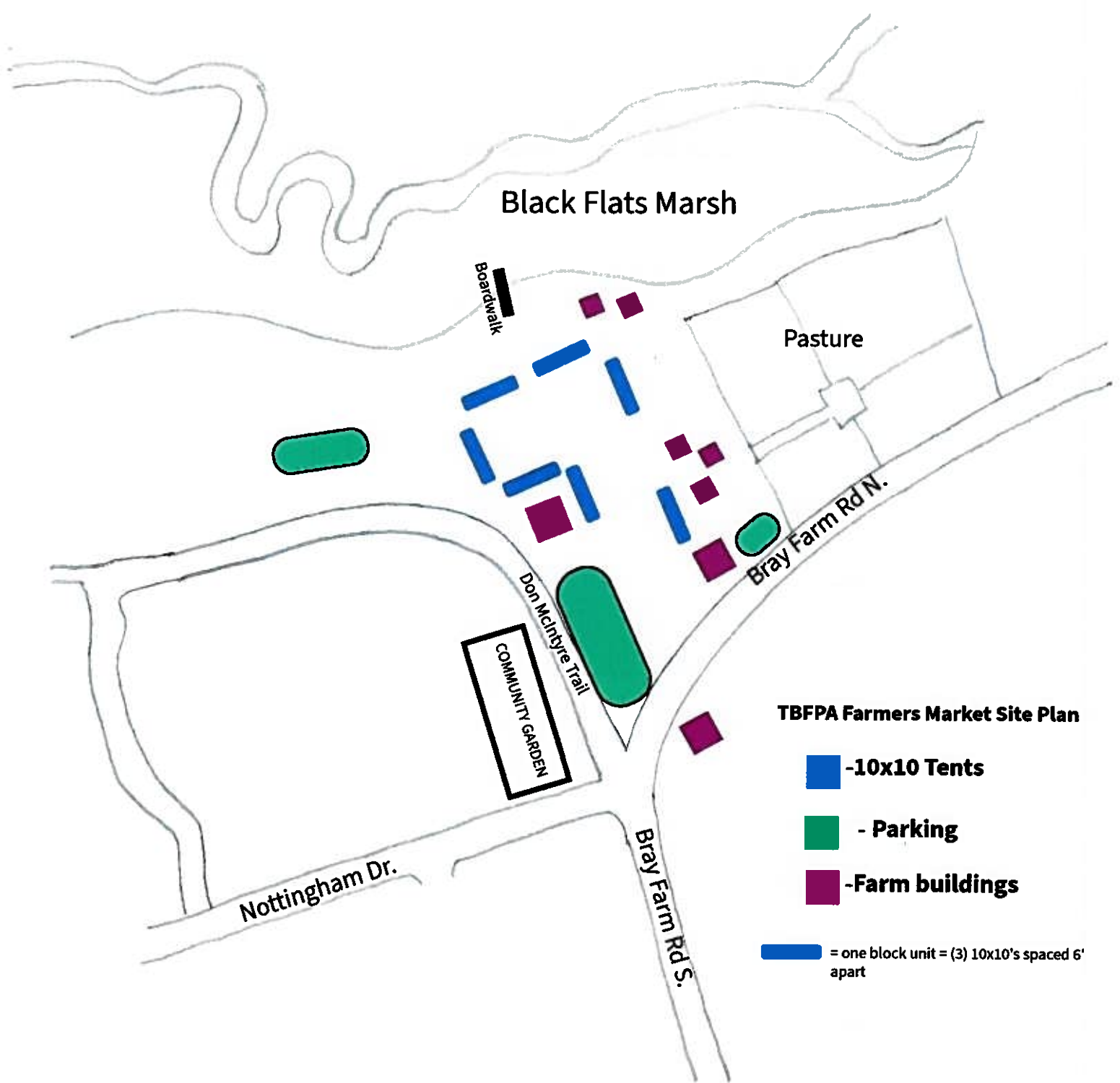
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is listed as an additional insured with respects to fundraising activities.

Limit of liability: \$100,000

Policy terms, conditions and exclusions apply.

CERTIFICATE HOLDER BRAY FARM ASSOCIATION 108 BRAY FARM ROAD NORTH YARMOUTHPORT, MA 02675	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED CONTRACTS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	---



Black Flats Marsh

Pasture

Boardwalk

Bray Farm Rd N.

COMMUNITY GARDEN

Don McIntyre Trail

Nottingham Dr.


Bray Farm Rd S.

TBFPA Farmers Market Site Plan

 -10x10 Tents

 - Parking

 -Farm buildings

 = one block unit = (3) 10x10's spaced 6' apart



Taylor-Bray Farm Preservation Association

Bringing the Best of Cape Cod's Harvest to You!



Dear Friends and Community Members,

We are excited to announce the 2026 season of the **Farmers Market at Taylor-Bray Farm**, a celebration of local agriculture, community, and the vibrant spirit of Cape Cod!

Connecting Community with Cape Cod Producers

Our goal is to create an opportunity for visitors and residents to connect with the people who grow and supply products on Cape Cod. We welcome local farmers providing meat, seafood, produce, horticulture, artisan-made foods, and products sourced from Cape farms and using Cape-sourced resources.

About Taylor-Bray Farm

Taylor-Bray Farm, located in Yarmouth Port, is a picturesque 23-acre property overlooking the scenic Black Flats Marsh. The farm features a beautifully restored farmhouse and barn, resident farm animals, and expansive open spaces. It is already a favorite destination for the local community and visitors alike. With enthusiastic support from the Town of Yarmouth and the Taylor-Bray Farm Preservation Association, it is an ideal and inviting setting for a farm market.

Market Schedule

This year, the market will be held on eighteen (18) Sundays, starting May 24th and ending September 20th.

Event Details

Event Details: Rain or Shine

Location: Taylor-Bray Farm, 108 Bray Farm Road North, Yarmouth Port, MA 02675

*Dates: Sundays 5/24, 5/31, 6/7, 6/14, 6/21, 6/28, 7/5, 7/12, 7/19, 7/26,
8/2, 8/9, 8/16, 8/23, 8/30, 9/6, 9/13, 9/20*

Time: 9:00 AM – 12:00 PM (vendor setup 8-9 AM)

Vendor Opportunities

The market will host a dedicated group of full-time vendors and will also welcome drop-in vendors, based on space and availability. Educational and non-profit groups (such as educators, Master Gardeners, local authors, sustainable living, and community organizations) are invited to share their expertise and promote Cape Cod's growth and prosperity. These spaces are limited, offered free of charge, and require prior approval from the TBF Market Manager.

There will be space for 20 local vendors, with assignments managed by the Market Manager.

Fees and Application

Full Market Fee: \$350 for 18 markets

Half-Market Fee: \$190 for 9 markets

Drop-in Fee: \$25 per market (subject to space and availability)

Please submit completed applications by April 30th.

Join Us!

Your involvement plays a key role in ensuring that our market offers a rich selection of locally sourced goods for everyone in the community to enjoy. We are excited to welcome you to the historic Taylor-Bray Farm, where local farmers, growers, fishermen, and artisans will come together to showcase and share the abundance that Cape Cod has to offer.

Contact Information

For vendor inquiries or additional information, please contact us at tbfarmmarket@gmail.com or Lisa McIntyre at 774-212-5762.

Warm Regards,

Lisa McIntyre & Michael Harris-Warren

Taylor-Bray Farmers Market

Vendor Information

Guidelines and Details 2026

Our Mission

The Taylor-Bray Farmers Market proudly supports Cape Cod agriculture, local fisheries, artisan food producers, horticulturists, artisans and sustainably sourced goods. Our mission is to strengthen the Cape Cod local economy, support environmentally responsible practices, preserve the integrity of producer-only markets and provide a welcoming community-centered environment reflective of Taylor-Bray Farm's centuries-old agricultural heritage and traditions.

Benefits for Vendors and Community

Participating vendors receive valuable exposure within a supportive local community. In turn, residents and visitors gain access to fresh, sustainable products and distinctive artisan goods, all originating from the Cape. This collaboration enhances both the vendors' experience and the community's access to quality, locally produced items.

Market Schedule and Location

Location: Taylor-Bray Farm
108 Bray Farm Rd North
Yarmouth Port, MA 02675

Market dates/time for the 2026 Season:

The market will take place every Sunday, rain or shine, from 9:00 AM to 12:00 PM. Vendor setup is from 8:00 AM to 9:00 AM. The scheduled market dates are as follows:

- May 24, 31
- June 7, 14, 21, 28
- July 5, 12, 19, 26
- August 2, 9, 16, 23, 30
- September 6, 13, 20

Vendor Requirements and Regulations

To ensure that the market operates in a successful, safe, and positive manner, all vendors are required to follow the established guidelines and regulations set by the Town of Yarmouth and the Yarmouth Board of Health. Adherence to these standards helps maintain a welcoming environment for everyone involved.

1. We welcome local farmers offering meat, seafood, and produce grown on Cape Cod, as well as vendors with artisan-made foods, horticulture, and eco-friendly products produced on the Cape. The resale of products from outsourced suppliers is strictly prohibited. All vendors must be the producers of the goods they sell.
2. All vendors must provide their own tent or canopy (maximum size 10x10) or umbrella, which must be sturdy, clean, and well-maintained. Any tent or canopy used for open flame or cooking must be fire-retardant certified, have a fire extinguisher, and comply with Town of Yarmouth regulations. Open flame or on-site cooking requires prior approval from the Market Manager.
3. All vendors will follow Good Agricultural Practices(GAP) to ensure the safety of all food during growing, handling, packaging, and distribution.
4. Vendors selling processed or potentially hazardous food such as meats, seafood, cheese, jams, baked goods, and eggs—must adhere to safe handling and transport standards, obtain a permit from the Yarmouth Board of Health, and provide a copy to the Market Manager. These vendors are also required to have a current Serv Safe Certificate.
5. Any vendor selling produce by weight must use an approved scale with a current seal from the local Weights and Measures department. Pre-packaged foods must list the approximate weight.
6. Certified organic producers are encouraged to label their products accordingly.
7. All vendors must display clear "Potential Allergen" signage visible to customers.
8. All items for sale must be clearly marked with prices. Vendors participating in WIC and SNAP/EBT programs must display the appropriate signage.
9. Samples must be offered in individual paper containers with disposable utensils.
10. Vendors are encouraged to carry liability insurance. Depending on the products sold, liability insurance may be required, and a certificate must be provided upon request.
11. Foods or goods for consumption must be made in a commercially certified kitchen. The business name and physical address of the kitchen must be submitted to the Market Manager and compliant with Yarmouth Board of Health requirements.

12. A bathroom with a hand-washing station, water, hand sanitizer, paper towels, and a trash receptacle will be available at the farm.
13. The market operates rain or shine, and we rely on each vendor's commitment to maintain its lively atmosphere. If you need to be absent, please inform the Market Manager at least one week in advance; kindly note that missed market dates are typically non-refundable.
14. Full Season: \$350 (18 markets).
Bi-Weekly: \$190 (9 markets)
Drop-in: \$25 per market (space permitting)

Application and Payment Submission

By mail: Please include the completed Farmers Market Application and a check (payable to Taylor-Bray Farm Preservation Association) to the following address:

Taylor-Bray Farm Preservation Association
Attn: Farm Market
P.O. Box 66
Yarmouth Port, MA 02675

By e-mail: Tbfarmmarket@gmail.com

Completed applications and payments must be received by April 30, 2026

****Food Vendors:** All permits and payments required by the Town of Yarmouth/Health Department must be submitted to the town directly, please do not include them with the Farmers Market Application & Fee. ****** See attached sheet for application and more information

TAYLOR-BRAY FARM



2026 VENDOR APPLICATION

FARMERS MARKET

Please select one: Full Market (18) \$350
Half Market (9) \$190
Drop-in \$25 per market

VENDOR: _____ FARM/BUSINESS
 NAME _____
 ADDRESS _____
 ADDRESS(Mailing) _____
 PHONE: _____ CELL: _____
 EMAIL: _____ WEBSITE: _____
 FACEBOOK: _____ INSTAGRAM: _____

CONTACT PERSON RESPONSIBLE FOR COMMUNICATIONS WITH TBFPA FARM MANAGER AND TOWN OF YARMOUTH OFFICIALS:

NAME _____ PHONE _____

If you are a Half-Market Vendor please indicate the weeks you would like to participate:

- May 24, June 7, June 21, July 5, July 19. August 2, August 16, August 30, Sept 13
- May 31, June 14, June 28, July 12, July 26, August 9, August 23. Sept 6, Sept 20

If you are a Drop-in vendor please indicate the weeks you would like to participate:

- | | | | | |
|---------------------------------|----------------------------------|----------------------------------|------------------------------------|----------------------------------|
| <input type="checkbox"/> May 24 | <input type="checkbox"/> June 7 | <input type="checkbox"/> July 5 | <input type="checkbox"/> August 2 | <input type="checkbox"/> Sept 6 |
| <input type="checkbox"/> May 31 | <input type="checkbox"/> June 14 | <input type="checkbox"/> July 12 | <input type="checkbox"/> August 9 | <input type="checkbox"/> Sept 13 |
| | <input type="checkbox"/> June 21 | <input type="checkbox"/> July 19 | <input type="checkbox"/> August 16 | <input type="checkbox"/> Sept 20 |
| | <input type="checkbox"/> June 28 | <input type="checkbox"/> July 26 | <input type="checkbox"/> August 23 | |
| | | | <input type="checkbox"/> August 30 | |

Applications and payments can be mailed to:

TBFPA/FARMERS MARKET
P.O. Box 66
Yarmouth Port, MA 02675

Applications must be received by April 30, 2026

PROCESSED FOODS, MEATS & OTHER GOODS

PLEASE LIST ALL PRODUCTS YOU INTEND TO SELL AND OR MAKE:

THE ABOVE IS A LIST OF PROCESSED FOODS/GOODS THAT I WILL PRODUCE AT MY PERMITTED COMMERCIAL KITCHEN (PLEASE PROVIDE THE BUSINESS NAME & PHYSICAL ADDRESS OF THE KITCHEN HERE:

I HAVE ALSO ATTACHED A COPY OF MY FOOD SERVICE RETAIL PERMIT ISSUED BY THE YARMOUTH BOARD OF HEALTH.

VENDOR SIGNATURE _____

WILL YOU BE PROVIDING SAMPLES?

YES

NO

IF YES, PLEASE EXPLAIN METHOD OF SERVING:

Department	Comments/Conditions Permits/Inspections Required
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Building	
----------	--

DPW	03/10/2026 Email - J.Colby -No concerns
-----	--

Golf	
------	--

Historic Commission/ OKH/ HSOY	03/10/2026 Email - L.Sherman -No issues
---	--

Licensing	
-----------	--

Police	
--------	--

Senior Services	
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Department	Comments/Conditions Permits/Inspections Required
------------	---

Conservation	
--------------	--

Fire	03/09/2026 Email - M.Bearse -No issue with Event -any temp. cooking operations would require inspection by Fire Dept. If propane used, permit may be required
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Health	03/10/2026 Email - P.Renaud -All food vendors must be licensed and inspected by Health
--------	--

Library	
---------	--

Natural Resources	
----------------------	--

Recreation and Beach	
----------------------------	--

Town Clerk	
------------	--



ROTARY CLUB OF YARMOUTH

P.O. BOX 448, S. YARMOUTH, MA 02664
WWW.YARMOUTHROTARY.ORG

CONSENT AGENDA

Town of Yarmouth
Select Board
1146 Route 28
South Yarmouth, MA 02664

March 25, 2026

Rotary Club of Yarmouth - Foundation
PO Box 448
South Yarmouth, MA 02664

Dear Mr. Whritenour, Yarmouth Select Board,

I am writing to formally notify the Yarmouth Select Board of the intent to donate a US Flag, flagpole and lighting, including all labor and equipment to be erected at the Parkers River Landing. The cost of the project will be in the order of \$8,000.00 to the Department of Public Works. The purpose of this donation is to support the effort to create a location for our US Flag to be prominently displayed for all who you visit this new recreation space.

In accordance with municipal policies and state regulations governing the acceptance of gifts and donations, I respectfully request that the municipality review and approve this contribution so it may be formally accepted into use by the Town of Yarmouth.

Donation Details:

Donor: Rotary Club of Yarmouth
Estimated Value: \$8,000

Donation Description: Installation US Flag
Purpose/Benefit: see statement above

No goods, services, or special considerations have been requested or will be provided in exchange for this donation. Should the municipality require additional information or documentation to support your review, I would be happy to provide it promptly.

Thank you for your time and consideration. I look forward to your approval and to supporting the ongoing work of the Town of Yarmouth.

Sincerely,

James Seymour

President Yarmouth Rotary Foundation

7748360980

jseymour@capeveterans.com

THE FOUR-WAY TEST "Of the things we think, say or do"

1st Is it the TRUTH? 2nd Is it FAIR to all concerned? 3rd Will it build GOODWILL and BETTER FRIENDSHIPS? 4th Will it be BENEFICIAL to all concerned?

INFORMATION ITEMS

April Awareness & Community Engagement

As part of Public Health, the **Town of Yarmouth Health Department's mission** is to promote the health and well-being of the Yarmouth community. Through monthly awareness initiatives, we strive to share helpful information, support one another, and encourage neighbors to look-out for one another.

National Public Health Week

April 6–12, 2026

Join us in celebrating **National Public Health Week!** This week is an opportunity to recognize the public health professionals who show up for our communities every day and to advocate for policies and practices that promote good health for all.

Throughout the month of April, we will be highlighting members of the Yarmouth Health Department. This information will be shared on the Bulletin Board located at Town Hall.

One way to get involved is by attending a Board of Health meeting and making your voice heard. Public health agencies provide essential services, but meaningful change happens with community involvement — we rely on YOU.

Throughout the month of April, we will also be highlighting Yarmouth Police Department's Start By Believing Campaign. The global campaign transforms the way we respond to sexual assault, domestic violence, and child sexual abuse.

Sexual Assault Awareness Month – April

As part of our April awareness efforts, the Yarmouth Health Department is proud to collaborate with the **Yarmouth Police Department Victim Advocates** to raise awareness about sexual assault, support survivors, and share available resources.

A key focus of Sexual Assault Awareness Month is education and prevention. Throughout April, we aim to raise awareness by promoting:

- Practicing and encouraging thoughtful, respectful conversations (*e.g., asking before physical contact or sharing a photo online*)
- Supporting survivors with compassion and belief
- Using our voices to reduce the stigma surrounding sexual assault

Community Events & Activities

Yarmouth Police Cruiser Display

A Yarmouth Police cruiser designed in support of Sexual Assault Awareness will be parked outside **Town Hall** from **April 1 through April 7th**. Community members are encouraged to stop by, take a photo, and help spread awareness. Please send photos to sray@yarmouth.ma.us.

Sexual Assault Awareness Month (SAAM) Day of Action – Tuesday April 7th, 2026

Wear teal ribbons/teal clothing to support survivors! Take photos, share on social media, and send to sray@yarmouth.ma.us.

Educational Videos – Monday April 13th, 2026

Two brief educational videos (approximately 10 minutes total) will be shown throughout the day in the Town Hall Hearing Room at the following times: **10:00 a.m. | 11:00 a.m. | 12:00 p.m. | 1:00 p.m. | 2:00 p.m.**

Videos include:

- *Start by Believing*
- *End Violence Against Women International: Why We're Here (Our Story)*

These videos are informational and non-graphic but may be sensitive for some viewers. Attendees are encouraged to watch at their own pace and may step out at any time.

The community is invited to stop in, view the videos, and sign a pledge in support of survivors. Pledges will be available in the Hearing Room and may be placed in the collection box located outside the room. All signed pledges will be provided to the **Yarmouth Police Department** for submission to **End Violence Against Women International (EVAWI)**.

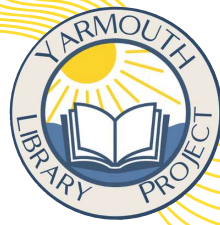
Resources Available

Informational materials will be available on the bulletin board and at the information table located downstairs at Town Hall.

Yarmouth Police Department Victim Advocates can be reached at: 508-775-0445 Ext. 2189 + Ext. 2181.



Help Shape Yarmouth's New Library Building!



Information

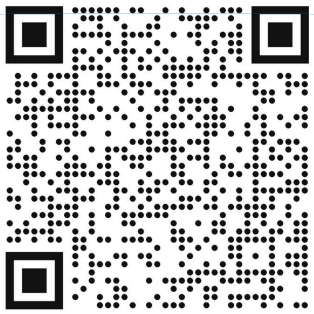
The Library Building Committee invites the public to attend

COMMUNITY MEETING

Thursday, April 9
6:00 - 8:00 p.m.

Yarmouth Senior Center

528 Forest Rd
West Yarmouth



Learn about the
Library Building Project and
enjoy a peek behind the scenes!

GET INVOLVED!

To view upcoming public meetings and learn more about the Library Building Project in preparation for Annual Town Meeting, scan the QR code or visit:
www.yarmouth.ma.us/2160/Library-Building-Project

The Conservation Division and
the Department of Public Works presents

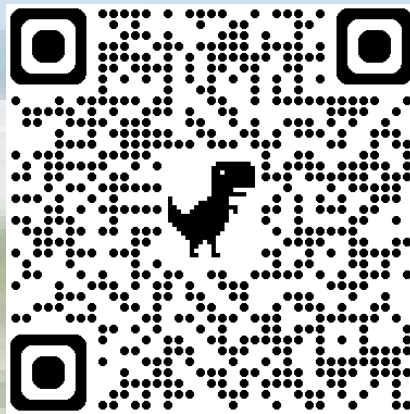
Yarmouth Community Cleanup Day

Saturday, April 25th, 2026

Rain or shine!

Volunteer for the spring community clean-up.
Bring gloves if you have them.

Meet in front of Yarmouth Town Hall, 1146 Route
28, between 8am and 10am to get your supplies
and check in.



Sign up by scanning the code!
or at yarmouth.ma.us/2090/Cleanup-Day

As a Thank You to our volunteers,
coffee, cold brew, and tea will be available from

[Press Ahead Coffee](#)

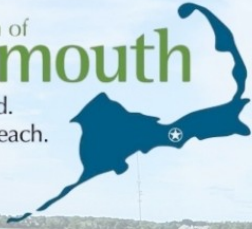
Bring a reusable mug!



INFORMATION

Town of
Yarmouth

Cape Cod.
Within Reach.



Coastal Resiliency in Action. Witness the transformation of the former Drive-In site into a thriving, sustainable coastal park.

- **Grand Opening Ceremony: 10:30 AM**
- **Followed by Boardwalk Ribbon Cutting**

COASTAL RESILIENCY FAIR &



PARKER'S RIVER LANDING GRAND OPENING!

Saturday, May 2, 2026

10 AM to 3 PM

669 Route 28,
West Yarmouth, MA



Park at Seagull Beach – Shuttle Provided

✓ Food Trucks

✓ Kids Games

✓ Crafters

Guided Habitat
Tours

Touch-a-Truck

Face Painting

Environmental
Experts



we want you!

We're Hiring

Interested in getting involved with the Town?

The Town of Yarmouth has both paid and unpaid opportunities!

Scan to review and apply for a paid position here



Scan to complete a talent bank form to volunteer here:

