



RECEIVED  
TOWN OF WELFLEET

2016 NOV 18 PM 2:11

## Board of Selectmen

**The Wellfleet Board of Selectmen will hold a public meeting on Tuesday, November 22, 2016 at 6:00 p.m. at the Wellfleet Senior Center, 715 Old Kings Highway, Wellfleet, MA 02667. It is anticipated that the meeting will be recorded by the Town. Anyone else desiring to record the meeting may do so only after notifying the chair and may not interfere with the conduct of the meeting in doing so.**

### **I. Executive Session (6:00 PM, Conference Room)**

Pursuant to G.L. c. 30A, §21(a)(3), to discuss strategy with respect to collective bargaining and litigation if the Chair declares that an open meeting may have a detrimental effect on the Town's bargaining and litigating position, the Board will review the current status and strategy recommendations with Town Counsel with regard to the matters listed below:

#### **A. Litigations**

- 1) Building Inspector v. Thomas, Damon, Barnstable Superior Court, C.A. No. BACV2006 - 80 Avery Road
- 2) Tesson, Ernest E. and Katherine L. v. Town of Wellfleet, Land Court No. 92 REG 42904 – West Main Street
- 3) Cumberland Farms, Inc. v. Jacob, et al. (Board of Appeals and Town), Land Court C.A. No. 12 MISC 459503-KCL- Route 6
- 4) Ziering, Ira v. Brownies Cabin Condominium Trust et al., Land Court C.A. No. 13 MISC 481050-RBF – Aaron Rich Road
- 5) Pike, Dave v. Town of Wellfleet, MCAD Docket No. 15NEM00220
- 6) Valli, Brent v. Town of Wellfleet, MCAD Docket No. 12NPA00767
- 7) Town of Wellfleet v. Valli, Brent, Barnstable Superior Court, C.A. No. BACV2013-00067
- 8) Magida, Martin, et al. v. Planning Board and Habitat For Humanity, Barnstable Superior Court, C.A. No. 1572CV00340 - Old King's Highway
- 9) Magida, Martin, et al. v. Board of Appeals, et al. (II), Orleans District Court, C.A. No. 1626CV
- 10) Coady, Janice v. Board of Appeals of the Town of Wellfleet, et al., Land Court Docket No. 16 MISC 000004 – 195 Samoset Street
- 11) DPW Union (ULP - Alleged Direct Dealing), Department of Labor Relations, MUP-16-5179

#### **B. Discussion of WEA and Police Union negotiation strategies**

### **II. Adjournment of the executive session and reconvene in open session**

**OPEN SESSION (7:00 PM, Great Pond Room)**

- III. Announcements, Open Session and Public Comment [7:00]** *Note: Public comments must be brief. The Board will not deliberate or vote on any matter raised solely during Announcements & Public Comment.*
- IV. Public Hearing(s) [7:05] - NONE**
- V. Licenses**
- A. Liquor License Renewals:** Bookstore & Restaurant; The Wagner at Duck Creek; Marconi Beach Restaurant; Seaside Liquors; Wellfleet Marketplace; Finely JP's; Wellfleet Mobil; The Wicked Oyster; Wellfleet Harbor Actor's Theater; PB Boulangerie Bistro; Wellfleet Preservation Hall; JB's Pizza Bar & Grill; Blackfish Variety
  - B. Common Victualers Business License Renewals:** Blackfish Variety; Boathouse Fish Market; Bob's Sub & Cone; Box Lunch; Bocce Italian Grill; Catch of the Day; Cumberland Farms; Even'tide; Express Mart; Flying Fish Café; Hatch's Fish Market; JB's Pizza Bar & Grill; Lighthouse Restaurant; Mac's Seafood Takeout; Moby Dick's; PJ's Family Restaurant; South Wellfleet General Store; Van Rensselaer's; Wellfleet Beachcomber; Wellfleet Marketplace; Wellfleet Motel & Lodge; Winslow's Tavern
  - C. Automatic Amusement License Renewal:** Bob's Sub & Cone
  - D. Weekday Entertainment License Renewal:** Bocce Italian Grill; Flying Fish Café; Van Rensselaer's; Wellfleet Beachcomber; Winslow's Tavern
- VI. Appointment/Reappointment Request(s)**
- A.** Anne E. Freyss to Historical Commission with term ending June 30, 2017 [ 1 vacancy]
  - B.** Lew Schwartz to Cultural Council with term ending June 30, 2019 [2 vacancies]
- VII. Use of Town Property**
- A.** Elizabeth McKeon & Nathan Paoletta to use Mayo Beach on September 9, 2017, 4 pm-5 pm for a wedding ceremony; Use fee due \$100.
  - B.** Della Spring to use Mayo Beach Tuesdays & Thursdays from mid-June to mid-September in 2017 from 8:30 am to 9:45am for yoga classes. Event Fee and conditions TBD.
  - C.** Challenger Sports to use Baker's Field for soccer camp, August 21-August 25, 2017; Event Fee and condition TBD.
- VIII. Business**
- A.** Review of the Shellfish Department Budget
  - B.** Review and approval of 2017 Board of Selectmen Meeting Calendar
  - C.** Senior Citizen Property Tax Work-Off Policy (127) – Increase from \$1,000 to \$1,500 the maximum abatement a taxpayer over 60 years old may earn each fiscal year.
  - D.** Gull Pond Road Local Initiative Program Regulatory Agreement Release [E. McIlroy]
  - E.** Vote to authorize TA to sign Notice of Award of Police Station Renovation to General Contractor
  - F.** Vote to sign and send a letter of support to our legislative State and Federal delegation supporting the need for the Army Corps to fund and dredge the Federal channel.
- IX. Town Administrator's Report**
- X. Topics for Future Discussions**
- XI. Correspondence and Vacancy Report**
- XII. Minutes [October 25]**
- XIII. Adjournment**

November 22, 2016

Liquor License Renewals:

- Bookstore & Restaurant
- The Wagner at Duck Creek
- Marconi Beach Restaurant
- Seaside Liquors
- Wellfleet Marketplace
- Finely JP's
- Wellfleet Mobil
- The Wicked Oyster
- Wellfleet Harbor Actor's Theater
- PB Boulangerie Bistro
- Wellfleet Preservation Hall
- JB's Pizza Bar & Grill
- Blackfish Variety

Use of Town Property:

- Elizabeth McKeon & Nathan Paoletta Mayo Beach September 9, 2017 4pm-5pm
- Della Spring Mayo Beach Tuesdays & Thursdays Mid June – Mid September 8:30am-9:45am
- Challenger Sports Baker's Field August 21-25

Business License Renewals

- |                                 |        |
|---------------------------------|--------|
| • Blackfish Variety             | cv     |
| • Boathouse Fish Market         | cv     |
| • Bob's Sub & Cone              | cv, aa |
| • Bocce Italian Grill           | cv, we |
| • Box Lunch                     | cv     |
| • Catch of the Day              | cv     |
| • Cumberland Farms              | cv     |
| • Even'tide                     | cv     |
| • Express Mart                  | cv     |
| • Flying Fish Café              | cv, we |
| • Hatch's Fish Market           | cv     |
| • JB's Pizza Bar & Grill        | cv     |
| • Lighthouse Restaurant         | cv     |
| • Mac's Shack                   | cv     |
| • Mac's Seafood Takeout         | cv     |
| • Moby Dick's                   | cv     |
| • PJ's Family Restaurant        | cv     |
| • South Wellfleet General Store | cv     |
| • Van Rensselaer's              | cv, we |
| • Wellfleet Beachcomber         | cv, we |
| • Wellfleet Marketplace         | cv     |
| • Wellfleet Motel & Lodge       | cv     |
| • Winslow's Tavern              | cv, we |



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, November 1, 2016

V

### A.LICENSING – LIQUOR LINCENSE RENEWALS

<b>REQUESTED BY:</b>	Bookstore & Restaurant; The Wagner at Duck Creek; Marconi Beach Restaurant; Seaside Liquors; Wellfleet Marketplace; Finely JP's; Wellfleet Mobil; The Wicked Oyster; Wellfleet Harbor Actor's Theater; PB Boulangerie Bistro; Wellfleet Preservation Hall; JB's Pizza Bar & Grill; Blackfish Variety
<b>DESIRED ACTION:</b>	Approve liquor license renewal applications
<b>PROPOSED MOTION:</b>	I move to approve the liquor license renewal applications for Bookstore & Restaurant; The Wagner at Duck Creek; Marconi Beach Restaurant; Seaside Liquors; Wellfleet Marketplace; Finely JP's; Wellfleet Mobil; The Wicked Oyster; Wellfleet Harbor Actor's Theater; PB Boulangerie Bistro; Wellfleet Preservation Hall; JB's Pizza Bar & Grill; Blackfish Variety
<b>ACTION TAKEN:</b>	
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



## BOARD OF SELECTMEN

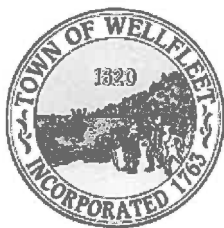
### AGENDA ACTION REQUEST

Tuesday, November 1, 2016

V

## B. LICENSING – COMMON VICTUALERS LINCENSE RENEWALS

<b>REQUESTED BY:</b>	Blackfish Variety; Boathouse Fish Market; Bob's Sub & Cone; Box Lunch; Bocce Italian Grill; Catch of the Day; Cumberland Farms; Even'tide; Express Mart; Flying Fish Café; Hatch's Fish Market; JB's Pizza Bar & Grill; Lighthouse Restaurant; Mac's Seafood Takeout; Moby Dick's; PJ's Family Restaurant; South Wellfleet General Store; Van Rensselaer's; Wellfleet Beachcomber; Wellfleet Marketplace; Wellfleet Motel & Lodge; Winslow's Tavern
<b>DESIRED ACTION:</b>	Approve CV license renewal applications
<b>PROPOSED MOTION:</b>	I move to approve the Common Victualers license renewal applications for Blackfish Variety; Boathouse Fish Market; Bob's Sub & Cone; Box Lunch; Bocce Italian Grill; Catch of the Day; Cumberland Farms; Even'tide; Express Mart; Flying Fish Café; Hatch's Fish Market; JB's Pizza Bar & Grill; Lighthouse Restaurant; Mac's Seafood Takeout; Moby Dick's; PJ's Family Restaurant; South Wellfleet General Store; Van Rensselaer's; Wellfleet Beachcomber; Wellfleet Marketplace; Wellfleet Motel & Lodge; Winslow's Tavern
<b>ACTION TAKEN:</b>	
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, November 1, 2016

V

### C. LICENSING – AUTOMATIC AMUSEMENT LINCENSE RENEWALS

<b>REQUESTED BY:</b>	Bob's Sub & Cone Tavern
<b>DESIRED ACTION:</b>	Approve AA license renewal applications
<b>PROPOSED MOTION:</b>	I move to approve the Automatic Amusement license renewal applications for Bob's Sub & Cone.
<b>ACTION TAKEN:</b>	
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, November 1, 2016

V

### D. LICENSING – WEEKDAY ENTERTAINMENT LINCENSE RENEWALS

<b>REQUESTED BY:</b>	Bocce Italian Grill; Flying Fish Café; Van Rensselaer's; Wellfleet Beachcomber; Winslow's Tavern
<b>DESIRED ACTION:</b>	Approve Weekday Entertainment license renewal applications
<b>PROPOSED MOTION:</b>	I move to approve the Weekday Entertainment license renewal applications for Bocce Italian Grill; Flying Fish Café; Van Rensselaer's; Wellfleet Beachcomber; Winslow's Tavern.
<b>ACTION TAKEN:</b>	
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, November 1, 2016

# VI

### A. APPOINTMENTS/REAPPOINTMENTS

<b>REQUESTED BY:</b>	Anne E. Freys
<b>DESIRED ACTION:</b>	Fill a vacancy on the Historical Commission to the end of an unexpired term.
<b>PROPOSED MOTION:</b>	I move to appoint Anne E. Freys to the Recreation Committee with term ending June 30, 2017.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____





**TOWN OF WELLFLEET**  
**APPLICATION FOR TOWN BOARDS & COMMITTEES MEMBERSHIP**

Wellfleet depends on its citizens to carry out many of our government's activities. Your community needs your help. *Please volunteer.*

FILL OUT THE FORM BELOW and mail or bring it to:

Wellfleet Selectmen's Office, Town Hall, 300 Main Street, Wellfleet, MA 02667

☐ Name Anne E. Freyss Date 11-7-2016

Mailing Address 26 Hamblen Farm Rd.  
Wellfleet, MA 02667

Phone (Home) 508-349-9718 (cell) \_\_\_\_\_

E-mail aefreyss@verizon.net

☐ Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: pft @ Town Hall Administration

and Assessors' Offices for 15 years + currently  
employed @ Library. Service on Library Bd.  
of Trustees, Recycling Comm., Conservation  
Trust.

☐ Please add any other information that you think may be useful, including education or other formal training, specialized courses, professional licenses or certifications, etc.:

Homeowner of historical home  
built by LD Baker circa 1857.  
Interest in preserving historical  
flavor of Wellfleet + helping home-  
owners to retain integrity of their  
buildings/areas.

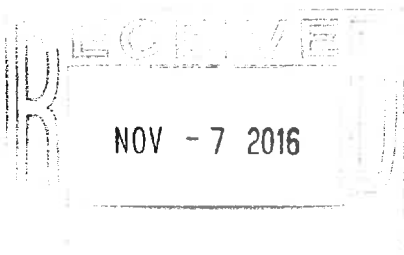
☐ Committees/Boards of Interest: 1) Wellfleet Historical Comm.

2) \_\_\_\_\_

3) \_\_\_\_\_

Fill Term -

6/30/17





## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, November 1, 2016

VI

### B. APPOINTMENTS/REAPPOINTMENTS

<b>REQUESTED BY:</b>	Lew Schwartz
<b>DESIRED ACTION:</b>	Fill a vacancy on the Cultural Council to the end (3-year term)
<b>PROPOSED MOTION:</b>	I move to appoint Lew Schwartz to the Cultural Council with term ending June 30, 2019.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



**TOWN OF WELLFLEET**  
**APPLICATION FOR TOWN BOARDS & COMMITTEES MEMBERSHIP**

Wellfleet depends on its citizens to carry out many of our government's activities. Your community needs your help. *Please volunteer.*

FILL OUT THE FORM BELOW and mail or bring it to:

Wellfleet Selectmen's Office, Town Hall, 300 Main Street, Wellfleet, MA 02667

☐ Name Lew Schwartz Date 10/28/2016

Mailing Address PO Box 266, South Wellfleet, MA 02663

Phone (Home) 508 214 0648 (cell) 917 647 3164

E-mail ~~lew1716~~ lew1716@gmail.com

☐ Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: HS teacher, background in art history,  
photography, gallery operation.

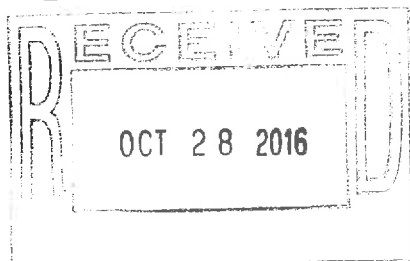
☐ Please add any other information that you think may be useful, including education or other formal training, specialized courses, professional licenses or certifications, etc.:

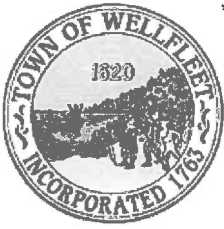
NYC Bd Ed license, + ESL certified, art + photo history

☐ Committees/Boards of Interest: 1) Wellfleet Cultural Committee

2) \_\_\_\_\_

3) \_\_\_\_\_





## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, November 1, 2016

# VII

### A. USE OF TOWN PROPERTY

<b>REQUESTED BY:</b>	Elizabeth McKeon & Nathan Paoletta
<b>DESIRED ACTION:</b>	Approve use of May Beach on September 9, 2017, 4-5 PM for a wedding ceremony. Application fee paid; \$100 use fee due.
<b>PROPOSED MOTION:</b>	I move to approve the use of Town Property Request of Elizabeth McKeon & Nathan Paoletta for a wedding ceremony on May Beach on September 9, 2017, 4-5 pm. Use fee due \$100 and conditions to pick up trash after the event.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):  
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

**TOWN OF WELLFLEET  
APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY**

Applicant ELIZABETH MCKEON & NATHAN POLETTA Affiliation or Group \_\_\_\_\_  
Telephone Number 312-550-8682 Mailing Address 4744 N PAULINA ST #3E  
Email address liz.mckeon@gmail.com CHICAGO, IL 60640  
liz.mckeon@gmail.com  
Town Property to be used (include specific area) MAYO BEACH

Date(s) and hours of use: SEPTEMBER 9TH, 2017, 4pm-5pm

Describe activity including purpose, number of persons involved, equipment to be used, parking arrangements, food/beverage service, etc. Also please indicate if fees will be charged by applicant.

WEDDING CEREMONY - WE WILL PROVIDE A SMALL NUMBER OF  
CHAIRS, TOTAL ATTENDANCE APP. 100 PEOPLE

Describe any Town services requested (police details, DPW assistance, etc.)

NONE

NOTE TO APPLICANTS: All applications must be accompanied by a non refundable \$20.00 processing fee. Applications must be received at least 30 days prior to the first event date to insure that all reviews can be completed prior to the event. This application is only for permission to use Town property. Any additional licenses, such as food service permit, etc., may be required and it is the applicant's responsibility to secure the same.

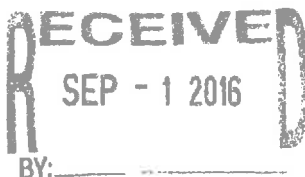
Action by the Board of Selectmen:

\_\_\_\_\_ Approved as submitted  
\_\_\_\_\_ Approved with the following condition(s): \_\_\_\_\_

\_\_\_\_\_ Disapproved for following reason(s): \_\_\_\_\_

Date: \_\_\_\_\_

Processing Fee: \$50 (paid)  
Fee: \$100 (paid)



(over)

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

<b>Health/Cons. Agent Signature:</b>	<b>Inspector of Buildings Signature:</b>
Comments/Conditions:	Comments/Conditions:
Permits/Inspections needed:	Permits/Inspections needed:

<b>Police Dept. Signature:</b>	<b>Fire Dept. Signature:</b>
Comments/Conditions:	Comments/Conditions:

<b>DPW Signature:</b>	<b>Beach Dept. Signature:</b>
Comments/Conditions:	Comments/Conditions:

<b>Shellfish Constable Signature:</b>	<b>Harbormaster Signature:</b>
Comments/Conditions:	Comments/Conditions:

<b>Recreation Dept. Signature:</b>	<b>Town Administrator:</b>
Comments/Conditions:	Comments/Conditions:



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, November 1, 2016

# VII

### B. USE OF TOWN PROPERTY

<b>REQUESTED BY:</b>	Della Spring
<b>DESIRED ACTION:</b>	Approve use of May Beach on Tuesdays and Thursdays from Mid-June to Mid-September, 2017 from 8:30 AM to 9:45 AM for yoga on the beach. Application fee paid; Use fee TBD; 2016 fee was \$100.
<b>PROPOSED MOTION:</b>	I move to approve the use of Town Property request of Della Spring for May Beach on Tuesdays and Thursdays from Mid-June to Mid-September, 2017 from 8:30 AM to 9:45 AM for yoga on the beach with use fee of -----;
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____  Condition(s):   
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

**TOWN OF WELLFLEET  
APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY**

2017

Applicant Della Spring

Affiliation or Group (Independent)

Telephone Number 781-789-8725

Mailing Address 308 Commonwealth Ave

\* Email address dellaspring28@gmail.com

Unit H

Town Property to be used (include specific area) Mayo Beach

Boston, MA 02115

Date(s) and hours of use: Tuesdays + Thursdays 8:30 am - 9:45 am mid-June thru mid-Sept 2017

Describe activity including purpose, number of persons involved, equipment to be used, parking arrangements, food/beverage service, etc. Also please indicate if fees will be charged by applicant.

Yoga on the beach at Mayo Beach. Drop-in classes for students of all levels. They will bring their own towel, water, sunscreen. I charge \$12 pp.

Describe any Town services requested (police details, DPW assistance, etc.)

No town services needed

NOTE TO APPLICANTS: All applications must be accompanied by a non refundable \$50.00 processing fee. Applications must be received at least 30 days prior to the first event date to insure that all reviews can be completed prior to the event. This application is only for permission to use Town property. Any additional licenses, such as food service permit, etc., may be required and it is the applicant's responsibility to secure the same.

Action by the Board of Selectmen:

\_\_\_\_\_ Approved as submitted

\_\_\_\_\_ Approved with the following condition(s): \_\_\_\_\_

\_\_\_\_\_ Disapproved for following reason(s): \_\_\_\_\_

Date: 8/19/16


Processing Fee: \$50.00 paid

Fee: \_\_\_\_\_

(over)


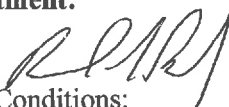


APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

<b>Health/Conservation Agent:</b>  Comments/Conditions:  Permits/Inspections needed:	<b>Inspector of Buildings:</b>  Comments/Conditions:  Permits/Inspections needed:
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8/30/16

X

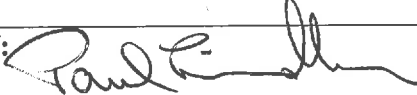

<b>Police Department:</b>  Comments/Conditions:  Permits/Inspections needed:	<b>Fire Department:</b>  Comments/Conditions:  Permits/Inspections needed:
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8/22/16

8/29/2016

O.K

OK


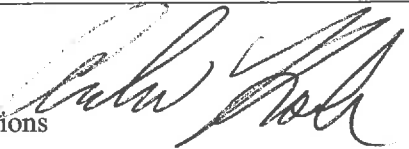
<b>DPW:</b>  Comments/Conditions:  Permits/Inspections needed:	<b>Community Services Director:</b>  Comments/Conditions:  Permits/Inspections needed:
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8/30/16

OK

OK

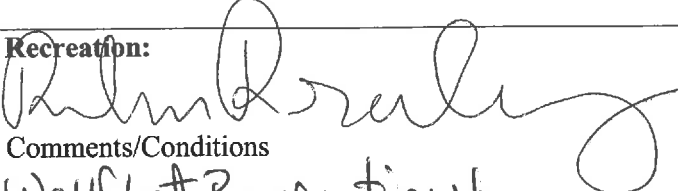

9/13/16

<b>Harbormaster:</b>  Comments/Conditions:  Permits/Inspections needed:	<b>Shellfish:</b>  Comments/Conditions:  Permits/Inspections needed:
--	---

OK

Shellfish:

Comments/Conditions

<b>Recreation:</b>  Comments/Conditions:  Permits/Inspections needed:	<b>Town Administrator:</b>  Comments/Conditions:  Permits/Inspections needed:
--	---

Wellfleet Recreation has  
surf/sup lessons on Mago Beach  
Tuesdays & Thursdays depending on  
the tide from July 3 - August 18,  
We also bring groups of children to  
Mago for beach activities

as this does not bother them if I'm ok with it,...



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, November 1, 2016

# VII

### C. USE OF TOWN PROPERTY

<b>REQUESTED BY:</b>	Challenger Sports
<b>DESIRED ACTION:</b>	Approve use of Baker Field for soccer camp, August 21-August 25, 2017. Application fee paid; Use fee TBD; 2016 fee was \$500.
<b>PROPOSED MOTION:</b>	I move to approve the use of Town Property request of Challenger Sports for soccer camp at Baker Field, August 21-August 25, 2017. Application fee paid with use fee of -----;
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):  
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



**Re: Challenger Sports British Soccer Camps**

**Camp Dates**

Challenger Sports is proposing to run a British Soccer camp the week of August 21st-25th, 2017. This week has been chosen as the Wellfleet Recreation summer programming will have finished. My goal has been, and will remain to be, for the British Soccer camp to be a supplemental program offered to the residents of Wellfleet and not something that directly competes with any of the other town programs.

For subsequent years, I will work closely with Becky Rosenberg to ensure that this remains to be the case.

Best Regards,  
Steve Hughes  
Regional Director



C A M P S | A C A D E M Y | T O U R S | T O U R N A M E N T S | T E A M W E A R

CHALLENGERSPORTS.COM

**TOWN OF WELLFLEET  
APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY**

Applicant Challenger Sports Affiliation or Group \_\_\_\_\_  
Telephone Number 401-213-0463 Mailing Address 94A Jefferson Blvd.  
Email address shughes@challengersports.com Warwick, RI 02888  
Town Property to be used (include specific area) Baker's Field (soccer field).

Date(s) and hours of use: August 21-25 hours to be determined.

Describe activity including purpose, number of persons involved, equipment to be used, parking arrangements, food/beverage service, etc. Also please indicate if fees will be charged by applicant.

Youth Soccer camp.

Describe any Town services requested (police details, DPW assistance, etc.)

None.

NOTE TO APPLICANTS: All applications must be accompanied by a non refundable \$20.00 processing fee. Applications must be received at least 30 days prior to the first event date to insure that all reviews can be completed prior to the event. This application is only for permission to use Town property. Any additional licenses, such as food service permit, etc., may be required and it is the applicant's responsibility to secure the same.

Action by the Board of Selectmen:

\_\_\_\_\_ Approved as submitted

\_\_\_\_\_ Approved with the following condition(s): \_\_\_\_\_

\_\_\_\_\_ Disapproved for following reason(s): \_\_\_\_\_

Date: 10/26/16


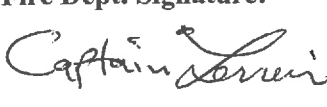
Processing Fee: 50 (paid)

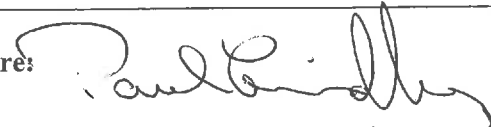

Fee: \_\_\_\_\_

(over)

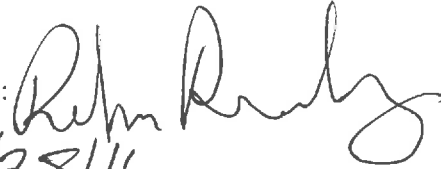
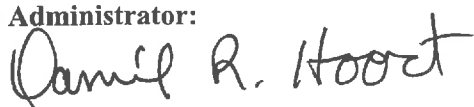
APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

<b>Health/Cons. Agent Signature:</b>  Comments/Conditions:  Permits/Inspections needed:	<b>Inspector of Buildings Signature:</b>  Comments/Conditions:  Permits/Inspections needed:
---	---

<b>Police Dept. Signature:</b>  Comments/Conditions:  OK 10/20/16	<b>Fire Dept. Signature:</b>  Comments/Conditions:
---	--

<b>DPW Signature:</b>  Comments/Conditions:  OK 11/10/16	<b>Community Services Beach Dept. Signature:</b>  Comments/Conditions:  Opinion reserved Do we need a written contract?
---	---

<b>Shellfish Constable Signature:</b>  Comments/Conditions:	<b>Harbormaster Signature:</b>  Comments/Conditions:
---	--

<b>Recreation Dept. Signature:</b> OK  Comments/Conditions: 10/28/16	<b>Town Administrator:</b>  Comments/Conditions:
---	--



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, November 1, 2016

# VIII

### A. REVIEW OF SHELLFISH DEPARTMENT BUDGET

<b>REQUESTED BY:</b>	BOS
<b>DESIRED ACTION:</b>	Achieve one of the 2016-2017 BOS Goals.
<b>PROPOSED MOTION:</b>	
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

Description	FY 2016 Budget	FY 2016 Actual	FY 2017 Budget	FY 2017 Actual	FY 2018 Dept. Request	FY 2018 TA Budget
<b>179-SHELLFISH</b>						
A-1 S/W FULL TIME AK	70,289	70,289	70,289	17,581	71,695	71,695
A-2 S/W FULL TIME CM	47,351	34,779	47,351	8,640	48,108	48,108
A-3 S/W FULL TIME JJM	54,385	54,385	54,385	13,603	55,473	55,473
S/W OVERTIME	362	361	0	0	0	0
S/W HOLIDAY	2,338	1,355	0	369	0	0
A-4 S/W LONGEVITY	1,850	1,850	2,000	900	4,000	4,000
VACATION BUYOUT	2,682	2,682	0	0	0	0
B-1 REPAIR/MAINT SERVICES	2,000	562	2,000	932	2,000	2,000
B-2 CONTRACT SERVICES	1,600	2,500	1,600	0	1,600	1,600
B-3 SEMINARS/TRAINING	0	25	0	100	0	0
B-4 TELEPHONE	1,500	2,259	1,500	610	1,500	1,500
B-5 POSTAGE	120	134	120	0	120	120
B-6 PRINTING	750	408	750	0	750	750
B-7 OFFICE SUPPLIES	500	178	500	0	500	500
B-8 REPAIR/MAINT SUPPLIES	500	741	500	172	500	500
B-9 VEHICLE SUPPLIES	150	250	150	0	150	150
B-10 GASOLINE/DIESEL	8,000	3,334	6,000	140	6,000	6,000
B-11 OTHER SUPPLIES		62			0	0
B-12 UNIFORM	1,000	652	1,000		1,000	1,000
B-13 TRAVEL	395		395		395	395
B-14 DUES/MEMBERSHIPS	110	100	110	100	110	110
B-15 OTHER FEES	1,500		1,500		1,500	1,500
B-16 SMALL EQUIPMENT	2,300	1,350	2,300		2,300	2,300
<b>Total</b>	<b>199,682</b>	<b>178,256</b>	<b>192,450</b>	<b>43,147</b>	<b>197,701</b>	<b>197,701</b>
<b>180-SHELLFISH CONSERV/PROPAGATION</b>						
B-1 AQUACULTURE SUPPLIES	6,000		6,000		6,000	6,000
B-2 CULTCH TRANSPORT	10,000	4,800	10,000		10,000	10,000
B-3 SEED	6,000	3,000	6,000		6,000	6,000
<b>Total</b>	<b>22,000</b>	<b>7,800</b>	<b>22,000</b>	<b>0</b>	<b>22,000</b>	<b>22,000</b>

## 179 – Shellfish Department

### Program Description

The Shellfishing industry is a major contributor to the Wellfleet economy. The Shellfish Department's primary function is to protect and nourish the shellfisheries in Wellfleet Harbor. Main duties include:

- Patrol shellfish areas to enforce shellfish regulations
- Purchase and plant shellfish stock for the public shellfish beds
- Assist with applications for private shellfish grants
- Inspect and upkeep of the aquaculture areas
- Test water quality with the State Division of Marine Fisheries

### Personnel

	Position Title	Incumbent	F/T or P/T	Hire Date	Salary	Longevity
A-1	Shellfish Constable	Andrew Koch	F/T	11/12/03	\$71,695	\$
A-2	Deputy Shellfish Constable	Chris Manulla	F/T	10/31/00	\$48,108	\$
A-3	Asst. Shellfish Constable	John Mankevetch	P/T	07/13/05	\$55,473	\$

### Operating Expenses

	Description	Detail
B-1	Repair & Maintenance	<b>\$2,000</b> Maintenance on boat, engine, office, etc.
B-2	Contract Services	<b>\$1,600</b> Use of outside vendors
B-3	Seminars/Training	<b>\$0</b> no budget requested
B-4	Telephone	<b>\$1,500</b> Cell reimbursements and expenses related to land line.
B-5	Postage	<b>\$120</b> Mailings to grant holders
B-6	Printing	<b>\$750</b> License printings and bulk printings of pamphlets
B-7	Office Supplies	<b>\$500</b> Misc. office items
B-8	Repair/Maintenance Supplies	<b>\$500</b> Tools, paint, etc
B-9	Vehicle Supplies	<b>\$150</b> Misc. supplies for vehicles
B-10	Gasoline/Diesel	<b>\$6,000</b> For both trucks, the boat and barge
B-11	Other Supplies	<b>\$0</b> no budget requested
B-12	Uniforms	<b>\$1,000</b> Uniforms for staff
B-13	Travel	<b>\$395</b> Misc. local training opportunities and meetings
B-14	Dues/Memberships	<b>\$110</b> Mass Shellfish Officers Assn
B-15	Other Fees	<b>\$1,500</b> Miscellaneous items that may come up
B-16	Small Equipment	<b>\$2,300</b> Smaller items on ATV, barge, etc.



## 180 – Shellfish Conservation/Propagation

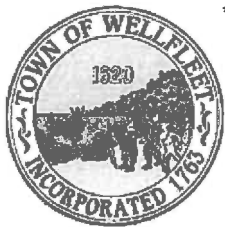
### Program Description

The Shellfishing industry is a major contributor to the Wellfleet economy. The Shellfish Department's primary function is to protect and nourish the shellfisheries in Wellfleet Harbor. Main duties include:

- Patrol shellfish areas to enforce shellfish regulations
- Purchase and plant shellfish stock for the public shellfish beds
- Assist with applications for private shellfish grants
- Inspect and upkeep of the aquaculture areas
- Test water quality with the State Division of Marine Fisheries

### Operating Expenses

	Description	Detail	
B-1	Aquaculture Supplies	<b>\$6,000</b>	Rakes, nets, rebar, etc., for planting clams
B-2	Cultch Transport	<b>\$10,000</b>	Transport of cultch from off-Cape location to Wellfleet Harbor
B-3	Seed	<b>\$6,000</b>	Clam stock



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, November 1, 2016

# VIII

### B. APPROVE 2017 BOS MEETING SCHEDULE

<b>REQUESTED BY:</b>	TA/EA/
<b>DESIRED ACTION:</b>	Approve 2017 Board of Selectmen meeting schedule. Yom Kipur in 2017 is on Friday evening, September 29 to Saturday evening, September 30, 2017.
<b>PROPOSED MOTION:</b>	I move to approve the 2017 Board of Selectmen meeting schedule as printed.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

# TOWN OF WELFLEET

## BOARD OF SELECTMEN 2017 MEETING SCHEDULE

(APPROVED \_\_\_\_\_)

REGULARLY SCHEDULED AT 7:00 P.M. ON THE SECOND AND FOURTH TUESDAY OF THE MONTH  
AT THE COUNCIL ON AGING (715 OLD KING'S HIGHWAY) UNLESS OTHERWISE NOTED.

2017 Board of Selectmen Meeting Dates	Location of Meeting	Filing Deadline for Board Agenda Items
January 10	COA	January 5
January 24	COA	January 19
February 14	COA	February 9
February 28	COA	February 23
March 14	COA	March 9
March 28	COA	March 23
April 11	COA	April 6
April 24 (ATM, 6 p.m.)	School	April 20
May 9	COA	May 4
May 23	COA	May 18
June 13	COA	June 8
June 27	COA	June 22
July 11	COA	July 6
July 25	COA	July 20
August 8	COA	August 3
August 22	COA	August 17
September 12	COA	September 7
September 26	COA	September 21
October 10	COA	October 5
October 24	COA	October 19
November 14	COA	November 9
November 28	COA	November 21
December 12	COA	December 7
December 19 (with FinCom)	COA	December 14

ADDITIONAL MEETINGS MAY BE SCHEDULED AS NEEDED.

### LEGAL HOLIDAYS TOWN HALL WILL BE CLOSED

January 1, 2017 New Year's Day - (observed Jan. 2)	Jan 16, 2017 Martin Luther King Day	Feb 20, 2017 Presidents' Day
April 17, 2017 Patriots' Day	May 29, 2017 Memorial Day	July 4, 2017 Independence Day
September 4, 2017 Labor Day	October 9, 2017 Columbus Day	November 10, 2017 Veterans Day
Nov 23, 2017 Thanksgiving Day		December 25, 2017 Christmas Day



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, November 1, 2016

# VIII

### C. APPROVE AMENDMENT TO THE BOS SENIOR CITIZEN PROPERTY TAX WORK-OFF POLICY

<b>REQUESTED BY:</b>	Community Services Director
<b>DESIRED ACTION:</b>	Amend the Senior Citizen Property Tax Work-Off Program to reflect the State increase for maximum abatement a taxpayer over 60 years old may earn in this fiscal year from \$1,000 to \$1,500
<b>PROPOSED MOTION:</b>	I move to amend the Senior Citizen Property Tax Work-Off Program in accordance with the State increase for maximum abatement a taxpayer over 60 years old may earn in this fiscal year from \$1,000 to \$1,500
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

## Michaela Miteva

---

**From:** Schmarsow, Emmett (ELD) <Emmett.Schmarsow@MassMail.State.MA.US>  
**Sent:** Tuesday, October 25, 2016 4:51 PM  
**To:** emmett.schmarsow@state.ma.us; Sore, Sherri (ELD)  
**Cc:** MCOA -- David Stevens; MCOA (Brenda, ofc mgr); MCOA -- Lynn ; MCOA (Kathy Bowler Training, Educ); MCOA (Donna Popkin, o/r, field rep); MCOA -- MKB  
**Subject:** Maximum Property Tax Work-Off Amount has Been Increased

Dear Colleagues,

Please know that the Senior Citizen Property Tax Work-Off Program has increased from \$1,000 to \$1,500 the maximum abatement a taxpayer over 60 years old may earn in this fiscal year.

At present there are over 160 communities that participate in this program, with (annual) hour tax work-off amounts ranging from #50 hours per year to over #10,000 hours per year.

You may find this change/increase cited at:

<http://www.mass.gov/governor/docs/legdocs/municipal-modernization-section-by-section-of-final-bill-8-2-2016-final-for-web.pdf> ... and proceed to **Item #127**

As you may know, the amount earned is subject to federal, but not state, income tax.

*(With special thanks to Alexandra Turner, COA director in Littleton)*

Sincerely,  
Emmett

Emmett H. Schmarsow  
Program Manager for Councils on Aging  
and Senior Centers  
MA Executive Office of Elder Affairs  
1 Ashburton Pl., 5<sup>th</sup> Flr.  
Boston, MA 02108

[Emmett.schmarsow@state.ma.us](mailto:Emmett.schmarsow@state.ma.us)  
(617) 222-7471  
1-800-698-9723 (toll-free)

BOARD OF SELECTMEN  
Wellfleet Senior Citizen Tax Work-Off Program Policy  
Original Date: August 23, 2005  
2005-1

Revised: March 14, 2006  
February 8, 2011  
November 1, 2016

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This program offers Wellfleet senior citizens the opportunity to participate in a property tax relief program to a maximum of ~~\$1000.00~~ \$1500.00 per year in return for volunteer service to the Town. The program for Fiscal Year \_\_\_\_\_ will include work performed from July 1, \_\_\_\_\_ through June 30, \_\_\_\_\_. Participants in this program may still apply for other tax abatements for which they may be eligible under other statutes.

Eligibility:

- 60 years of age or older.
- Domiciled in Wellfleet.
- Homeowner or trustee or spouse of same.
- Residing at property for which tax relief sought.
- Limited financial resources.
  - Single: income maximum ~~\$33,426~~ \$34,001 (for 20156/20167)
  - Married: income maximum ~~\$43,319~~ \$44,463 (for 20156/20167)
  - Maximum incomes will be adjusted annually and matched to the maximum incomes for Low Income Home Energy Assistance Program (Fuel Assistance)
- Only one tax credit per household may be given.
- Married couples who reside in the same household are allowed to participate in the program but jointly may earn only up to one tax credit per household.
- Current employees of the Town who meet eligibility are welcome to participate, but will not be allowed to apply the work-off program to their assigned departments.

Terms:

- Credit for work will be given at the state minimum wage, and will be applied to the participant's Wellfleet real estate tax bill.
- Volunteer service on Town boards, commissions or committees will not be credited under this program.
- Senior Tax Work Off volunteers may not perform the duties of or replace a paid Town of Wellfleet employee.

Program Coordinator:

- A Program Coordinator, designated by the Town Administrator with a recommendation from the Council on Aging Director. The Coordinator shall assist with paperwork with the participants; monitor hours worked and submit the information to the office of the Town Treasurer.
- Any problems or concerns between participants and job assignments will be referred to the Council on Aging Director for resolution.

Procedures:

- Department heads will submit a Departmental Request for a Volunteer Form along with a brief job description to the Town Administrator or designee. Once approved any available jobs will be forwarded to the Program Coordinator.
- Application by interested individuals should be made on the attached form to the Program Coordinator, who will interview the applicant and refer her/him to a department head who has requested volunteer assistance. An effort will be made to accommodate capacities and interests.
- Once an agreement has been reached between the department head and the applicant, the applicant shall be directed to the office of the Town Treasurer to complete payroll paperwork. (No work will begin until this procedure is done.)
- The participant shall fill out and sign a daily timesheet on attached form and submit to the Program Coordinator bi-weekly. The Program Coordinator shall tally the hours worked and submit the totals along with the time sheets to the office of the Town Treasurer for processing.

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TO: DEPARTMENT HEADS

**TOWN OF WELLFLEET SENIOR CITIZEN  
TAX WORK-OFF PROGRAM TAX YEAR 2016**

**MONTHLY REPORT OF HOURS WORKED**

Date: \_\_\_\_\_

Volunteer: \_\_\_\_\_

Department: \_\_\_\_\_

Month & Year: \_\_\_\_\_

Hours Worked: \_\_\_\_\_

Report Submitted by: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_

Return to: [Barbara Stevens](#)[Robert Nazarian](#)  
Program Coordinator  
300 Main Street  
Wellfleet, MA 02667

**TOWN OF WELFLEET SENIOR CITIZEN  
TAX WORK-OFF PROGRAM  
DEPARTMENTAL REQUEST FOR VOLUNTEER**

Date: \_\_\_\_\_

Department: \_\_\_\_\_

Department Head: \_\_\_\_\_

Describe work you wish volunteer to perform: \_\_\_\_\_

Total hours or hours per week (please specify): \_\_\_\_\_

List skills/tasks required:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Who will train/supervise volunteer? \_\_\_\_\_

It is understood that the Department Head has the right to approve or reject a volunteer after a probationary period.

It is understood that the Department Head or his/her delegate will provide any necessary training or supervision needed, as well as monthly documentation of hours worked.

T.A. Comments: \_\_\_\_\_

Approval: \_\_\_\_\_

Return to: Program Coordinator, 300 Main Street, Welfleet



**TOWN OF WELLFLEET  
SENIOR CITIZEN TAX WORK-OFF PROGRAM  
APPLICATION**

Date: \_\_\_\_\_

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

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

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

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Property Owner: \_\_\_\_\_

Trustee: \_\_\_\_\_

Spouse: \_\_\_\_\_

Attestation: I am 60 years of age or older. \_\_\_\_\_

Attestation: I am domiciled at the street address entered above. \_\_\_\_\_

Attestation: Attached is a copy of last year's income tax filing. \_\_\_\_\_

Do you have any medical restrictions which might affect the type of work you can do?

\_\_\_\_\_

List experience, skills, interests which might be utilized in working for the Town.

\_\_\_\_\_

\_\_\_\_\_

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

**NOTICE OF TERMINATION OF  
LOCAL INITIATIVE PROGRAM REGULATORY  
AGREEMENT AND DECLARATION OF RESTRICTIVE  
COVENANTS FOR OWNERSHIP PROJECT**

WHEREAS, a certain Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants for Ownership Project dated June 27, 2014 was recorded in the Barnstable Registry of Deeds on July 9, 2014 in Book 28252, Page 211 (hereinafter "LIP Regulatory Agreement") in connection with the proposed development at 250 Gull Pond Road, Wellfleet, Massachusetts, pursuant to a comprehensive permit issued in accordance with Chapter 40B, Sections 20-23;

WHEREAS, the parties to the LIP Regulatory Agreement are as follows:

Subsidizing Agency:	Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD")
Municipality:	Town of Wellfleet
Developer:	CHR GPR, LLC

WHEREAS, the Project described in the LIP Regulatory Agreement has been changed from a for-sale project under the DHCD Local Initiative Program to a rental project under the DHCD Housing Stabilization Fund Program, with the approval of the Town of Wellfleet Zoning Board of Appeals as memorialized in its May 7, 2015 Modification Decision recorded with said Registry in Book 28970, Page 114; and

WHEREAS, ~~DHCD and~~ CHR GPR, LLC, is granting a new MassDocs Affordable Housing Restriction with Chapter 40B Rider to DHCD, the Municipality and certain other public lenders are entering into a new regulatory agreement for the modified Project ~~under the Housing Stabilization Fund Program~~, to be recorded herewith;

NOW, THEREFORE, Notice is hereby given that the LIP Regulatory Agreement has been terminated by agreement of the parties.

IN WITNESS WHEREOF, the undersigned have executed this Notice of Termination of Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants for Ownership Project under seal this \_\_\_\_ day of November, 2016.

Town of Wellfleet, acting by and through its Board of Selectmen

\_\_\_\_\_  
\_\_\_\_\_

CHR GPR, LLC

Commonwealth of Massachusetts  
Department of Housing and Community  
Development

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By: \_\_\_\_\_ By: \_\_\_\_\_  
Edward Malone, Manager , Its \_\_\_\_\_

### COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_\_\_\_ day of November, 2016 before me, the undersigned notary public,  
personally appeared Edward Malone, Manager of CHR GPR, LLC, and proved to me  
through satisfactory evidence of identification, which was [ ] a driver's license and/or [ ]  
\_\_\_\_\_ to be the person whose name is signed on the preceding or attached  
document; and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:  
My Commission Expires:

### COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss.

On this \_\_\_\_ day of November, 2016, before me, the undersigned notary public,  
personally appeared \_\_\_\_\_, \_\_\_\_\_ of The  
Commonwealth of Massachusetts Department of Housing and Community Development,  
and proved to me through satisfactory evidence of identification, which was [ ] a driver's  
license and/or [ ] \_\_\_\_\_ 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.

\_\_\_\_\_  
Notary Public:  
My Commission Expires:

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_, ss.

On this \_\_\_\_ day of November, 2016, before me, the undersigned notary public, personally appeared \_\_\_\_\_, Chairman of The Town of Wellfleet Board of Selectmen, and proved to me through satisfactory evidence of identification, which was [ ] a driver's license and/or [ ] \_\_\_\_\_ 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.

\_\_\_\_\_  
Notary Public:

My Commission Expires:



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, November 1, 2016

# VIII

### D. RELEASE OF GULL POND ROAD LIP REGULATORY AGREEMENT

<b>REQUESTED BY:</b>	Ted Malone and Housing Authority
<b>DESIRED ACTION:</b>	Release of Gull Pond Rd LIP Regulatory Agreement
<b>PROPOSED MOTION:</b>	I move to release the Release of Gull Pond Rd Local Initiative Program Regulatory Agreement.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):  
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

**NOTICE OF TERMINATION OF  
LOCAL INITIATIVE PROGRAM REGULATORY  
AGREEMENT AND DECLARATION OF RESTRICTIVE  
COVENANTS FOR OWNERSHIP PROJECT**

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WHEREAS, the parties to the LIP Regulatory Agreement are as follows:

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Municipality:	Town of Wellfleet
Developer:	CHR GPR, LLC

WHEREAS, the Project described in the LIP Regulatory Agreement has been changed from a for-sale project under the DHCD Local Initiative Program to a rental project under the DHCD Housing Stabilization Fund Program, with the approval of the Town of Wellfleet Zoning Board of Appeals as memorialized in its May 7, 2015 Modification Decision recorded with said Registry in Book 28970, Page 114; and

WHEREAS, CHR GPR, LLC is granting a new MassDocs Affordable Housing Restriction with Chapter 40B Rider to DHCD, the Municipality and certain other public lenders for the modified Project, to be recorded herewith;

NOW, THEREFORE, Notice is hereby given that the LIP Regulatory Agreement has been terminated by agreement of the parties.

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Town of Wellfleet, acting by and through its Board of Selectmen

\_\_\_\_\_

\_\_\_\_\_

CHR GPR, LLC

Commonwealth of Massachusetts  
Department of Housing and Community  
Development

By: \_\_\_\_\_ By: \_\_\_\_\_  
Edward Malone, Manager , Its \_\_\_\_\_

### COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_\_\_\_ day of November, 2016 before me, the undersigned notary public, personally appeared Edward Malone, Manager of CHR GPR, LLC, and proved to me through satisfactory evidence of identification, which was [ ] a driver's license and/or [ ] \_\_\_\_\_ to be the person whose name is signed on the preceding or attached document; and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:  
My Commission Expires:

### COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss.

On this \_\_\_\_ day of November, 2016, before me, the undersigned notary public, personally appeared \_\_\_\_\_, \_\_\_\_\_ of The Commonwealth of Massachusetts Department of Housing and Community Development, and proved to me through satisfactory evidence of identification, which was [ ] a driver's license and/or [ ] \_\_\_\_\_ 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.

\_\_\_\_\_  
Notary Public:  
My Commission Expires:

## COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss.

On this \_\_\_\_ day of November, 2016, before me, the undersigned notary public, personally appeared \_\_\_\_\_, Chairman of The Town of Wellfleet Board of Selectmen, and proved to me through satisfactory evidence of identification, which was ☐ a driver's license and/or ☐ \_\_\_\_\_ 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.

\_\_\_\_\_  
Notary Public:

My Commission Expires:



LOCAL INITIATIVE PROGRAM  
REGULATORY AGREEMENT  
AND  
DECLARATION OF RESTRICTIVE COVENANTS  
FOR  
OWNERSHIP PROJECT

250 Gull Pond Rd. Wellfleet

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this 27<sup>th</sup> day of June 2013 by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD"), pursuant to G.L. c. 23B §1 as amended by Chapter 19 of the Acts of 2007, the Town of Wellfleet ("the Municipality"), and CHR GPR, LLC, a Massachusetts corporation/limited partnership/limited liability company, having an address at 36 Conwell Street, P.O. Box 1015, Provincetown, MA 02657, and its successors and assigns ("Project Sponsor").

WITNESSETH:

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (the "Act") and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April 1989, regulations have been promulgated at 760 CMR 56.00 (the "Regulations") which establish the Local Initiative Program ("LIP");

WHEREAS, the Project Sponsor intends to construct a housing development known as Gull Pond Road Homes at a 2.267-acre site on 250 Gull Pond Road in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

WHEREAS, such Project is to consist of a total number of five (5) condominium units/detached dwellings (the "Units") and three (3) of the Units will be sold at prices specified in this Agreement to persons or households with incomes at or below eighty percent (80%) of the regional median household income (the "Low and Moderate Income Units");

WHEREAS, upon application of the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Project Sponsor, DHCD made a determination of project eligibility pursuant to 760 CMR 56.04 and the Project Sponsor has received a comprehensive permit from the Zoning Board of Appeals of the Municipality, which permit is recorded at the Barnstable Registry of Deeds (the "Registry") in Book 23313, Page 194 and as amended by minor modifications dated May 15, 2012 and June 20, 2013 (the "Comprehensive Permit"); and

WHEREAS, in partial consideration of the execution of this Agreement, DHCD is issuing its final approval of the Project within the LIP Program pursuant to Section 19 of this Agreement, and has given and will give technical and other assistance to the Project;

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge to the other, DHCD, the Municipality, and the Project Sponsor hereby agree and covenant as follows:

1. The Project Sponsor agrees to construct the Project in accordance with plans and specifications approved by the Municipality and DHCD (the "Plans and Specifications") and in accordance with all terms and conditions of the Comprehensive Permit. In addition, all Low and Moderate Income Units to be constructed as part of the Project must be indistinguishable from other Units in the Project from the exterior (unless the Project has an approved "Alternative Development Plan" as set forth in the *Comprehensive Permit Guidelines* (the "Guidelines")) published by DHCD, and must contain complete living facilities including but not limited to a stove, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as more fully shown in the Plans and Specifications.

Two (2) of the Low and Moderate Income Units shall be one bedroom units;  
One (1) of the Low and Moderate Income Units shall be two bedroom units;  
\_\_\_\_\_ of the Low and Moderate Income Units shall be three bedroom units; and,  
\_\_\_\_\_ of the Low and Moderate Income Units shall be four bedroom units.

All Low and Moderate Income Units to be occupied by families must contain two or more bedrooms. Low and Moderate Income Units must have the following minimum areas:

one bedroom units - 700 square feet  
two bedroom units - 900 square feet  
three bedroom units - 1200 square feet  
four bedroom units - 1400 square feet

The Project must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for the handicapped. Except to the extent that the Project is exempted from such compliance by the Comprehensive Permit, the Project must also comply with all applicable local codes, ordinances and by-laws.

Each Low and Moderate Income Unit will be sold for no more than the price set forth in Exhibit B attached hereto and made a part hereof to an Eligible Purchaser. An Eligible Purchaser is a Family (i) whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U. S. Department of Housing and Urban Development and (ii) whose assets do not exceed the limits specified in the Guidelines. A "Family" shall mean two or more persons who will live regularly in the Low or Moderate Income Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship; or an individual. The "Area" is defined as the Barnstable MSA/HMFA/County.

2. Upon the occurrence of one of the events described in 760 CMR 56.03(2), the Project will be included in the Subsidized Housing Inventory as that term is described in 760 CMR 56.01. Only Low and Moderate Income Units will be counted as SHI Eligible Housing as that term is described in 760 CMR 56.01 for the purposes of the Act.

3. (a) At the time of sale of each Low and Moderate Income Unit by the Project Sponsor, the Project Sponsor shall execute and shall as a condition of the sale cause the purchaser of the Low and Moderate Income Unit to execute an Affordable Housing Deed Rider in the form of Exhibit C attached hereto and made a part hereof (the "Deed Rider"). Such Deed Rider shall be attached to and made a part of the deed from the Project Sponsor to the Unit Purchaser. Each

such Deed Rider shall require the Unit Purchaser at the time he desires to sell the Low and Moderate Income Unit to offer the Low and Moderate Income Unit to the Municipality and to DHCD at a discounted purchase price more particularly described therein. The Municipality and DHCD shall have the option upon terms more particularly described in the Deed Rider to either purchase the Low and Moderate Income Unit or to find an Eligible Purchaser. The Deed Rider shall require the Unit Purchaser and the Eligible Purchaser to execute at the time of resale a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low and Moderate Income Unit which will be attached and made a part of the deed from the Unit Purchaser to the Eligible Purchaser, so that the affordability of the Low and Moderate Income unit will be preserved each time that subsequent resales of the Low and Moderate Income unit occur. (The various requirements and restrictions regarding resale of a Low and Moderate Income Unit contained in the Deed Rider are hereinafter referred to as the ("Resale Restrictions"). If upon the initial resale or any subsequent resale of a Low and Moderate Income Unit, the Municipality and DHCD are unable to find an Eligible Purchaser for the Low and Moderate Income Unit, and the Municipality and DHCD each elect not to exercise its right to purchase the Low and Moderate Income Unit, then the then current owner of the Low and Moderate Income Unit shall have the right to sell the Low and Moderate Income Unit to any person, regardless of his income (an "Ineligible Purchaser") at the Maximum Resale Price and subject to all rights and restrictions contained in the Deed Rider, and provided that the Unit is conveyed subject to a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low and Moderate Income Unit which will be attached and made part of the deed from the Unit Purchaser to the Ineligible Purchaser.

(b) For each sale of a Low and Moderate Income Unit, DHCD must approve the terms of the Eligible Purchaser's mortgage financing as evidenced by DHCD's issuance of the Resale Price Certificate described in the Deed Rider.

(c) The Municipality agrees that in the event that it purchases a Low and Moderate Income Unit pursuant to its right to do so contained in the Deed Rider then in effect with respect to such Low and Moderate Income Unit, that the Municipality shall within six (6) months of its acceptance of a deed of such Low and Moderate Income Unit, either (i) sell the Low and Moderate Income Unit to an Eligible Purchaser at the same price for which it purchased the Low and Moderate Income Unit plus any expenses incurred by the Municipality during its period of ownership, such expenses to be approved by DHCD, subject to a Deed Rider satisfactory in form and substance to DHCD and the recording of an Eligible Purchaser Certificate satisfactory in form and substance to DHCD, the method for selecting such Eligible Purchaser to be approved by DHCD or (ii) rent the Low and Moderate Income Unit to a person who meets the income guidelines of the LIP Program, upon terms and conditions satisfactory to DHCD and otherwise in conformity with the requirements of the LIP Program. If the Municipality fails to sell or rent the Low and Moderate income unit as provided herein within said six (6) month period, or if at any time after the initial rental of the Low and Moderate Income Unit by the Municipality as provided herein the Low and Moderate Income Unit becomes vacant and remains vacant for more than ninety (90) days, then such Low and Moderate Income Unit shall cease to be counted as SHI Eligible Housing, and shall no longer be included in the Subsidized Housing Inventory.

(d) Each Low and Moderate Income Unit will remain SHI Eligible Housing and continue to be included in the Subsidized Housing Inventory for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Project Sponsor is in default hereunder; (2) the Project and Low and Moderate Income Unit each continue to comply with the Regulations and the Guidelines as the same may be amended from

time to time; and (3) either (i) a Deed Rider binding the then current owner of the Low and Moderate Income Unit to comply with the Resale Restrictions is in full force and effect and the then current owner of the Low and Moderate Income Unit is either in compliance with the terms of the Deed Rider, or the Municipality is in the process of taking such steps as may be required by DHCD to enforce the then current owner's compliance with the terms of the Deed Rider or (ii) the Low and Moderate Income Unit is owned by the Municipality and the Municipality is in compliance with the terms and conditions of the last preceding paragraph, or (iii) the Low and Moderate Income Unit is owned by DHCD.

4. (a) Effective August 7, 2007, DHCD has adopted the policies, procedures, and forms for determining limited dividend compliance set forth in the MassHousing document entitled "Preparation of Cost Certification upon Completion of Homeownership 40B Project for Which MassHousing Serves as Project Administrator: Guidance to Developers and Municipalities" (the "MassHousing Guidance"). The MassHousing Guidance shall govern the cost certifications obligations of the Project Sponsor under this Agreement.

(b) The Project Sponsor shall be a limited dividend organization as defined by 760 CMR 56.01. Project Sponsor agrees that the aggregate profit from the Project which shall be payable to Project Sponsor or to the partners, shareholders or other owners of Project Sponsor or the Project shall not exceed twenty percent (20%) of total development costs of the Project, which development costs have been approved by DHCD (the "Allowable Profit").

(c) Within one hundred eighty (180) days after Substantial Completion of the Project (as that term is defined in the MassHousing Guidance) or, if later, within sixty (60) days of the date on which all units in the Project are sold, the Project Sponsor shall deliver to the Municipality and to DHCD an itemized statement of total development costs together with a statement of gross income from the Project received by the Project Sponsor to date in form satisfactory to DHCD (the "Certified Cost and Income Statement") prepared and certified by a certified public accountant satisfactory to DHCD. DHCD requires the prequalification of the certified public accountant hired by the Project Sponsor as more particularly set forth in Article IV (D) of the Guidelines. If all units at the Project have not been sold within twenty-four (24) months of Substantial Completion, a sale price for the remaining unsold units shall be imputed in an amount equal to the average of the last three (3) arms-length sales of comparable units, and a final Certified Cost and Income Statement shall be required within sixty (60) days thereafter. Prior to DHCD's acceptance of the Certified Cost and Income Statement and for a period of 30 days after DHCD provides the Municipality with its determination of compliance with the limited dividend requirement, the Municipality shall have the option of having the Certified Cost and Income Statement evaluated for accuracy (e.g., absence of material errors) applying the same standards as DHCD by an independent auditor selected by the Municipality. DHCD will reasonably review any inaccuracies identified by the Municipality during this period and shall thereafter make a final determination of the Project Sponsor's compliance with the limited dividend requirement.

(d) All profits from the Project in excess of the Allowable Profit (the "Excess Profit") shall be paid by the Project Sponsor to the Municipality. The Municipality agrees that upon the receipt by the Municipality of any Excess Profit, the Municipality shall deposit any and all such Excess Profit into an affordable housing fund, if one exists in the Municipality, and otherwise into a fund established pursuant to G.L. c.44 §53A to be used by the Municipality for the purpose of reducing the cost of Low and Moderate Income Units to Eligible purchasers upon resale or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing

for persons and families of low and moderate income elsewhere in the Municipality. The expenditure of funds from the Affordable Housing Fund shall be reported on an annual basis to DHCD. For so long as the Project Sponsor complies with the requirements of this Section 4, the Project Sponsor shall be deemed to be a limited dividend organization within the meaning of the Act.

5. (a) Prior to marketing or otherwise making available for sale any of the Units, the Project Sponsor must obtain DHCD's approval of a marketing plan (the "Marketing Plan") for the Low and Moderate Income Units. Such Marketing Plan must describe the buyer selection process for the Low and Moderate Income Units and must set forth a plan for affirmative fair marketing of Low and Moderate Income Units and effective outreach to protected groups underrepresented in the municipality, including provisions for a lottery, consistent with the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low and Moderate Income Units, subject to all provisions of the Regulations and Guidelines. When submitted to DHCD for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the buyer selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and DHCD directives reflecting the agreement between DHCD and the U.S. Department of Housing and Urban Development in the case of *NAACP, Boston Chapter v. Kemp*. If the Project is located in the Boston-Cambridge-Quincy, MA-NH MSA, the Project Sponsor must list all Low and Moderate Income Units with the Boston Fair Housing Commission's MetroList (Metropolitan Housing Opportunity Clearing Center); other requirements for listing of units are specified in the Guidelines. All costs of carrying out the Marketing Plan shall be paid by the Project Sponsor.

(b) The Project Sponsor may use in-house staff to draft and/or implement the Marketing Plan, provided that such staff meets the qualifications described in the Guidelines. The Project Sponsor may contract for such services provided that any such contractor must be experienced and qualified under the standards set forth in the Guidelines. A failure to comply with the Marketing Plan by the Project Sponsor or by the Municipality shall be deemed to be a default of this Agreement. The Project Sponsor agrees to maintain for at least five years following the sale of the last Low and Moderate Income Unit, a record of all newspaper ads, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by DHCD which may be inspected at any time by DHCD. All Marketing Documentation must be approved by DHCD prior to its use by the Project Sponsor or the Municipality. The Project Sponsor and the Municipality agree that if at any time prior to or during the process of marketing the Low and Moderate Income Units, DHCD determines that the Project Sponsor, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the

approved Marketing Plan, that the Project Sponsor or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by DHCD.

6. Neither the Project Sponsor nor the Municipality shall discriminate on the basis of race, religion, color, sex, sexual orientation, familial status, age, handicap, marital status, national origin, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of buyers for the Units; and the Project Sponsor shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

7. (a) The Project Sponsor agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. DHCD and the Chief Executive Officer of the municipality shall have access during normal business hours to all books and records of the Project Sponsor and the Project in order to monitor the Project Sponsor's compliance with the terms of this Agreement.

(b) Throughout the term of this Agreement, the Chief Executive Officer shall annually certify in writing to DHCD that each of the Low and Moderate Income Units continues to be occupied by a person who was an Eligible Purchaser at the time of purchase; that any Low and Moderate Income Units which have been resold during the year have been resold in compliance with all of the terms and provisions of the Deed Rider then in effect with respect to each such Low and Moderate Income Unit, and in compliance with the Regulations and Guidelines and this Agreement; and that the Project and the Low and Moderate Income Units have otherwise been maintained in a manner consistent with the Regulations and Guidelines, this Agreement, and the Deed Rider then in effect with respect to each Low and Moderate Income Unit.

8. Upon execution, the Project Sponsor shall immediately cause this Agreement and any amendments hereto to be recorded / filed with the Registry, and the Project Sponsor shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Project Sponsor shall immediately transmit to DHCD and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

9. The Project Sponsor hereby represents, covenants and warrants as follows:

- (a) The Project Sponsor (i) is a limited liability company duly organized under the laws of the Commonwealth of Massachusetts, and is qualified to transact business under the laws of this State, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.
- (b) The execution and performance of this Agreement by the Project Sponsor (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Project Sponsor is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

- (c) The Project Sponsor will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Project the terms of which are approved by DHCD, or other permitted encumbrances, including mortgages referred in paragraph 19, below).
- (d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Project Sponsor, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially or adversely affect its financial condition.

10. Except for sales of Units to home buyers as permitted by the terms of this Agreement, Project Sponsor will not sell, transfer, lease, exchange or mortgage the Project without the prior written consent of DHCD and the Municipality.

11. Until such time as decisions regarding repair of damage due to fire or other casualty, or restoration after taking by eminent domain, shall be made by a condominium association or trust not controlled by the Project Sponsor, (or if the Project consists of detached dwellings, by homebuyers) Project Sponsor agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Project Sponsor will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Agreement, subject to the approval of the Project's lenders, which lenders have been approved by DHCD and the Municipality.

12. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

13. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

DHCD: Department of Housing and Community Development  
Attention: Local Initiative Program Director  
100 Cambridge St., Suite 300  
Boston, MA 02114

Municipality: Town of Wellfleet  
300 Main Street  
Wellfleet, MA 02667  
Attn: Harry Terkanian

Project Sponsor: CHR GPR, LLC  
36 Conwell Street, PO Box 1015  
Provincetown, MA 02657  
Attn: Ted Malone

14. (a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c. 184, § 26, 31, 32 and 33. This Agreement is made for the benefit of DHCD, and DHCD shall be deemed to be the holder of the affordable housing restriction created by this Agreement. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement shall be perpetual, provided however, that this Agreement shall terminate if (a) at any time hereafter there is no Low and Moderate Income Unit at the Project which is then subject to a Deed Rider containing the Resale Restrictions, and there is no Low and Moderate Income Unit at the Project which is owned by the Municipality or DHCD as provided in Section 4 hereof, or (b) if a Comprehensive Permit is not granted to the Project Sponsor for the Project by either the Municipality's Board of Appeals (as that term is defined in the Regulations) or by the Housing Appeals Committee (as that term is used in the Act) within a period of eighteen months from the date of execution of this Agreement, or (c) if at any time the Comprehensive Permit is revoked and all applicable appeal periods with respect to such revocation have expired.

(b) The Project Sponsor intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Project Sponsor's successors in title, (ii) are not merely personal covenants of the Project Sponsor, and (iii) shall bind the Project Sponsor, its successors and assigns and enure to the benefit of DHCD and its successors and assigns for the term of the Agreement. Project Sponsor hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

(c) The Resale Restrictions contained in each of the Deed Riders which are to encumber each of the Low and Moderate Income Units at the Project pursuant to the requirements of this Agreement shall also constitute an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c. 184, §§ 26, 31, 32, and 33. Such Resale Restrictions



shall be for the benefit of both DHCD and the Municipality and both DHCD and the Municipality shall be deemed to be the holder of the affordable housing restriction created by the Resale Restrictions in each of the Deed Riders. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. To the extent that the Municipality is the holder of the Resale Restrictions to be contained in each of the Deed Riders, the Director of DHCD by the execution of this Agreement hereby approves such Resale Restrictions in each of the Deed Riders for the Low and Moderate Income Units of the Project as required by the provisions of G.L. c. 184, § 32.

15. The Project Sponsor and the Municipality each agree to submit any information, documents, or certifications requested by DHCD which DHCD shall deem necessary or appropriate to evidence the continuing compliance of the Project Sponsor and the Municipality with the terms of this Agreement.

16. (a) The Project Sponsor and the Municipality each covenant and agree to give DHCD written notice of any default, violation or breach of the obligations of the Project Sponsor or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If DHCD becomes aware of a default, violation, or breach of obligations of the Project Sponsor or the Municipality hereunder without receiving a Default Notice from Project Sponsor or the Municipality, DHCD shall give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "DHCD Default Notice"). If any such default, violation, or breach is not cured to the satisfaction of DHCD within thirty (30) days after the giving of the Default notice by the Project Sponsor or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the DHCD Default Notice, then at DHCD's option, and without further notice, DHCD may terminate this Agreement, or DHCD may apply to any state or federal court for specific performance of this Agreement, or DHCD may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement.

(b) If DHCD elects to terminate this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this Section 16, then the Low and Moderate Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed SHI Eligible Housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory. The foregoing sentence shall not apply to Low and Moderate Income Units that have been conveyed in compliance and remain in compliance with Section 3 of this Agreement.

17. The Project Sponsor represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed the Consent to Regulatory Agreement attached hereto and made a part hereof.

18. DHCD may delegate to the Municipality any of its oversight and enforcement responsibilities under this Agreement by providing written notice of such delegation to the Project Sponsor and the Municipality.

19 (a). When executed by DHCD, this Agreement shall constitute Final Approval of the Project as described in 760 CMR 56.04(7). DHCD hereby reaffirms and incorporates by reference in this

Agreement each of the findings with respect to project eligibility required by 760 CMR 56.04(1) made in the Site Eligibility Letter for the Project dated May 23, 2008. The Project Sponsor hereby explicitly acknowledges its obligation to comply with the cost examination requirements defined in 760 CMR 56.04(8).

(b) The Project Sponsor has provided financial surety in a form and in the amount required by the Guidelines to ensure completion of the cost examination to the satisfaction of the DHCD and the distribution of excess funds as required at 760 CMR 56.04(8)(e). DHCD will provide a copy of this Agreement to the Municipality's Board of Appeals as required by 760 CMR 56.04(7).

Executed as a sealed instrument as of the date first above written.

Project Sponsor: CHR GPR, LLC

By: 

Edward Malone

its Manager

Department of Housing and  
Community Development

By: 

its Director

LIP

Municipality

By: \_\_\_\_\_

Town of Wellfleet  
through its Board of Selectmen

By: 

Berta Bruinooge, Chair

By: 

Paul Pilcher, Vice-Chair

By: 

Dennis Murphy

By: 

Jerry Houk

LS\MI-ra

By: 

John Morrissey, Clerk

Attachments: Exhibit A - Legal Property Description  
Exhibit B - Prices & Location of Low & Moderate Income Units  
Exhibit C - Form of Deed Rider

Consent forms signed by any and all mortgagees whose mortgages are recorded prior to this Regulatory Agreement must be attached to this Regulatory Agreement.

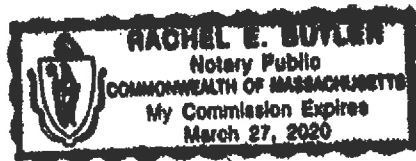
© DHCD When used in the Local Initiative Program; this form may not be modified without the written approval of the Department of Housing and Community Development.

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Barnstable ss.

August 23, 2013

On this 23 day of August, 2013 before me, the undersigned notary public, personally appeared Edward Malone, proved to me through satisfactory evidence of identification, which were Personal Knowledge to be the person whose name is signed on the preceding document, as Manager of CHR GPR, LLC, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

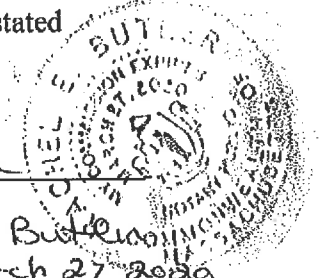


Rachel E. Butler

Notary Public

Print Name: Rachel E. Butler

My Commission Expires: March 27, 2020

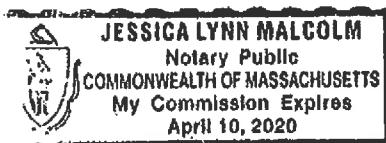


COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK, ss.

June 27, 2014

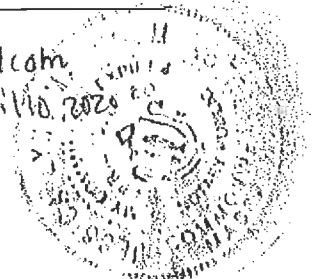
On this 27 day of June, 2014 before me, the undersigned notary public, personally appeared TIM CONNEALLY, proved to me through satisfactory evidence of identification, which were PERSONAL KNOWLEDGE, to be the person whose name is signed on the preceding document, as LIR DIRECTOR for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.



[Signature]  
Notary Public

Print Name: Jessica Malcolm

My Commission Expires: April 10, 2020



COMMONWEALTH OF MASSACHUSETTS

COUNTY OF BARNSTABLE, ss.

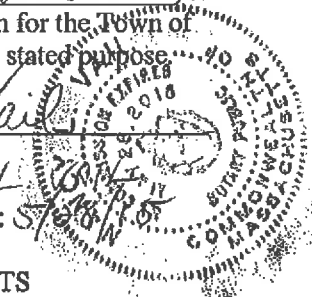
AUGUST 13, 2013

On this 13<sup>th</sup> day of AUGUST, 2013, before me, the undersigned notary public, personally appeared BERTA BRUNOGE, proved to me through satisfactory evidence of identification, which were PERSONAL KNOWLEDGE, to be the person whose name is signed on the preceding document, as Selectman for the Town of Wellfleet, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Nancy L. Vail  
Notary Public

Print Name: NANCY L. VAIL

My Commission Expires: 5/28/15



COMMONWEALTH OF MASSACHUSETTS

COUNTY OF BARNSTABLE, ss.

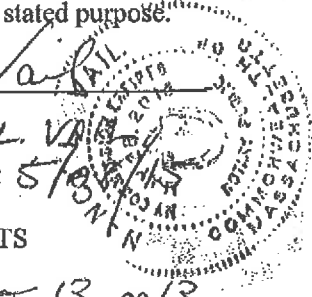
AUGUST 13, 2013

On this 13<sup>th</sup> day of AUGUST, 2013, before me, the undersigned notary public, personally appeared JOHN MORRISSEY, proved to me through satisfactory evidence of identification, which were PERSONAL KNOWLEDGE, to be the person whose name is signed on the preceding document, as Selectman for the Town of Wellfleet, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Nancy L. Vail  
Notary Public

Print Name: NANCY L. VAIL

My Commission Expires: 5/28/15



COMMONWEALTH OF MASSACHUSETTS

COUNTY OF BARNSTABLE, ss.

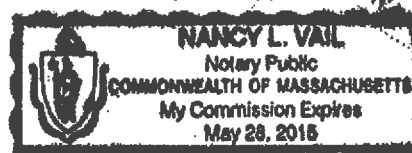
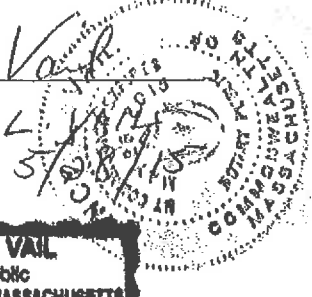
AUGUST 13, 2013

On this 13<sup>th</sup> day of AUGUST, 2013, before me, the undersigned notary public, personally appeared DENNIS MURPHY, proved to me through satisfactory evidence of identification, which were PERSONAL KNOWLEDGE, to be the person whose name is signed on the preceding document, as Selectman for the Town of Wellfleet, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Nancy L. Vail  
Notary Public

Print Name: NANCY L. VAIL

My Commission Expires: 5/28/15



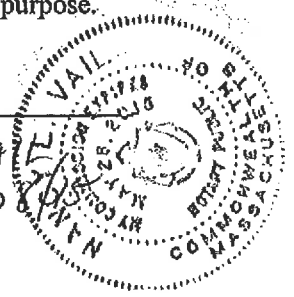
COMMONWEALTH OF MASSACHUSETTS

COUNTY OF BARNSTABLE, ss.

AUGUST 13, 2013

On this 13<sup>th</sup> day of AUGUST, 2013 before me, the undersigned notary public, personally appeared JERRY HOUK, proved to me through satisfactory evidence of identification, which were PERSONAL KNOWLEDGE, to be the person whose name is signed on the preceding document, as Selectman for the Town of Wellfleet, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Nancy L. Vail  
Notary Public  
Print Name: NANCY L. VAIL  
My Commission Expires: 5/28/15



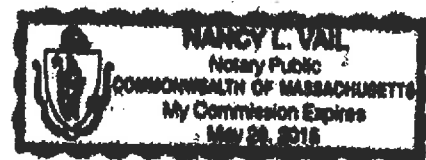
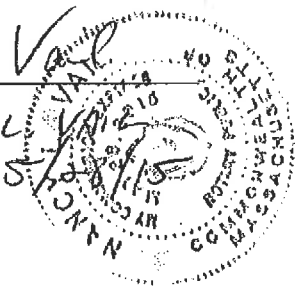
COMMONWEALTH OF MASSACHUSETTS

COUNTY OF BARNSTABLE, ss.

AUGUST 13, 2013

On this 13<sup>th</sup> day of AUGUST, 2013 before me, the undersigned notary public, personally appeared PAUL PILCHER, proved to me through satisfactory evidence of identification, which were PERSONAL KNOWLEDGE, to be the person whose name is signed on the preceding document, as Selectman for the Town of Wellfleet, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Nancy L. Vail  
Notary Public  
Print Name: NANCY L. VAIL  
My Commission Expires: 5/28/15



CONSENT TO REGULATORY AGREEMENT

Re: \_\_\_\_\_  
(Project name)  
\_\_\_\_\_  
(City/Town)  
\_\_\_\_\_  
(Project Sponsor)

The Undersigned being the holder of a mortgage on the above described Project recorded with the Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_, hereby consents to the execution and recording of this Agreement and agrees that in the event of any foreclosure or exercise of remedies under the Mortgage it shall comply with the terms and conditions hereof.

\_\_\_\_\_  
(name of lender)

By: \_\_\_\_\_  
its \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_, ss. \_\_\_\_\_, 200\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ of \_\_\_\_\_ Bank, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
Print Name:  
My Commission Expires:

(If the Project has more than one mortgagee, add additional consent forms. Execution of the consent form by a mortgagee is only necessary if the mortgage has been recorded prior to the Regulatory Agreement.)

## EXHIBIT A

Re: Gull Pond Road Homes  
(Project Name)  
  
Wellfleet, Massachusetts  
(City/Town)  
  
CHR GRP, LLC  
(Project Sponsor)

### Property Description

The land in Wellfleet, located on Gull Pond Road and shown on Assessors' Map 8 as Lot 39 containing 2.27 acres more or less. For title see Quitclaim Deed dated April 17, 2014 recorded with Barnstable Registry of Deeds in Book 28097, Page 310



EXHIBIT B

Re: Gull Pond Road Homes  
(Project Name)  
Wenfleet, Massachusetts  
(City/Town)  
CHR GPR, LLC  
(Project Sponsor)

Maximum Selling Prices, Initial Condominium Fees, and Percentage Interest Assigned to Low and Moderate Income Units

	Sale Price	Condo Fee	% Interest
One bedroom units	\$ <u>135,000</u>	\$ <u>191.25</u>	<u>17.2%</u>
Two bedroom units	\$ <u>165,000</u>	\$ <u>219.58</u>	<u>19.5%</u>
Three bedroom units	\$ _____	\$ _____	_____
Four bedroom units	\$ _____	\$ _____	_____

Location of Low and Moderate Income Units

The housing units which are Low and Moderate Income Units are those designated as lot/unit numbers \_\_\_\_\_ on:

- ☐ a plan of land entitled \_\_\_\_\_  
recorded with the \_\_\_\_\_ Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_.
- ☐ floor plans recorded with the Master Deed of the \_\_\_\_\_ Condominium recorded with  
the \_\_\_\_\_ Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_.

EXHIBIT C

[TO BE REPLACED BY BLANK DEED RIDER]

**LOCAL INITIATIVE PROGRAM**  
**AFFORDABLE HOUSING DEED RIDER**

*For Projects In Which  
Affordability Restrictions Survive Foreclosure*

made part of that certain deed (the "Deed") of certain property (the "Property") from \_\_\_\_\_ ("Grantor") to \_\_\_\_\_ ("Owner") dated \_\_\_\_\_, 200\_. The Property is located in the City/Town of \_\_\_\_\_ (the "Municipality").

RECITALS

WHEREAS, the Grantor is conveying that certain real property more particularly described in the Deed to the Owner at a consideration which is less than the fair market value of the Property; and

WHEREAS, the Property is part of a project which was: [check all that are applicable]

- (i) granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the Board of Appeals of the Municipality or the Housing Appeals Committee and recorded/filed with the \_\_\_\_\_ County Registry of Deeds/Registry District of Land Court (the "Registry") in Book \_\_\_\_\_, Page \_\_\_\_\_/Document No. \_\_\_\_\_ (the "Comprehensive Permit");
- (ii) subject to a Regulatory Agreement among \_\_\_\_\_ (the "Developer"), [ ☐ ] Massachusetts Housing Finance Agency ("Mass Housing"), [ ☐ ] the Massachusetts Department of Housing and Community Development ("DHCD") [ ☐ ] the Municipality; and [ ☐ ] \_\_\_\_\_, dated \_\_\_\_\_ and recorded/filed with the Registry in Book \_\_\_\_\_, Page \_\_\_\_\_/as Document No. \_\_\_\_\_ (the "Regulatory Agreement"); and
- (iii) ☒ subsidized by the federal or state government under the Local Initiative Program, a program to assist construction of low or moderate income housing the "Program"; and

WHEREAS, pursuant to the Program, eligible purchasers such as the Owner are given the opportunity to purchase residential property at less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than a maximum resale price, all as more fully provided herein; and

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

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

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

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

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

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

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

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

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

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

Base Income Number means the Area Median Income for a four (4)-person household.

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

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

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

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

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

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

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

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

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

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing

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

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

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

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

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

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

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

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

and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of \_\_\_\_\_ is hereby assigned to the Property.

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

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

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

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

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

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

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

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



restrictions contained herein; provided that the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner agrees to execute, to secure execution by the Ineligible Purchaser and to record with the Deed; and further provided that, if more than one Ineligible Purchaser is ready, willing and able to purchase the Property the Owner will give preference and enter a purchase and sale agreement with any individuals or households identified by the Monitoring Agent as an Appropriate Size Household earning more than eighty percent (80%) but less than one hundred twenty percent (120%) of the Area Median Income.

(e) The priority for exercising the options to purchase contained in this Section 4 shall be as follows: (i) an Eligible Purchaser located and selected by the Monitoring Agent, as provided in subsection (b) above, (ii) the Municipality or its designee, as provided in subsection (c) above, and (iii) an Ineligible Purchaser, as provided in subsection (d) above.

(f) Nothing in this Deed Rider or the Regulatory Agreement constitutes a promise, commitment or guarantee by DHCD, MassHousing, the Municipality or the Monitoring Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance Notice.

5. Delivery of Deed. (a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, (vi) the Regulatory Agreement, and (vii), except as otherwise provided in the Compliance Certificate, a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the selected purchaser, and to record with the deed. Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed. Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Deed Rider, shall be delivered and the purchase price paid (the "Closing") at the Registry, or at the option of the selected purchaser, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the selected purchaser may designate in said notice. The Closing shall occur at such

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence

that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider.

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

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

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

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

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

Municipality:

Grantor:

Owner:

Monitoring Agent[s]

- (1) Director, Local Initiative Program  
DHCD  
100 Cambridge Street  
Suite 300  
Boston, MA 02114

(2)

Others:

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

10. Further Assurances. The Owner agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and other material information pertaining to the Property and the Owner's conformance with the requirements of the Comprehensive Permit, Program and Program Guidelines, as applicable.

11. Enforcement. (a) The rights hereby granted shall include the right of the Municipality and the Monitoring Agent to enforce this Deed Rider independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and the Monitoring Agent.

(b) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Deed Rider, the Municipality and Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- (i) specific performance of the provisions of this Deed Rider;
- (ii) money damages for charges in excess of the Maximum Resale Price, if applicable;
- (iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the option to locate an Eligible Purchaser to purchase or itself purchase the Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Deed Rider; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.
- (iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Deed Rider in the absence of a Compliance Certificate, by an action in equity to enforce this Deed Rider; and
- (v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

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

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

12. Monitoring Agent Services; Fees. The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Deed Rider. As partial compensation for providing these services, a Resale Fee ☒ shall ☐ shall not be payable to the Monitoring Agent on the sale of the Property to an Eligible Purchaser or any other purchaser in



accordance with the terms of this Deed Rider. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

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

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

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

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

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

Executed as a sealed instrument this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Grantor:

Owner:

By \_\_\_\_\_

By \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_ County, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ in its capacity as the \_\_\_\_\_ of \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_ County, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ in its capacity as the \_\_\_\_\_ of \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, November 1, 2016

# VIII

### **E. AUTHORIZE THE TA TO SIGN NOTICE OF AWARD OF POLICE STATION RENOVATION TO GENERAL CONTRACTOR**

<b>REQUESTED BY:</b>	Police Station Building Committee
<b>DESIRED ACTION:</b>	Authorize the TA to sign a notice of award
<b>PROPOSED MOTION:</b>	I move to authorize the Town Administrator to sign a notice of award of Police Station Renovation to General Contractor.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



# TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667

Tel (508) 349-0300 Fax (508) 349-0305

[www.wellfleet-ma.gov](http://www.wellfleet-ma.gov)

BOARD OF  
SELECTMEN

TOWN  
ADMINISTRATOR

ASSISTANT  
TOWN ADMINISTRATOR

November 22, 2016

Mr. John J. Cardosi, President  
J. J. Cardosi, Inc  
28 Boston Street  
East Providence, RI 02914

Re: Wellfleet Police Station Renovation Project – NOTICE OF AWARD

Dear Mr. Cardosi,

The Town of Wellfleet has elected to award the above noted project to your company as the responsive and responsible company offering the lowest base bid of \$5,138,800.00.

The Project Architect will be assembling (2) formal contracts and forwarding them to you for signature. Please forward both signed originals to this office for signatures. Once the contracts have been signed by all parties a "Notice to Proceed" will be issued by the Town of Wellfleet which will define the official start date for the project.

In the interest of time, please prepare your payment and performance bonds, certificate of insurance (with the Town of Wellfleet listed as an additional insured) and W-9 for submission. You are also authorized to begin the notifications and permitting required to begin your work.

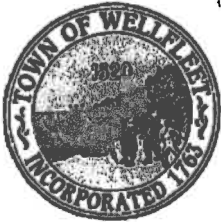
The Town's Owner's Project Manager is Pomroy Associates and all of your project coordination and oversight will be conducted through them as our agent. Richard Pomroy can be reached at (508) 456-4232 Office and (781) 603-2061 cell.

Thank you for your interest in this project. If you have any questions, please do not hesitate to call me at 508-349-0300.

Respectfully,

Daniel Hoort  
Wellfleet Town Administrator

Cc; Richard W. Pomroy (PA), Todd Costa (KBA)



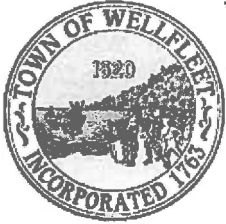
## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, November 1, 2016

# VIII

### F. VOTE TO SIGN AND SEND LETTER OF SUPPORT TO STATE AND FEDERAL DELEGATION SUPPORTING THE NEED FOR THE ARMY CORPS TO FUND AND DREDGE THE FEDERAL CHANNEL

<b>REQUESTED BY:</b>	Harbor Dredging Committee/ATA
<b>DESIRED ACTION:</b>	Approve and sign a letter of support
<b>PROPOSED MOTION:</b>	I move to approve and sign letter of support to be sent to legislative State and Federal delegation requesting the Army Corps to fund and dredge the Federal Channel.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



# TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667  
Tel (508) 349-0300 Fax (508) 349-0305  
[www.wellfleetma.org](http://www.wellfleetma.org)

**BOARD OF  
SELECTMEN**

**TOWN  
ADMINISTRATOR**

## DRAFT LETTER TO BE SENT TO OUR FEDERAL AND STATE LEGISLATIVE DELEGATION and GOVERNOR.

November \_\_, 2016

ADD ADDRESS:

Dear:

The Town of Wellfleet Board of Selectmen respectfully send you this letter seeking your action and support as we pursue having the Army Corps of Engineers dredge the Federal Channel located in Wellfleet Harbor. The Town sent a letter to Mr. Edward O'Donnell, Chief, Navigation Sections at the Army Corps of Engineers in early December 2015 (see attached letter and attachments) stating the critical public safety, economic and public health reasons that the dredging of the Federal Channel is a high priority. Mr. O'Donnell is a colleague and we write to ask for your support of the Wellfleet community and our critical economic driver, the Wellfleet Harbor, and relay your support for scheduling the dredging by the Army Corps of Engineers of the Federal Channel in Wellfleet Harbor.

Just to highlight this important factors that compel the request for your action and assistance:

1. Shell fishing is a major industry for Wellfleet. We have the second largest shellfish industry in the Commonwealth. Failure to dredge results in gradual silting in of shellfish beds which State environmental officials have stated is the most important threat to Wellfleet's shell fishing. A failure to dredge could be catastrophic to the industry.
2. Tourism is another major industry in Wellfleet. Due to the inaccessibility of the marina and harbor for 4-6 hours every day at low tide, larger cruising boats or boats with keels cannot use the harbor. An economic study established that folks who visit by boat spend hundreds if not thousands of dollars for a short stay in the Town. Local shop, restaurant and lodging owners have provided striking documentary evidence that people with larger boats have stopped coming to Wellfleet. Boat rental are also down due to the inaccessibility.
3. Harbor safety and public safety are key factors in maintain and having an accessible harbor, especially in the cases of providing search and rescue services. At present the Harbormaster cannot get out of the harbor for 2 hours on either side of low tide. This has already created some tenuous situations where the Harbormaster was unable to get out for a rescue effort.

There are many other related issues such as the fishing boat captains who are now limited in trips they can provide. This economic activity has diminished. Both directly and indirectly the evidence is compelling that the harbor is a central feature to the Town's economic vitality.

Over and above the dollars and cents is that in many ways Wellfleet Harbor defines our Town. Without the harbor the Town become very limited in the offerings it can make to residents and visitors. This view is overwhelmingly supported by townspeople of all backgrounds and interests and non-resident property owners as well. The Harbor is part of what draws us here year after year and generation after generation.

We have been working diligently and putting significant resources into getting our dredging permits in order for our portion of the maintenance dredge project. We anticipate being ready to conduct our dredging starting in the fall of 2018. However, we need the Federal Channel to be dredged as soon as possible for us to stay on our expected time line.

We appreciate your support and any assistance you are able to provide in getting the Federal Channel dredged by the Army Corp of Engineers.

Respectfully Submitted,

Wellfleet Board of Selectmen

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Dennis Murphy, Chair

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Berta Bruinooge

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Jerry Houk

---

Janet Reinhart

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Helen Miranda Wilson



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, November 1, 2016

IX

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## TOWN ADMINISTRATOR'S REPORT





# TOWN OF WELFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667

Tel (508) 349-0300 Fax (508) 349-0305

www.wellfleetma.org

To: Board of Selectmen  
From: Dan Hoort, Town Administrator  
Subject: Town Administrator's Report  
Date: November 18, 2016

This report is for the period October 22, 2016 through November 18, 2016.

1. General

- a. Police Station has been approved by Town Meeting and by voters at the Special Election.

2. Fiscal Matters

- a. Budget reviews are currently under way with department heads.
- b. Budgets are scheduled for delivery to Selectmen and Finance Committee on December 2<sup>nd</sup>.

3. Meetings

- a. October 25, 2016 – Elementary School Community Days.
- b. October 27, 2016 – Nauset Regional Sch. District Superintendent and finance staff.
- c. October 27 – Andrew Nelson of Congressman Keating's office.
- d. October 28 – Collings Center for CIP Program development.
- e. November 2 – Paul Niedzwiecki, Cape Cod Commission.
- f. November 2 – Police Building Committee.
- g. November 2 – Community Forum on Special Town Meeting articles.
- h. November 8 – Herring River Restoration Project representatives.
- i. November 9 – Shellfish meeting with DMF.
- j. November 9 – Wellfleet Chamber of Commerce Board of Directors.
- k. November 10 – Meeting on Rte 6 and Main Street intersection design.
- l. November 10 – Harbor Dredging Task Force.
- m. November 10 – Shellfish Advisory Board.
- n. November 15 – Police Building Committee
- o. November 16 – Truro Town Manager Rae Ann Palmer
- p. November 17 – Council on Aging weekly luncheon.
- q. November 17 – KBA architect regarding Town Hall flooring.
- r. November 17 – Library Volunteer Appreciation event.
- s. November 17 – Richard Sullivan, Powers and Sullivan (Town auditing firm)

4. Complaints.

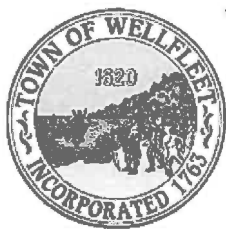
- a. none

5. Miscellaneous.

- a. Working on alternative revenue sources. Any proposals will be brought to the Board of Selectmen.

TOWN ADMINISTRATOR'S REPORT TO THE SELECTMEN

- b. Working on update for Board of Selectmen of their 'future concerns'.
- 6. Personnel Matters:
  - a. Full-time Building Inspector position has been advertised with December 2<sup>nd</sup> deadline for applications.
  - b. Town Accountant position deadline was November 18<sup>th</sup>.



## BOARD OF SELECTMEN

**AGENDA ACTION REQUEST**  
Tuesday, November 1, 2016

# X

## TOPICS FOR FUTURE AGENDAS

[illegible]



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, November 1, 2016

XI

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### CORRESPONDENCE AND VACANCY REPORT

Date: November 18, 2016  
To: Board of Selectmen  
From: Jeanne Maclauchlan  
Re: Vacancies on Town Boards

**Bike & Walkways Committee (5 Members)**

Vacant Positions	Appointing Authority	Length of Term
2 Positions	Board of Selectmen	3 years
Requesting Appointment: No applications on file		

**Building and Needs Assessment Committee (5 Members)**

Vacant Positions	Appointing Authority	Length of Term
1 Position	Board of Selectmen	3 years
Requesting Appointment: No applications on file		

**Cable Advisory Committee (5 Members)**

Vacant Positions	Appointing Authority	Length of Term
2 Positions	Board of Selectmen	1 year
Requesting Appointment: No applications on file		

**Cape Light Compact Governing Board (1 member, 1 alternate)**

Vacant Positions	Appointing Authority	Length of Term
1 alternate position	Board of Selectmen	2 years
Requesting Appointment: No applications on file		

**Commission on Disabilities (up to 7 Members)**

Vacant Positions	Appointing Authority	Length of Term
6 Positions	Board of Selectmen	3 years
Requesting Appointment: No applications on file		

**Comprehensive Wastewater Management Planning Committee (7 Members)**

Vacant Position	Appointing Authority	Length of Term
3 Positions	Board of Selectmen	3 years
Requesting Appointment: No applications on file		

**Cultural Council (no more than 15 members)**

Vacant Positions	Appointing Authority	Length of Term
2 positions	Board of Selectmen	3 years
Requesting Appointment: <b>One application on file</b>		

**Energy Committee (11 members total)**

Vacant Positions	Appointing Authority	Length of Term
2 Alternate Positions	Board of Selectmen	3 years

**1 BOS Rep**

Requesting Appointment: No applications on file

**Finance Committee** (9 members, 2 alternate)

Vacant Positions	Appointing Authority	Length of Term
2 Alternate Positions	Town Moderator	3 years
Requesting Appointment: No applications on file		

**Herring Warden** (1 Warden, 1 Assistant Warden)

Vacant Positions	Appointing Authority	Length of Term
1 Assistant Position	Board of Selectmen	3 years
Requesting Appointment: No applications on file		

**Historical Commission** (7 Members)

Vacant Positions	Appointing Authority	Length of Term
1 Position	Board of Selectmen	1 year to complete term
Requesting Appointment: No applications on file		

**Marina Advisory Committee** (7 Members, 2 Alternates)

Vacant Position	Appointing Authority	Length of Term
1 Position	Board of Selectmen	2 years
Requesting Appointment: No applications on file		

**Personnel Board** (4 members + TA + FinCom Rep)

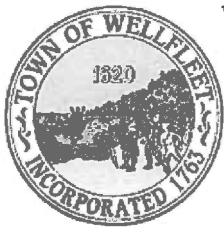
Vacant Positions	Appointing Authority	Length of Term
1 Position	Board of Selectmen	3 years
Requesting Appointment: No applications on file		

**Recycling Committee** (11 members)

Vacant Positions	Appointing Authority	Length of Term
1 Position	Board of Selectmen	3 years
Requesting Appointment: No applications on file		

**Shellfish Advisory Board** (7 Members, 2 Alternates)

Vacant Positions	Appointing Authority	Length of Term
1 Position	Board of Selectmen	3 years
1 Alternate Position		
Requesting Appointment: No applications on file		



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, November 1, 2016

# XII

### MINUTES

<b>REQUESTED BY:</b>	EA
<b>DESIRED ACTION:</b>	Approve BOS meeting minutes of October 25, 2016
<b>PROPOSED MOTION:</b>	I move to approve the meeting minutes of October 25, 2016.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



**DRAFT**  
**Wellfleet Board of Selectmen**  
**Minutes of October 25, 2016**  
**Wellfleet Town Hall Hearing Room**

**Present:** Selectmen Dennis Murphy, Helen Miranda Wilson, Janet Reinhart; Berta Bruinooge, Jerry Houk; Town Administrator Dan Hoort, Assistant Town Administrator Brian Carlson

Chairman Dennis Murphy called the meeting to order at 7:00 pm.

**Announcements, Open Session and Public Comment [7:00]**

- Wilson announced the State of the Harbor Conference scheduled for Saturday, November 5, 8:30 am to 1:30 pm at Wellfleet Elementary School.
- Wilson thanked Liz Sorrell for her service on the Finance Committee and two retiring employees – the Assistant to the Town Clerk and Treasurer Beth Berrio and Part-Time Building Inspector Richard Stevens for their service.
- Reinhart announced “**Save the Date**”, Saturday, November 12 at the COA for the Community - wide workshop – the Future of Wellfleet.
- Lilli Green alerted the Board of Selectmen about an upcoming letter for the Pilgrim Nuclear Power that will be on the November 2, meeting agenda of the Assembly of Delegates.

**Murphy opened the Public Hearing(s) at 7:05 pm.**

Request of Russell Swart to close Marconi Beach Restaurant, November 14, 2016 - late January, 2017. Russell Swart was not present to discuss his request.

**MOTION 217-095:** Wilson moved to approve the request of Russell Swart to close Marconi Beach Restaurant from November 14, 2016 through late January, 2017. Reinhart seconded and the motion passed 5-0.

**Appointments/Reappointments - John Cumbler to Open Space Committee with term ending 06/30/17** John Cumbler presented his request to serve on the Open Space Committee.

**MOTION 217-096:** Reinhart moved to appoint John Cumbler to Open Space Committee with term ending 06/30/17. Bruinooge seconded and the motion passed 5-0.

**Appointments/Reappointments - John Szucs as Special Police Officer from 11/1/2016 to 10/31/2017.**

**MOTION 217-097:** Bruinooge moved and Reinhart seconded to appoint John Szucs as Special Police Officer from November 1, 2016 to October 31, 2017. The motion passed 5-0.

**Use of Town Property - British Challenger Soccer Camp – Request for Three-year Camp Agreement** Becky Rosenberg presented the British Challenger Soccer Camp request for three-year camp agreement and recommended approving a three-year contract. Rosenberg said that this will freeze the prices for three years. Discussion ensued.

**MOTION 217-098:** Reinhart moved and Bruinooge seconded to approve the British Challenger Soccer Camp request for three-year camp agreement; conditions and use fee to be determined when the formal request for Town Property use is received. Houk asked for details of the Recreation Program schedule and the soccer camp schedule. Hoort clarified that the full contract details will be given at a later time when the actual Use of Town Property form is received. The motion passed 4-1 (Houk).



**Business: Dredging and funding opportunities for Wellfleet Harbor**

Mark Forest gave an update about lack of availability of state and federal resources for the Wellfleet Harbor Dredging project. He said that funding has not been secured and recommended becoming more involved with documenting the economic impact and commercial benefits for the need of the Harbor dredging. Murphy asked for direction to the most direct route to seek Federal funding. Forrest recommended having aggressive congressional influence and putting the pressure on the federal government. Wilson referred to a recent Division of Marine Fisheries (DMF) report where Wellfleet was identified as the Town with the biggest acreage in Massachusetts - close to 25% of the state's shellfishing acreage. Forrest said that this information should be compiled and presented and offered to assist pro bono to disseminate information to Washington, DC. Reinhart thought that the Board should reach out to the Marina Advisory Committee for support. Forrest suggested getting help from Barnstable County for permitting and regulatory support for this project. The discussion concluded with no action.

**Business: Update on the Water Tower Paint Repairs Project**

Justina Carlson, Chair of the Board of Water Commissioners reported<sup>1</sup> about the successful completion of the Wellfleet Municipal Water System Tank spot repair project. Murphy thanked the Board and the Manager for a job well done.

**Business: Police Station Building Renovation Update**

Richard Pomroy, Project Manager and Todd Costa of Kaestle Boos, Project Architect presented the bid results for the Police Station Renovation Project and went over the two bids item by item. They confirmed that the lowest bid is \$273,520 over the spring projections. Costa talked about complications with the elevator waiver from the State and said that the initial approval was revoked. There is an option for a variance for some sort of accessibility – wheel chair lift or similar, which could be considered because of the initial ruling, but this will not be known before the hearing in front of the Mass Architectural Board which is scheduled for January 9. Pomroy explained the need for contingency of 10% reserved for unknowns and unforeseen conditions. Wilson wanted to know what would be considered the norm for change orders. Costa said that typically the change orders on a new project are around 5% and around 7-8% on a renovation. Pomroy addressed Bruinooge question about the new project timeline of 14 months instead of the initially projected 10 months by explaining how liquidated damages work and the penalty the successful contractor has to pay for each day beyond the projected time line. Murphy expressed disappointment with the higher bids. Wilson said that she would have preferred to receive the information in advance. Hugh Guilderson, explained the reasons why the information was not available in advance due to the bid opening on October 18. Pomroy said that a public forum is scheduled for Wednesday, November 2, 2016 at 7 PM at the COA to answer questions about the project prior to Town Meeting.

**Business: Discussion of direction for Baker Field re-development project**

Brian Carlson asked the Board for direction and moving forward with the Baker Field re-development project. He referred to his memo<sup>2</sup> on the subject and opened it for discussion. Murphy said that he is supporting the idea of looking into modular structures. He refreshed the audience memory by saying that \$275,000 have been appropriated at Town Meeting several years ago for new restrooms at Baker Field, but recent projections came at over \$2M. He suggested looking into a three-season modular structure and portable toilets for the time being. Discussion ensued. Houk preferred a four-season building, but found the pre-fabricated modular option suitable for a four-season building and toilets for the sake of saving money in the long run. Reinhart liked Murphy's suggestion for the near future and then re-consider the entire marina area in 10-15 years. Wilson disagreed and said that the area could be deed restricted and the shellfish department and the recreation department could be swapped. According to her the septic system and the impact on the Harbor needs to be addressed sooner rather than later especially after the recent Harbor closure. Bruinooge disagreed with Wilson due to the fact that there are several big projects that are coming in the near future. Hugh Guilderson explained the water table situation of 5 ft and the resulting

challenges. According to him in 20 years the area will be in the flood plain. Carlson said he got guidance on how to move forward, and the discussion concluded.

**Business: Environmental impact of the Herring River Restoration Project (HRRP)**

Judith Stiles introduced the discussion and said that the attending community members are not against the Herring River Restoration Project in general and respect the work done so far. Based on their research Stiles said that the presenters will be talking about the fine print. She gave details about herbicide use for getting rid of the *Phragmites australis* aka common reed. She talked about use of glyphosates and the impact to nature and humans. She said that glyphosate was declared a class II carcinogen by the World Health Organization and as a result it has been banned in Europe. She read the label of Rodeo and its warning. She asked that the Board of Selectmen support not using herbicides on this project. She talked about a recent case where residents of Martha's Vineyard obtained an exemption from the State government. Michael Parlante talked about an overall impact of on the shellfish and the plume. He gave examples of similar restoration projects and their negative impact on the environment. Laura Runkel talked about the impact on the vegetation and current species that will lose their habitat. Jody Birchell went over the impact on landowners and residents whose properties will be directly affected by the project, and was concerned by the lack of mitigation, insurance, and property protection for this project. John O'Hara presented the hidden costs of the HRRP/impact on the town. Susan Baumgarten talked about the goals and summary and impact on Wellfleet's youth population as seen by her daughter Mia Baumgarten. She presented a risk-benefit analysis by metaphorically comparing it to a clinical case study. At the end she summarized the requests of all of the presenters to scale back the project and to not use herbicides. Bruce Macgibbon expressed his opinion on how about how the HRRP will affect him and his property and surrounding vegetation. Murphy re-capped his involvement with this project from its beginning. Bill Carnduff said that the selectmen are repressing the community to make a decision on this project. Murphy gave an opportunity to Gary Joseph, Herring River Restoration Committee Chair, John Portnoy and Martha Craig, Friends of the Herring River, to explain the reasons for the restoration project and address concerns and answer questions. Murphy closed the discussion by stating that the Board of Selectmen takes residents' concerns seriously; let's everyone to be heard and will continue to share information about HRRP.

**Business: Discussion with Mr. Alfred Pickard regarding tree cutting**

Alfred Pickard expressed his displeasure with the tree cutting that took place on Holbrook Avenue and according to him it occurred on his private property. He presented a picture exhibit. Robert Kennedy of Holbrook Avenue also had similar concerns and also presented a photos of the tree cutting on his side of the street. Kennedy wanted to know who the responsible party is and what is going to be done to remedy the situation. Wilson wanted to confirm the street layout according to the Assessor's map and find out how tree cutting is handled according to the Mass DEP and if the road is classified a scenic road. Murphy reminded that the Town is technically supposed to have a tree warden and in the absence of tree warden this is the responsibility of the DPW Director. He concluded that this matter should be handled by the Town Administrator and the DPW Director, and if no satisfactory solutions are identified then the issue has to be brought back to the Board of Selectmen.

**Business: Contract authorization for Transfer Station Canopy**

Brian Carlson went over the second bidding process and requested contract authorization for the Transfer Station Canopy. Hoort said that this was approved in 2015 and funds are available. Wilson suggested designating a staff member to monitor the project. Bruinooge suggested designating the Building and Needs Assessment committee to monitor the project. Murphy suggested asking structural engineer to quote for several visits.

**MOTION 217-099:** Bruinooge moved to authorize the Town Administrator to enter into contract with Cape Building Systems, Inc. for \$124,499 for the reconstruction of the canopy at the transfer station. Wilson seconded and the motion passed 5-0.

**Business: Request for Snowplowing of Arey Ln**

Robert Mangiaratti and Frank Morgan of Arey Ln presented a request for snow plowing of their paved private road. They said that they have made all efforts to comply with the paved private road snow plowing policy, and stated that the street has been plowed for the past 30 years, but now the road has been found to not be in compliance with the policy on Maintenance of Paved Private Roads due to lack of space to turn a truck around. Murphy said that the Board will need more information before making a decision. Murphy said that he will go with his own truck on a site visit. Wilson wanted to know if all other conditions were satisfied to comply with the Policy. Paul Lindberg, Assistant DPW Director said that all decisions are made not only by the DPW, but with the Fire Chief and Police Chief. The discussion concluded with no action taken by the Board.

**Business: Dog Licensing Issue**

Maurice Grunberg brought to the Selectmen's attention a problem with an unlicensed dog who had bitten his dog. He asked the Selectmen to enforce licensing of all dogs and make sure all obey the law. Wilson suggested reviewing the Dog Leash Bylaw, the Animal Control Officer report and hear the other side. Police Chief Ronald Fisette said that licensing issues go through Town Clerk's office, who is aware of the situation.

**Business: Contract authorization for Technical Assistance Grant from Cape Cod Commission**

**MOTION 217-100:** Wilson moved and Reinhart seconded to authorize the Town Administrator to sign the Technical Assistance Grant from the Cape Cod Commission. The motion passed 5-0.

**Business: Contract authorization for Tennis Court Reconstruction**

**MOTION 217-101:** Reinhart moved and Bruinooge seconded to authorize the Town Administrator to enter into contract with Lawrence Lynch Corporation for \$340,000 for the reconstruction of the tennis courts and drainage at Baker Field. The motion passed 5-0.

**Business: Authorization for participation in Mass Docs program for 250 Gull Pond Road**

**MOTION 217-102:** Bruinooge moved to authorize the participation in MassDocs program for 250 Gull Pond Rd. Wilson seconded and the motion passed 5-0.

**Business: Discussion of Building Inspector position and contract for temporary assistance**

**MOTION 217-103:** Reinhart moved and Houk seconded to authorize the Town Administrator to hire Brian Harrison as an interim part time building inspector. Bruinooge seconded. Hoort explained that Brian Harrison is available to act as an interim building inspector while the hiring process of a permanent building inspector is under way. Roger Putnam talked about the importance of full time building inspector. The motion passed 5-0.

**MOTION 217-104:** Wilson moved and Houk seconded to direct the Town Administrator to hire a full time building inspector. The selectmen discussed how the full time building inspector is going to be paid for. Bruinooge said that the FinCom could be asked to authorize funds from the reserve fund to cover the portion needed to pay for the difference between part time and full time building inspector. The motion passed 5-0.

**Business: Discussion of changing the meeting times**

Reinhart introduced a discussion about changing the Board of Selectmen meetings to an earlier time. She said that she has checked with the neighboring towns Boards of Selectmen, and all are meeting at an earlier time, and the meeting attendance does not seem to be affected. Houk and Bruinooge did not favor the idea of earlier meetings. No action was taken.

**Town Administrator's<sup>3</sup> Report – no additions.**

**Topics for Future Discussions**

- Legal Opinion on Food Trucks – ATA has it.
- Legal opinion on the Chamber request for sign at the Marina – Hoort will forward it to the BOS.
- Update of the status of Route 6/Main Street intersection
- Status of re-design of the Town Hall lawn
- Update on the status of various law suits
- Legal Training on Conflict of Interest and Open Meeting Law.
- Planning Board meeting about the landing strip
- Energy Committee – appoint Board of Selectmen representative

**Correspondence<sup>4</sup> and Vacancy<sup>5</sup> Report**

Wilson brought up Hillary Lemo's correspondence about the culching project and asked the TA to check if these conditions have been met.

**Minutes**

**MOTION 217-105:** Wilson moved and Reinhart seconded to approve the minutes<sup>6</sup> of September 27, 2016 with amendments by Wilson. The motion passed 5-0.

**MOTION 217-106:** Wilson moved and Bruinooge seconded to approve the minutes<sup>7</sup> of October 4, 2016. The motion passed 5-0.

**Adjournment**

**MOTION 217-107:** Wilson moved to adjourn the meeting at 10:53 pm. Reinhart seconded and the motion passed 5-0.

Respectfully submitted,

Michaela Miteva, Executive Assistant

<sup>1</sup> BWC Report on Water Tower Paint Spot Repairs Project completion

<sup>2</sup> ATA Memo on Baker Field Re-Development Project

<sup>3</sup> TA Report of October 18, 2016.

<sup>4</sup> Correspondence Report of October 25, 2016

<sup>5</sup> Vacancy Report of October 19, 2016

<sup>6</sup> Draft minutes of September 27, 2016

<sup>7</sup> Draft minutes of October 4, 2016