



Wellfleet Selectboard

Note: Start Time of 7pm

The Wellfleet Selectboard will hold a public meeting on **Tuesday, October 3, 2023, at 7:00 p.m.** The Chapter 2 of the Acts of 2023, this meeting will be conducted in person and as a courtesy via remote means, per 940 MCR 29.10 and the Town's Remote Participation Policy. While an option for remote attendance and/or participation is provided as a courtesy to the public, the meeting/hearing may not be suspended or terminated if technological problems interrupt the virtual broadcast unless otherwise required by law.

Joining the Meeting:

In-person at the Wellfleet ACC, 715 Old King's Highway, Wellfleet, MA, 02667

Join the meeting hosted in Zoom by using the following link:

<https://us02web.zoom.us/j/85689604806?pwd=blplVFFBZzViQ0xNWkZKMm9iMVdrdz09>

By Phone: **phone +1 929 205 6099** and enter **Meeting ID: 856 8960 4806** | **Passcode: 611877**

Landline callers can participate by dialing *9 to raise their hand.

To Participate during public comment:

- Zoom: Raise hand to be called on to speak.
- Phone: dial *9 to raise your hand.

It is at the Chair's discretion to call on members of the public. All speakers must be recognized to speak. If attending a meeting in person, please find the closest available microphone and confine any personal conversations to the outside of the meeting room. Anyone may record the session but must notify the Chair and may not interfere with the meeting to record it.

Additionally, the meeting will be broadcast live, in real time, via live broadcast on Comcast cable (Wellfleet Government TV Channel 18), also available via livestream or Video on Demand (VOD) recordings at wellfleet-ma.gov

I. *Announcements and Public Comments*

Note: Public comments must be brief. The Board will not deliberate or vote on any matter raised solely during Announcements & Public Comments.

II. *Consent Agenda*

- A. Deirdre Oringer ~ Thursday's June 27, 2024 – August 29, 2024; 9am – 4:15pm ~ Wellfleet Makers Market; grassy strip on Mayo Beach.
- B. Della Spring ~ Summer of 2024; June 25th – September 5th, 2024; 8:30am – 9:45am; Tuesday's and Thursday's; Mayo Beach behind basketball courts and Ceraldi; for yoga on the beach.
- C. Approval of the letter to the National Seashore regarding fire prevention management.

- III. ***Wellfleet Elementary School ~ Staff***
 - A. Recognition of Mary Beth Rodman for her many years of service to the town of Wellfleet
 - B. Introduction of Adam O'Shea new principal of Wellfleet Elementary School
- IV. ***Community Updates***
 - A. Approval of Route 6 Night work; Mass DOT; Jay Norton, Stantec
 - B. Zoom Platform ~ Discussion on the zoom and webinar platform.
- V. ***Use of Town Property***
 - A. Brain Friedman ~ Homerun Baseball Camp ~ Wellfleet Elementary School Baseball Field ~ Tuesday-Thursday Summer of 2024, 8:30am-11:30am.
- VI. ***Business***
 - A. 95 Lawrence Phase 1 and I/A Program SRF Applications Overview and vote to establish Authority to File ~ Anastasia Rudenko, GHD & Scott Horsley
 - B. 90 Freeman Ave, transfer of deed to the Wellfleet Housing Authority ~ Elaine McIlroy
 - C. Approve the signing of the Regulatory Agreement (RA) for Habitat's Old Kings Highway Project. ~ Habitat for Humanity; Elizabeth Wade
 - D. Bill Dugan ~ Wellfleet Scholarship Program ~ discussion and information regarding the scholarship program.
 - E. Memorial Brick Walkway ~ Rebekah Eldridge
- VII. ***Selectboard Reports***
- VIII. ***Topics for Future Discussion***
- IX. ***Vacancy Reports***
- X. ***Minutes***
 - A. September 5, 2023
 - B. September 19, 2023
- XI. ***Adjournment***



SELECTBOARD

AGENDA ACTION REQUEST

Meeting Date: October 3, 2023

I

ANNOUNCEMENTS AND PUBLIC COMMENTS

REQUESTED BY:	Wellfleet Selectboard
DESIRED ACTION:	Announcements to the board and public
PROPOSED MOTION: SUMMARY:	<i>NOTE: Public comments are limited to no more than two minutes per speaker.</i> The Board will not deliberate or vote on any matter raised solely during Announcements & Public Comments.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



SELECTBOARD

AGENDA ACTION REQUEST

Meeting Date: October 3, 2023

II

CONSENT AGENDA

REQUESTED BY:	Various Parties
DESIRED ACTION:	To approve the following without objection
SUMMARY:	I move to approve the following items with no objection: <ul style="list-style-type: none">• Use of the grassy strip on Mayo Beach to Deirdre Oringer for Maker's Market 2024, for a fee of \$325.00• The Use of Mayo Beach behind the basketball courts for beach yoga to Della Spring for summer 2024, for a fee of \$200.00• Approval of Letter to be sent to the National Seashore requesting a meeting regarding fire prevention management.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Conditions:
VOTED:	Yes _____ No _____ Abstain _____

APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

TOWN OF WELLFLEET
300 MAIN STREET
WELLFLEET, MA 02667

Applicant Deirdre Oringer Affiliation or Group WOA/Welffleet SPAT
Telephone Number 508-776-8408 Mailing Address PO Box 2156
Email address welffleetmakersmarket@gmail.com Welffleet, MA 02667

Town Property to be used (include specific area) grassy strip @ Mayo Beach - the side of the strip toward the pier

Date(s) and hours of use: Thursdays June 27 - August 29 But NOT July 4 hours 9-3:30
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. I'd like to be approved for Wed. July 3rd instead of Thursday July 4 or barn set up to 4:15 breakdown

10-15 artisans displaying their wares - mostly local participants
No food for sale (except maybe the cookie guy). fee is \$75/space per week

Wellfleet Makers Market

Describe any Town services requested (police details, DPW assistance, etc.)
no services requested

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 ensure 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: \$50.00 pd
Fee: _____

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

Health/Conservation Agent: N/A Comments/Conditions: Permits/Inspections needed:	Inspector of Buildings: N/A Comments/Conditions: Permits/Inspections needed:
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Police Department: ok - Kevin Sabacco Comments/Conditions:	Fire Department: ok - Rich Paulery Comments/Conditions:
---	--

DPW: ok - Jay Norton Comments/Conditions	Community Services Director: Comments/Conditions:
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Harbormaster: N/A Comments/Conditions	Shellfish: N/A Comments/Conditions
--	---

Recreation: ok - Becky Rosenberg Comments/Conditions	Town Administrator: Comments/Conditions
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APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

TOWN OF WELFLEET
300 MAIN STREET
WELFLEET, MA 02667

Applicant Della Spring Affiliation or Group _____

Telephone Number 781-789-8725 Mailing Address PO Box 3086

Email address dellaSpring28@gmail.com Welfleet MA 02667

Town Property to be used (include specific area) Mayo Beach - behind basketball courts / Ceraldi / Harbor Stage

Date(s) and hours of use: Summer 2024 } 8:30am - 9:45am Tuesday + Thursday
June 25 - Sept 5

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 - an all-level class of stretching and exercise. Classes are drop-in and vary in size from 5 to 25, depending on demand. Fee is \$20pp for a 75 minute class. Class is early + doesn't interfere with beach use or the market on Thursdays. If anything, they get yoga students as customers :)

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 ensure 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: \$50.00 pd. cash

Fee: _____

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

Health/Conservation Agent: N/A Comments/Conditions: Permits/Inspections needed:	Inspector of Buildings: N/A Comments/Conditions: Permits/Inspections needed:
---	--

Police Department: ok - Kevin LaRocca Comments/Conditions:	Fire Department: ok - Rich Pauley Comments/Conditions:
---	---

DPW: ok - Jay Norton Comments/Conditions	Community Services Director: Comments/Conditions:
---	---

Harbormaster: N/A Comments/Conditions	Shellfish: N/A Comments/Conditions
--	---

Recreation: ok - Becky Rosenberg Comments/Conditions	Town Administrator: Comments/Conditions
---	---



OFFICE OF THE SELECTBOARD

300 MAIN STREET
WELFLEET, MA 02667
(508) 349 - 0300

October 3, 2023

Leslie Reynolds, Acting Superintendent
The Cape Cod National Seashore
99 Marconi Site Road
Wellfleet, MA 02667

Dear Ms. Reynolds:

The Wellfleet Selectboard would like to request a meeting at your earliest convenience to discuss vegetation management and fire prevention measures undertaken by the Cape Cod National Seashore considering the recent wildfires across the United States and Canada.

Additionally, we would like to learn more about the transition of the new superintendent, Jennifer Flynn and how best to ensure that projects of mutual interest to the Town of Wellfleet and the Cape Cod National Seashore remain in the forefront of priorities going forward.

Please contact Executive Assistant to the Selectboard, Rebekah Eldridge with your availability at Rebekah.Eldridge@wellfleet-ma.gov or at 508-349-0300 x1100.

Thank you in advance and we look forward to meeting with you soon.

Sincerely,

Barbara Carboni
Chair

Cc: Selectboard
Town Administrator, Richard Waldo
Executive Assistant, Rebekah Eldridge



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: October 3, 2023

III

WELFLEET ELEMENTARY SCHOOL STAFF

~ A ~

REQUESTED BY:	Rich Waldo ~ Town Administrator
DESIRED ACTION:	To recognition of Mary Beth Rodman
PROPOSED MOTION:	Thank you, Mary Beth, for your many years of service to the children and families of Wellfleet at Wellfleet Elementary School. Enjoy your retirement.
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

TOWN OF WELFLEET ~ SELECTBOARD

300 MAIN STREET WELFLEET, MASSACHUSETTS

THIS CERTIFICATE OF APPRECIATION FOR YOUR SERVICE AND DEDICATION

MARY BETH RODMAN

Thank you for being an exemplary employee and mentor
to our children, families, and staff in Wellfleet!

SEPTEMBER 19, 2023



Barbara Carboni, Selectboard
Chair

Richard J. Waldo, Town
Administrator



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: October 3, 2023



WELFLEET ELEMENTARY SCHOOL STAFF

~ B ~

REQUESTED BY:	Rich Waldo ~ Town Administrator
DESIRED ACTION:	To Welcome Adam O’ Shea as the new Wellfleet Elementary School principal.
PROPOSED MOTION:	No motion is needed for this agenda item.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: October 3, 2023

IV

COMMUNITY UPDATES

~ A ~

REQUESTED BY:	Jay Norton ~ DPW Director; Stantec, Mass DEP
DESIRED ACTION:	To approve the Route 6-night work project.
PROPOSED MOTION:	I move to allow Mass DOT to perform work at night on Route 6 with the following conditions:
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

Jay,

The following is taken from the contract documents. As with the pavement preservation project, the contractor will have to get permission from the MassDOT resident engineer (identified as "Engineer" below) before allowing night work. The resident engineer will coordinate with the town on the decision to allow night work.

Greg

WORK SCHEDULE

(Supplementing Subsection 8.02)

Work schedule shall conform to the relevant provisions of Subsection 7.09 and the following:

Work on this project is to be done using one (1) 8-hour shift per day, 5 days a week, between the hours of 7:00 am and 3:30 pm, with the Prime Contractor and all Subcontractors working on the same shift. Set-up and removal of all equipment and materials for construction and / or traffic maintenance shall be done only during working hours for the particular work being done. The roadway shall be free of the Contractor's personnel and operations during non-work hours.

Night operations may be required for long-term lane closures on Route 6 including but not limited to work for milling and paving operations and drainage work. Night work hours shall be from 9:00 pm to 6:00 am. Nightwork will be allowed Sunday night through Thursday night and as approved by the Engineer.

The Contractor shall schedule construction operations to ensure any portion of the roadway excavated during the construction season is paved prior to either the summer or winter shutdown.

Cape Cod and the Islands Summer Roadway Work Restrictions (from Memorial Day to Labor Day) shall apply.

Rebekah Eldridge

From: McLaughlin, Jill <Jill.McLaughlin@stantec.com>
Sent: Friday, March 10, 2023 1:39 PM
To: Jay Norton
Cc: Gregory Mischel; Rebecca Roughley - Inactive; Richard Waldo
Subject: RE: Wellfleet Rte 6 & Main St - Construction Schedule and Night Work

Hi Jay

I'm writing to follow back up on the impact to traffic if we were to prohibit night work. This is specific to tasks that would not allow enough room for two-way traffic flow. For example, installation of drainage pipes and structures. We've evaluated the traffic and alternating one way traffic on Route 6 during the day would result in a 200 second delay per vehicle with the 95th percentile queues of 825 feet (33 vehicles). For overnight work, we are seeing a 32 second delay per vehicle or a 250 foot queue (10 vehicles). We are estimating that work that will require the restriction will take around 60 days.

Please let me know if I can help with any additional information to support your review.

Thank you,
Jill

Jill McLaughlin, P.E.
Senior Associate
Direct: (508) 591-4376



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From: McLaughlin, Jill
Sent: Tuesday, February 28, 2023 5:04 PM
To: Jay Norton <Jay.Norton@wellfleet-ma.gov>
Cc: Gregory Mischel <gregory.mischel@state.ma.us>; Rebecca Roughley <Rebecca.Roughley@wellfleet-ma.gov>; Richard Waldo <Richard.Waldo@wellfleet-ma.gov>
Subject: RE: Wellfleet Rte 6 & Main St - Construction Schedule and Night Work

Correct. No work is allowed (unless otherwise approved by the Town) between Memorial Day and Labor Day.

Jill

Jill McLaughlin, P.E.
Senior Associate
Direct: (508) 591-4376



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From: Jay Norton <Jay.Norton@wellfleet-ma.gov>
Sent: Tuesday, February 28, 2023 1:10 PM
To: McLaughlin, Jill <Jill.McLaughlin@stantec.com>
Cc: Gregory Mischel <gregory.mischel@state.ma.us>; Rebecca Roughley <Rebecca.Roughley@wellfleet-ma.gov>; Richard Waldo <Richard.Waldo@wellfleet-ma.gov>
Subject: Re: Wellfleet Rte 6 & Main St - Construction Schedule and Night Work

Ok thanks Jill. If you could also estimate what months construction activities would occur that would be great (Sept-May?). There's a moratorium for summer work, correct?

Jay R. Norton – DPW Director

Department of Public Works

Town of Wellfleet

220 West Main Street

Wellfleet, MA 02667

508-349-0315

jay.norton@wellfleet-ma.gov



From: McLaughlin, Jill <Jill.McLaughlin@stantec.com>
Sent: Tuesday, February 28, 2023 1:07 PM
To: Jay Norton <Jay.Norton@wellfleet-ma.gov>
Cc: Gregory Mischel <gregory.mischel@state.ma.us>; Rebecca Roughley <Rebecca.Roughley@wellfleet-ma.gov>; Richard Waldo <Richard.Waldo@wellfleet-ma.gov>
Subject: RE: Wellfleet Rte 6 & Main St - Construction Schedule and Night Work

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thanks, Jay!

Let me see what I can pull together for this. My primary concern would be impact to traffic on Route 6. We'll need to go to alternating one way traffic for some construction activities which may be difficult with traffic during the day. I'll need to follow up with our traffic engineer and construction scheduler to get more specifics. I might need a couple of days to coordinate with folks on this but I'll circle back as soon as I know more.

Jill

Jill McLaughlin, P.E.

Senior Associate

Direct: (508) 591-4376



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From: Jay Norton <Jay.Norton@wellfleet-ma.gov>

Sent: Monday, February 27, 2023 8:58 PM

To: McLaughlin, Jill <Jill.McLaughlin@stantec.com>

Cc: Gregory Mischel <gregory.mischel@state.ma.us>; Rebecca Roughley <Rebecca.Roughley@wellfleet-ma.gov>;

Richard Waldo <Richard.Waldo@wellfleet-ma.gov>

Subject: RE: Wellfleet Rte 6 & Main St - Construction Schedule and Night Work

Hi Jill,

Thanks for reaching out. 6 years?! Wow. Greg reached out to me too. I don't think I can authorize this in my capacity as DPW Director. There is a noise by law in the Town of Wellfleet general by laws (10 PM – 8 AM) that will need to be waived by the Select Board from my understanding. I would recommend crafting a brief summary explaining the reason for the request including the ramifications to the project schedule if night work wasn't allowed, i.e. it would increase schedule by 2 years which would be cost prohibitive, etc. Can that be summarized in a way?

I'm copying Town administration on this so they are in the loop.

Jay R. Norton – DPW Director

Department of Public Works

Town of Wellfleet

220 West Main Street

Wellfleet, MA 02667

508-349-0315

jay.norton@wellfleet-ma.gov



From: McLaughlin, Jill <Jill.McLaughlin@stantec.com>

Sent: Monday, February 27, 2023 5:20 PM

To: Jay Norton <Jay.Norton@wellfleet-ma.gov>

Cc: Gregory Mischel <gregory.mischel@state.ma.us>

Subject: Wellfleet Rte 6 & Main St - Construction Schedule and Night Work

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Jay!

I've been having a side conversation with MassDOT (I've cc'd Greg on the email too) about the Construction Schedule and the need for night work. I don't recall if we have discussed either so I wanted to follow up with you just to be sure.

Currently with the added work up to School Street we are looking at about 6 years for construction. We are reviewing this duration with MassDOT to see if we can reduce it, but 6 years is where we are currently at.

We anticipate that for some construction activities, we will need to construct at night. We don't have a good detour option for Route 6 traffic so the assumption is that any activity that won't allow us to maintain one lane in each direction will need to be performed at night. This will include some of the drainage work and possibly some of the milling, paving, and pavement marking work. We are assuming work on Main Street will be done during the day and alternating one way traffic will be used, so no night work on Main Street. Is this ok with the Town?

Jill

Jill McLaughlin, P.E.

Senior Associate (she/her)

Direct: 508 591-4376

Fax: 617 786-7962

Jill.McLaughlin@stantec.com

Stantec

300 Crown Colony Drive, Suite 110

Quincy MA 02169-0982



Are you looking for a new role in #Transportation? Come join me at @Stantec! Explore our open roles here: <http://ow.ly/PoS50KWhlu>

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Caution: This email originated from outside of Stantec. Please take extra precaution.

Attention: Ce courriel provient de l'extérieur de Stantec. Veuillez prendre des précautions supplémentaires.

Atención: Este correo electrónico proviene de fuera de Stantec. Por favor, tome precauciones adicionales.

Caution: This email originated from outside of Stantec. Please take extra precaution.

Attention: Ce courriel provient de l'extérieur de Stantec. Veuillez prendre des précautions supplémentaires.

Atención: Este correo electrónico proviene de fuera de Stantec. Por favor, tome precauciones adicionales.



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: October 3, 2023

IV

COMMUNITY UPDATES

~ B ~

REQUESTED BY:	Chair ~ Barbara Carboni
DESIRED ACTION:	To discuss and vote on a zoom platform for Selectboard meetings moving forward.
PROPOSED MOTION:	If a motion is decided on, one will be made at the time of the meeting.
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: October 3, 2023

V

USE OF TOWN PROPERTY

~ A ~

REQUESTED BY:	Brian Friedman
DESIRED ACTION:	To approve the use of Wellfleet Elementary School Baseball field for summer of 2024.
PROPOSED MOTION:	I move to approve the use of Wellfleet Elementary School Baseball Field for Homerun Baseball Camp, Tuesday – Thursdays for the summer of 202 from 8:30am – 11:30am for a fee of \$200.00
SUMMARY:	
Project	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

TOWN OF WELFLEET
300 MAIN STREET
WELFLEET, MA 02667

Applicant Brian Friedman

Affiliation or Group Home Run Baseball Camp

Telephone Number 347-463-6900

Mailing Address 969 77th Street

Email address FriedmanBrian19@gmail.com

Brooklyn, NY 11228

Town Property to be used (include specific area) Elementary School Baseball Field

Date(s) and hours of use: Tuesday, Wednesday, Thursday 8:30AM - 11:30AM 7/2/24 - 8/22/24

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.

Baseball Camp ages 6-12, all ability levels welcome. We will be working closely with Welfleet Rec. Campers will pay \$250/week, with scholarships available. Registration will be capped at 30. All equipment will be provided by Home Run Baseball Co.

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

Use of field

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 ensure 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: \$50.00

Fee: _____

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

Health/Conservation Agent: N/A Comments/Conditions: Permits/Inspections needed:	Inspector of Buildings: N/A Comments/Conditions: Permits/Inspections needed:
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Police Department: ok - Kevin LaRocco Comments/Conditions:	Fire Department: ok - Rich Pauley Comments/Conditions:
---	---

DPW: ok - Pete Moris Comments/Conditions	Community Services Director: Comments/Conditions: - must provide portable toilets - water to be provided
---	--

Harbormaster: N/A Comments/Conditions	Shellfish: N/A Comments/Conditions
--	---

Recreation: ok - Becky Rosenberg Comments/Conditions	Town Administrator: Comments/Conditions
---	---



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: October 3, 2023

VI

BUSINESS

~ A ~

REQUESTED BY:	Scott Horsley & Anastasia Rudenko
DESIRED ACTION:	To approve the 95 Lawrence Phase 1 and I/A Program
PROPOSED MOTION:	I move to Designate the Town Administrator as the Certifying Signatory for SRF financing applications and provide signature to the attached Certifying Authority to File Form.
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



Wellfleet, MA
2023 SRF Applications
Select Board Meeting
October 3, 2023

Town of Wellfleet, MA



2023 SRF Applications - Agenda

- Funding Overview
- Projects Overview
 - 95 Lawrence Road – Phase 1
 - I/A Program
- Milestones / Next Steps

Massachusetts Clean Water Trust
Office of the Treasurer and Receiver - General
Executive Office for Administration and Finance
Department of Environmental Protection



**Application for Financial Assistance
Clean Water State Revolving Fund**

Construction Stage

January 2023

Department of Environmental Protection
Bureau of Water Resources
Division of Municipal Services
100 Cambridge Street Suite 900
Boston, Massachusetts 02114



SRF Financing

- Low interest financing through the Massachusetts Clean Water Trust and MassDEP to assist communities in complying with the Clean Water and Safe Drinking Water Acts
- Loans financed up to 30 years
- Principal forgiveness through Cape & Islands Water Protection Fund
- Fixed 2% interest rate
 - Interest rate reduction of up to 0.5% due to Wellfleet's designation as a Housing Choice Community
 - Potential for 0% Nutrient Enrichment Reduction Loans (if Town meets 0% qualifying criteria prior to permanent financing)



SRF Financing

- Opportunity to reduce interest rate to 0% for nitrogen removal projects if qualifying criteria are met:
 - Project primarily intended to remediate / prevent nutrient enrichment
 - MEPA Certificate
 - Flow neutral land controls (flow/growth neutral bylaw)
 - Consistency with Regional Water Resources Plan
 - Certification of no Nutrient Related Enforcement Orders



95 Lawrence Road – Phase 1

- Proposed municipally constructed, owned and operated decentralized sewer district
 - New tertiary treated wastewater treatment facility
 - New collection system serving:
 - 95 Lawrence Road parcel
 - Fire Station
 - Police Station
 - Elementary School
- Anticipated project costs \$4.6 M
- Project will reduce nitrogen loading to the Duck Creek Estuary (Wellfleet Harbor watershed)



Enhanced I/A Septic System Program

- Draft Wellfleet TWMP outlines a hybrid approach of conventional and non-conventional nitrogen reduction technologies to meet water quality goals in Wellfleet Harbor
 - I/A program outlined in draft Wellfleet Harbor TWMP
 - Pilot program to install approximately 20 I/A systems in nitrogen impaired Wellfleet Harbor watershed
 - Project cost - \$0.45 M



Item	Included (check)	Previously submitted (date)	Not applicable (check)
Part I - Applicant Information and Certification			
1. Authority to File	<input type="checkbox"/>		
2. Certifying Authority to File	<input type="checkbox"/>		
3. Local Appropriation	<input type="checkbox"/>		
4. Fiscal Sustainability Plan Certification (or FSP Schedule)	<input type="checkbox"/>		
5. Cost and Effectiveness Certification (or C&E schedule)	<input type="checkbox"/>		
6. Useful Life Certificate	<input type="checkbox"/>		
7. Enterprise Account Certification	<input type="checkbox"/>		<input type="checkbox"/>
Part II - Project Information			
1. Plans & Specifications	<input type="checkbox"/>		
Part III - Supplemental Requirements			
1. Land Title/Easements (Legal Opinion)	<input type="checkbox"/>		
2. IWRMP, CWMP or Project Evaluation Report	<input type="checkbox"/>		
3. Water Resources Certifications (310 CMR 44.07)	<input type="checkbox"/>		
4. Land Use Certification (310 CMR 44.07)	<input type="checkbox"/>		
5. Inter-municipal Agreements	<input type="checkbox"/>		<input type="checkbox"/>
6. User Charge System (310 CMR 44.12(2)(b))	<input type="checkbox"/>		
7. Sewer Use Ordinance (on file with MassDEP)	<input type="checkbox"/>		<input type="checkbox"/>
8. Federal and/or State Wastewater Discharge Permits	<input type="checkbox"/>		<input type="checkbox"/>
9. Site Hearing	<input type="checkbox"/>		<input type="checkbox"/>
10. Construction Permits			
a. US Army Corps of Engineers	<input type="checkbox"/>		<input type="checkbox"/>
b. MassDEP			
- Air Quality	<input type="checkbox"/>		<input type="checkbox"/>
- Sludge Disposal Approval	<input type="checkbox"/>		<input type="checkbox"/>
- Water Quality Certification	<input type="checkbox"/>		<input type="checkbox"/>
- Waterways	<input type="checkbox"/>		<input type="checkbox"/>
c. Local Conservation Commission (Order of Conditions)	<input type="checkbox"/>		<input type="checkbox"/>
d. MassDOT	<input type="checkbox"/>		<input type="checkbox"/>
e. MBTA/Railroad	<input type="checkbox"/>		<input type="checkbox"/>
f. Other State/Federal (Crosscutters Memorandum) Permits	<input type="checkbox"/>		<input type="checkbox"/>
g. DCR	<input type="checkbox"/>		<input type="checkbox"/>
11. Protection of Water Supplies	<input type="checkbox"/>		<input type="checkbox"/>
12. Coastal Zone Management Consistency Certificate	<input type="checkbox"/>		<input type="checkbox"/>
13. MEPA Compliance	<input type="checkbox"/>		
14. Flood Insurance Participation	<input type="checkbox"/>		<input type="checkbox"/>
15. Historic Preservation	<input type="checkbox"/>		



Item	Included (check)	Previously submitted (date)	Not applicable (check)
16. Legislation (if needed)	<input type="checkbox"/>		<input type="checkbox"/>
17. Professional Services Agreements			
a. Required Model Sub-Agreement Clauses	<input type="checkbox"/>		<input type="checkbox"/>
b. Detailed Fee Breakdown	<input type="checkbox"/>		<input type="checkbox"/>
c. Subcontracts	<input type="checkbox"/>		<input type="checkbox"/>
d. Disadvantaged Business Enterprise	<input type="checkbox"/>		<input type="checkbox"/>
e. Chapter 233 - Statement on MA Taxes	<input type="checkbox"/>		<input type="checkbox"/>
18. Map of Project	<input type="checkbox"/>		<input type="checkbox"/>
19. Basic Design Data	<input type="checkbox"/>		<input type="checkbox"/>
20. Federal Flood Risk Management Standard (FFRMS)	<input type="checkbox"/>		<input type="checkbox"/>
21. Provision for O & M Program	<input type="checkbox"/>		<input type="checkbox"/>
22. Displacement of Persons or Businesses	<input type="checkbox"/>		<input type="checkbox"/>
23. Plan of Operation	<input type="checkbox"/>		<input type="checkbox"/>
24. Start-up Services	<input type="checkbox"/>		<input type="checkbox"/>
25. Post-Construction Services	<input type="checkbox"/>		<input type="checkbox"/>
Part IV – 0% Interest Rate Financing for Certain Nutrient Removal Projects (if applicable)			
1. MassDEP CWMP Approval Letter or MEPA Certificate	<input type="checkbox"/>		<input type="checkbox"/>
2. Project Narrative with Cost Breakdown	<input type="checkbox"/>		<input type="checkbox"/>
3. Flow Neutral Land Controls	<input type="checkbox"/>		<input type="checkbox"/>
4. Consistency with Regional Water Resources Plan	<input type="checkbox"/>		<input type="checkbox"/>
5. Certification of no Nutrient Related Enforcement Orders	<input type="checkbox"/>		<input type="checkbox"/>



Funding Milestones

- Town submitted initial SRF Application for both projects in August 2022
- Both projects appeared on State Intended Use Plan in January 2023
- Construction Appropriations for both projects passed at Town Meeting in 2023
- SRF Financing Applications due October 13, 2023
 - Requires designation of Certifying Authority (requested motion 10/3)
- Construction contracts need to be executed by June 30, 2024





www.ghd.com



TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET, MASSACHUSETTS 02667

Office of the Town Clerk

Townclerk@wellfleet-ma.gov

Tel (508) 349-0301 Fax (508) 349-0317

Wellfleet-ma.gov

At a legal meeting of the qualified voters of the Town of Wellfleet held on September 18, 2023 the following Article # 2, was printed in the Warrant:

ARTICLE NO. 2 – LAWRENCE HILL – WASTEWATER TREATMENT FACILITY – PHASE I:

To see if the Town will vote to modify the vote taken under Article 21 of the June 2021 Annual Town Meeting for the 95 Lawrence Road Cluster Wastewater Treatment Facility, which authorized borrowing the sum of \$1,931,886 for this purpose, by amending the source of borrowing from General Laws Chapter 44, Section 8, or any other enabling legislation, including the Massachusetts Water Pollution Abatement Trust, to the Massachusetts Clean Water Trust, or otherwise, under and pursuant to General Laws Chapter 111, §121B½, and further, to see if the Town will vote to appropriate a sum of money, not to exceed

\$2,668,114 for the purpose of, designing, permitting, and constructing wastewater facilities in conjunction with an affordable housing project at 95 Lawrence Road, including connecting nearby Town buildings in Phase I, and for the payment of all other costs incidental and related thereto, and that to meet this appropriation the Town Treasurer, with the approval of the Selectboard be and hereby is authorized to borrow said amount under and pursuant to Chapter 44 of the General Laws, or pursuant to any other enabling authority including the Massachusetts Clean Water Trust or otherwise, under and pursuant to General Laws Chapter 111, §121B½ or pursuant to any other enabling authority including the Massachusetts

Water Pollution Abatement Trust, and to issue bonds or notes of the Town therefore; provided, however that no sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts necessary to pay debt service on any bonds or notes issued pursuant to this vote from the limits of Chapter 59, Section 21C of the Massachusetts General Laws (Proposition 2 ½) or take any other action in relation thereto. (Recommended by the Selectboard)

2/3rds Majority Vote Required

Recommendations:

Selectboard: Yes-5, No-0, Abstain-0

Finance Committee-Yes-6, No-0, Abstain-0

Wellfleet Housing Authority: Yes-5, No-0, Abstain-0

It was moved and seconded that the Town vote to modify the vote taken under Article 21 of the June 2021 Annual Town Meeting for the 95 Lawrence Road Cluster Wastewater Treatment Facility, which authorized borrowing the sum of \$1,931,886 for this purpose, by amending the source of borrowing from General Laws Chapter 44, Section 8, or any other enabling legislation, to General Laws Chapter 44, Section 8, the Massachusetts Clean Water Trust, and further, that the Town vote to

appropriate the sum of \$2,668,114 for the purpose of designing, permitting, and constructing wastewater facilities in conjunction with an affordable housing project at 95 Lawrence Road, including connecting nearby Town buildings in Phase I, and for the payment of all other costs incidental and related thereto, and that to meet this appropriation the Town Treasurer, with the approval of the Selectboard be and hereby is authorized to borrow said \$2,668,114 under and pursuant to Chapter 44 of the General Laws, the Massachusetts Clean Water Trust , and to issue bonds or notes of the Town therefore; provided, however that no sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts necessary to pay debt service on any bonds or notes issued pursuant to this vote from the limits of Chapter 59, Section 21C of the Massachusetts General Laws (Proposition 2 ½).

The Moderator declared the motion carried on a 2/3rd vote.

Contingent Appropriation to be voted on Wednesday September 27, 2023 Special Town Election.

A TRUE COPY ATTEST:

Jennifer M. Congel
Town Clerk



TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET, MASSACHUSETTS 02667

Office of the Town Clerk

Townclerk@wellfleet-ma.gov

Tel (508) 349-0301 Fax (508) 349-0317

Wellfleet-ma.gov

At a legal meeting of the qualified voters of the Town of Wellfleet held on September 18, 2023 the following Article # 3, was printed in the Warrant:

ARTICLE NO. 3 – ENHANCED INNOVATIVE & ALTERNATIVE SEPTIC PRO- GRAM:

To see if the Town will vote to modify the vote taken under Article 4 of the April 2023 Annual Town Meeting relative to Item 7B, which authorized borrowing the sum of \$200, 000 for Enhanced Innovative & Alternative Septic Systems by amending the source of borrowing from General Laws Chapter 44, Section 7, or any other enabling legislation, to the Massachusetts Clean Water Trust, or otherwise, under and pursuant to General Laws Chapter 111, §121B½ or pursuant to any other enabling authority including the Massachusetts Water Pollution Abatement Trust, or take any other action in relation thereto. (Requested by the Selectboard).

Majority Vote Required

Recommendations:

Selectboard- Yes-5, No-0, Abstain-0

Finance Committee: Yes-6, No-0, Abstain-0

It was moved and seconded that the Town vote modify the vote taken under Article 4 of the April 2023 Annual Town Meeting relative to item 7B, which authorized borrowing the sum of \$200,000 for Enhanced Innovative & Alternative Septic Systems by amending the source of borrowing from General Laws Chapter 44, Section 7 or any other enabling legislation, to General Laws Chapter 111, Section 127 B 1/2, the Massachusetts Clean Water Trust, or pursuant to any other enabling authority.

The Moderator declared the motion carried on a majority vote.

A TRUE COPY ATTEST:

Jennifer M. Congel
Town Clerk

TO BE FORMATTED ON TOWN LETTERHEAD

INSERT DATE HERE

Ms. Maria Pinaud
Division of Municipal Services
State Revolving Fund Acting Program Director
Massachusetts Department of Environmental Protection
One Winter Street, 5th Floor
Boston, MA 02108-4747

RE: Clean Water State Revolving Fund #12470

Dear Ms. Pinaud,

Thank you for considering the Clean Water State Revolving Fund application for the Town of Wellfleet for wastewater infrastructure.

As the Town of Wellfleet is creating a new wastewater treatment utility, the following items will be addressed prior to the project achieving Substantial Completion:

SRF Checklist Item #:

- Part 1, Item 4: Fiscal Sustainability Plan Certification (or FSP Schedule)
- Part 1, Item 5: Cost and Effectiveness Certification (or C&E Schedule)
- Part 1, Item 7: Enterprise Account Certification
- Part 3, Item 6: User Charge System
- Part 3, Item 7: Sewer Use Ordinance

Sincerely,

Richard J. Waldo
Town Administrator, Wellfleet

AUTHORITY TO FILE

Whereas, Town of Wellfleet, Massachusetts, after thorough investigation,
(Applicant)

has determined that the work activity consisting of: Wastewater infrastructure

(describe project)

is both in the public interest and necessary to protect the public health, and that to undertake this activity, it is necessary to apply for assistance; and

Whereas, the Massachusetts Department of Environmental Protection (MassDEP) and the Massachusetts Clean Water Trust (the Trust) of the Commonwealth of Massachusetts, pursuant to Chapter 21 and Chapter 29C of the General Laws of the Commonwealth (Chapter 21 and Chapter 29C) are authorized to provide financial assistance to municipalities for the purpose of funding planning and construction activities relative to Water Pollution Abatement Projects and Drinking Water Projects; and

Whereas, the Applicant has examined the provisions of the Act, Chapter 21 and Chapter 29C, and believes it to be in the public interest to file a loan application.

NOW, THEREFORE, BE IT RESOLVED by Select Board
(Governing Body)

as follows:

1. That Richard J. Waldo is hereby authorized on behalf
(Title of Official)

of the Applicant to file applications and execute agreements for grant and/or loan assistance as well as furnishing such information, data and documents pertaining to the applicant for a grant(s) and/or loan(s) as may be required; and otherwise to act as the authorized representative of the Applicant in connection with this application;

2. That the purpose of said loan(s), if awarded, shall be to fund planning activities.
3. That if said award is made the Applicant agrees to pay those costs which constitute the required Applicant's share of the project cost.

CERTIFYING STATEMENT

I hereby certify that the _____ Select Board _____ of _____

(Name of Governing Body)

the _____ Town of Wellfleet, Massachusetts _____

(Corporate Name of Local Government Unit)

(hereinafter referred to as the "Applicant"), at a meeting noticed and conducted in accordance with all applicable legal requirements, duly voted to authorize

_____ Town Administrator _____

(Title of Local Government Unit Official)

to act on behalf of the Applicant, as its agent, in filing applications for, executing agreements regarding, and performing any and all other actions necessary to secure for the Applicant such as grant(s) and/or loan(s) for planning or construction of Water Pollution Abatement Projects or Drinking Water Projects as may be made available to the Applicant pursuant to the provisions of the Massachusetts Clean Waters Act (M.G.L. c.21, section 27-33E, inclusive, as amended) and the Water Pollution Abatement Revolving Loan Program (M.G.L. c.29C) for the following project:

_____ Wastewater Infrastructure _____

(describe project)

I hereby certify that _____ Richard J. Waldo _____ is the present incumbent of the

(Name of Person)

position referenced above, and do hereby certify:

1. That the attached resolution is a true and correct copy of the resolution as finally adopted at a meeting of the governing body held on the _____ day of _____, 20____, and duly recorded in my office:
2. That said meeting was duly convened and held in all respects in accordance with law and to the extent required by law, due and proper notice of such meeting was given; and a legal quorum was present throughout the meeting, and a legally sufficient number of members of the governing body voted in the proper manner and for the adoption of said resolution; that all other requirements and proceedings under the law incident to the proper adoption or passage of said resolution, including publication, if required, have been duly fulfilled, carried out, and otherwise observed; and that I am authorized to execute this certificate:
3. That if an impression of a seal has been affixed below, it constitutes the official seal of the Applicant and this certificate is hereby executed under such official seal; but if no seal has been affixed, the Applicant does not have an official seal:

IN WITNESS WHEREOF, I have hereunto set my hand this day of _____ day of _____, 20_____.

Signature: _____ Title: _____

(Certifying Signatory)

Printed name: _____

AFFIX SEAL

Enterprise Account Certification

I _____, _____
(name) (title/position)

Authorized Representative of (local governmental unit) _____
(local governmental unit)

(the "Applicant") hereby certify that: the Applicant has established a sewer or water enterprise fund under M.G.L. c.44, §53F1/2, or in lieu of the applicable enterprise fund has established a separate restricted account that is the equivalent of such fund; and that since January 1, 2015, Applicant has not transferred or otherwise used money from its enterprise fund or restricted account for its local governmental operating budget, other than to pay or reimburse, valid expenses or obligations related to such fund or restricted account.

Signature _____

Date _____

TO BE FORMATTED ON TOWN LETTERHEAD

Date

Ms. Maria Pinaud
Division of Municipal Services
State Revolving Fund Program Director
Massachusetts Department of Environmental Protection
One Winter Street, 5th Floor
Boston, MA 02108-4747

RE: Clean Water State Revolving Fund #12470 – Certification of No Nutrient Related Enforcement Orders
Town of Wellfleet, MA

Dear Ms. Pinaud,

Thank you for considering the Clean Water State Revolving Funds application for the Town of Wellfleet for a wastewater treatment plant and sanitary sewer system collection system.

This is to certify that the Town of Wellfleet is not currently subject to a MassDEP enforcement order, administrative consent order, or unilateral administrative order or enforcement action by the United States Environmental Protection Agency due to a violation of a nutrient-related total maximum daily load standard or other nutrient based standard. The Town is not currently subject to a state or federal court order relative to the proposed project.

Sincerely,

Richard J. Waldo
Town Administrator

CERTIFICATE OF TITLE TO PROJECT SITE

I, _____, Attorney At Law, representing the (City/Town)
of Wellfleet, Massachusetts, herein called the Applicant, as title counsel,
do hereby certify:

1. That I have investigated and ascertained the location of, and am familiar with the legal description of the site or sites being provided by the Applicant for all elements (treatment plant, interceptors, outfalls, pumping stations, force mains, and appurtenances) of the water pollution abatement project for which State Financial Assistance has been offered, identified as CWSRF No. 12470
2. That I have examined the deed records of the county or counties in which this project is to be located and, in my opinion, the Applicant has a legal and valid fee simple title or other estate or interest in the site of the project, including the necessary easements and rights-of-way as are necessary to undisturbed use and possession for the purposes of construction and operation for the estimated life of the project.
3. That any deeds or documents required to be recorded, in order to protect the title of the owner and the interest of the Applicant, have been duly recorded or filed for record wherever necessary with reference to Contracts _____ through _____, inclusive.

Dated this _____ day of _____, 20_____.

WATER RESOURCES AND WASTEWATER PLANNING CERTIFICATION

I, the undersigned, being duly authorized to act on behalf of the Applicant, certify that to the best of my knowledge this project is consistent with current existing state, regional, and local water resource and wastewater planning requirements including but not limited to:

1. River basin water quality management plans pursuant to section 303(e) of the Federal Clean Water Act;
2. nonpoint source management plans pursuant to section 319 of the Federal Clean Water Act;
3. estuaries management plans pursuant to section 320 of the Federal Clean Water Act;
4. Area-Wide Water Quality Management Plans pursuant to section 208 of the federal Clean Water Act;
5. local water resource management plans pursuant to regulations of the Water Resources Commission;
6. water emergency planning pursuant to c.21G of the Massachusetts General Laws;
7. Phase II Storm Water General Permit.

Town of Wellfleet, MA

Applicant

Richard J. Waldo

Town Administrator

Type Name

Title

Signature

Date

LAND USE CERTIFICATION

I, the undersigned, being duly authorized to act on behalf of the Applicant, certify that the land use regulations, zoning and other controls identified below are consistent with the wastewater system service populations as projected in the Applicant's wastewater management plan:

Town of Wellfleet, MA	
Applicant	
Richard J. Waldo	Town Administrator
Type Name	Title
Signature	Date

TO BE FORMATTED ON TOWN LETTERHEAD

Date

Ms. Maria Pinaud
Division of Municipal Services
State Revolving Fund Program Director
Massachusetts Department of Environmental Protection
One Winter Street, 5th Floor
Boston, MA 02108-4747

RE: Clean Water State Revolving Fund #12470 – Certification of No Nutrient Related Enforcement Orders
Town of Wellfleet, MA

Dear Ms. Pinaud,

Thank you for considering the Clean Water State Revolving Funds application for the Town of Wellfleet for a wastewater treatment plant and sanitary sewer system collection system.

This is to certify that the Town of Wellfleet is not currently subject to a MassDEP enforcement order, administrative consent order, or unilateral administrative order or enforcement action by the United States Environmental Protection Agency due to a violation of a nutrient-related total maximum daily load standard or other nutrient based standard. The Town is not currently subject to a state or federal court order relative to the proposed project.

Sincerely,

Richard J. Waldo
Town Administrator

TO BE FORMATTED ON TOWN LETTERHEAD

INSERT DATE HERE

Ms. Maria Pinaud
Division of Municipal Services
State Revolving Fund Acting Program Director
Massachusetts Department of Environmental Protection
One Winter Street, 5th Floor
Boston, MA 02108-4747

RE: Clean Water State Revolving Fund #12403

Dear Ms. Pinaud,

Thank you for considering the Clean Water State Revolving Fund application for the Town of Wellfleet for their I/A Program Project.

As the Town of Wellfleet is creating a new wastewater treatment utility, the following items will be addressed prior to the project achieving Substantial Completion:

SRF Checklist Item #:

- Part 1, Item 4: Fiscal Sustainability Plan Certification (or FSP Schedule)
- Part 1, Item 5: Cost and Effectiveness Certification (or C&E Schedule)
- Part 1, Item 7: Enterprise Account Certification
- Part 3, Item 6: User Charge System
- Part 3, Item 7: Sewer Use Ordinance

Sincerely,

Richard J. Waldo
Town Administrator, Wellfleet

TO BE FORMATTED ON TOWN LETTERHEAD

INSERT DATE HERE

Ms. Maria Pinaud
Division of Municipal Services
State Revolving Fund Acting Program Director
Massachusetts Department of Environmental Protection
One Winter Street, 5th Floor
Boston, MA 02108-4747

RE: Clean Water State Revolving Fund #12403 – Displacement of Persons or Businesses
Town of Wellfleet, MA

Dear Ms. Pinaud,

Thank you for considering the Clean Water State Revolving Fund application for the Town of Wellfleet for wastewater infrastructure.

This project has not caused since January 1, 1971, and will not cause the displacement of any individual, family business, or farm.

Sincerely,

Richard J. Waldo
Town Administrator

TO BE FORMATTED ON TOWN LETTERHEAD

Date

Ms. Maria Pinaud
Division of Municipal Services
State Revolving Fund Program Director
Massachusetts Department of Environmental Protection
One Winter Street, 5th Floor
Boston, MA 02108-4747

RE: Clean Water State Revolving Fund #12470 – Certification of No Nutrient Related Enforcement Orders
Town of Wellfleet, MA

Dear Ms. Pinaud,

Thank you for considering the Clean Water State Revolving Funds application for the Town of Wellfleet for a wastewater treatment plant and sanitary sewer system collection system.

This is to certify that the Town of Wellfleet is not currently subject to a MassDEP enforcement order, administrative consent order, or unilateral administrative order or enforcement action by the United States Environmental Protection Agency due to a violation of a nutrient-related total maximum daily load standard or other nutrient based standard. The Town is not currently subject to a state or federal court order relative to the proposed project.

Sincerely,

Richard J. Waldo
Town Administrator



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: October 3, 2023

VI

BUSINESS

~ B ~

REQUESTED BY:	Elaine McIlroy ~ Wellfleet Housing Authority
DESIRED ACTION:	To approve the transfer of deed from 90 Freeman Ave to the Wellfleet Housing Authority.
PROPOSED MOTION:	I move to execute the deed conveying the property at 90 Freeman Ave to the Wellfleet Housing Authority as authorized by Town Meeting on April 22, 2019, Article 41.
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET, MASSACHUSETTS 02667

Office of the Town Clerk

Townclerk@wellfleet-ma.gov

Tel (508) 349-0301 Fax (508) 349-0317

Wellfleet-ma.gov

At a legal meeting of the qualified voters of the Town of Wellfleet held on April 22, 2019, the following Article 41 was printed in the Warrant:

ARTICLE 41: Disposition of Town Land to Housing Authority Mr. Ciotti moved and it was seconded that the care, custody, management and control of the parcel of land shown on Assessors Map 14, Parcel 112, be transferred from the board or commission having custody thereof and from the purpose for which it is held to the Wellfleet Housing Authority for affordable housing purposes.

The Board of Selectmen: Recommends 5-0.

The Housing Authority: Recommends 4-0

The Local Housing Partnership: Recommends 5-0

The Planning Board: Recommends 5-0.

The Conservation Commission: Recommends 6-0.

A two-thirds vote majority is required for adoption. The Moderator declared the motion carried on a unanimous voice vote.

A TRUE RECORD ATTEST:

Jennifer M. Congel
Town Clerk

DATED: August 02, 2023

Property Address: 90 Freeman Avenue, Wellfleet, Massachusetts

QUITCLAIM DEED

Town of Wellfleet (“Grantor”), acting by and through its Selectboard, pursuant to the vote taken under Article 41 of the 2019 Annual Town Meeting, a certified copy of which is attached hereto, and having an address of 300 Main Street, Wellfleet, MA 02667,

For consideration of One Dollar (\$1.00) paid, the receipt and sufficiency of which are hereby acknowledged, grants and conveys

With Quitclaim Covenants, to

Wellfleet Housing Authority (“Grantee”), a Massachusetts housing authority, having an address of 300 Main Street, Wellfleet, MA 02667, the following property:

A parcel of land, with any improvements thereon, located at 90 Freeman Avenue, Wellfleet, Massachusetts, and shown as Lots 393 and 394 on a plan recorded with the Barnstable County Registry of Deeds in Plan Book 94, Page 155. Said land is identified by the Town of Wellfleet’s Assessors as Map 14, Lot 112, and, according to said Assessor’s records contains 0.57 acres, more or less.

The premises are to be used for the purpose of providing affordable housing in perpetuity, for low and moderate income persons of all ages, provided the premises shall be made available to Wellfleet residents under a local preference program to the extent permissible by law, and subject to the terms and conditions set forth below, which are binding on the Grantee, its successors and assigns (the “Restrictions”).

Grantee agrees to comply with any and all requirements of the laws of the Commonwealth of Massachusetts in order for the Restrictions to constitute deed restrictions and covenants running with the land, or in the alternative, an equitable servitude has been created to insure that the Restrictions run with the land. Further, the Restrictions shall be deemed to be an “other restriction” held by a governmental body, as that term is used in G.L. c. 184, §26, such that the Restrictions contained therein shall be enforceable for its full term and not be limited in duration by any contrary rule or operation of law, and in any event shall be enforceable for at least ninety-nine (99) years, without the necessity of recording any notices of extensions.

It is intended and agreed that these Restrictions shall run with the land and shall be binding upon Grantee and its successors and assigns for the benefit and in favor of, and enforceable by, Grantor.

In the event the premises are no longer used for the purposes provided herein or the housing construction has not begun on the land within ten years from the date of this Deed, the premises shall revert to the Grantor and become vested in the Town of Wellfleet.

For title, see Instrument of Taking and Final Judgment in Tax Lien Case recorded with the Barnstable County Registry of Deeds in Book 8316, Page 77 and Book 10220, Page 318, respectively.

No deed stamps are due under G.L. c. 64D, §1.

[Signature Page Follows]

Executed under seal as of this _____ day of September, 2023.

TOWN OF WELLFLEET,
By its Selectboard

Barbara Carboni, Chair

John A. Wolf, Vice-Chair

Michael DeVasto, Member

Kathleen Bacon, Member

Ryan Curley, Member

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this ____ day of September, 2023, before me, the undersigned Notary Public, personally appeared _____, member of the Wellfleet Selectboard, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Wellfleet.

Notary Public
My Commission Expires:

879012/WELL/0229



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: October 3, 2023

VI

BUSINESS

~ C ~

REQUESTED BY:	Habitat For Humanity ~ Beth Wade
DESIRED ACTION:	To approve the signing of the regulatory agreement for Habitat's Old King's Highway Project.
PROPOSED MOTION:	I move to authorize the town administrator to execute the regulatory agreement for the Habitat for Humanity's Old King's Highway Project.
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



Habitat for Humanity of Cape Cod

411 Main Street Suite 6 • Yarmouth Port, MA 02675 • 508-362-3559 x24

www.habitatcapecod.org

land@habitatcapecod.org

Barbara Carboni, Chair
Town of Wellfleet Selectboard
C/O Rebekah Eldridge, Asst. Town Clerk
300 Main Street
Wellfleet, MA 02667

September 20, 2023

RE: Selectboard Review and Signature of Habitat for Humanity's Old King's Highway Community Housing Project's Regulatory Agreement.

Dear Ms. Carboni,

As Project Sponsor, Habitat for Humanity of Cape Cod (HHCC) is herein requesting the Selectboard's review, and signature of our Old Kings Highway Community Housing Project's Regulatory Agreement at its scheduled meeting on Tuesday, October 3rd.

Background: The Old Kings Highway Community Housing Project's Eligibility Letter (PEL) was issued by the Department of Housing and Community Development (DHCD), now the Executive Office of Housing and Livable Communities (EOHLC) on 7/9/2018. The project was approved by Wellfleet's ZBA on 7/11/2019. An appeal by abutters followed. The appeal resolved in favor of the defendant on 10/13/2022. The Project's ZBA Decision was recorded at the Barnstable County Registry of Deeds on 4/27/2023 at BK 35752 PG 60; and the Subdivision Plan at BK 699 PG 88. An amendment to the decision was requested by HHCC and approved by the ZBA on 7/13/2023. This amendment revised the targeted Area Median Income (AMI) for initial (first) home sales. With the support of our Wellfleet housing partner, HHCC requested that initial home sales be amended from all homes sold at 65% AMI or below, to two homes sold to eligible families at 60% AMI or below, and two homes sold to eligible families at 80% AMI or below. All subsequent resales will be restricted to those at 80% AMI or below. The Amendment was recorded on 9/5/2023 at BK 35973 PG 34. The transfer of the land from the Housing Authority to HHCC was recorded on 9/14/2023 at BK 35984 PG 146.

Request: To provide affordable housing in perpetuity, Habitat works with municipalities and EOHLIC to encumber the property at first sale and in subsequent resales. The regulatory agreement also ensures the homes' eligibility for inclusion on the Town of Wellfleet's Subsidized Housing Inventory (SHI).

The Regulatory Agreement as presented was reviewed and approved by Attorney Peter Freeman, representing the Wellfleet Housing Authority; Attorney Katharine L. Klein of K-P Law, representing the Town of Wellfleet; Attorney Kate Mitchell, representing HHCC; and Attorney Caitlin Loftus, representing EOHLIC.

Following Selectboard signature, the agreement will be sent by HHCC to EOHLIC for execution on signature of its Director. EOHLIC will return the agreement to HHCC for recording at the Barnstable County Registry of Deeds. A recorded copy will be returned to the Town of Wellfleet.

We look forward to again partnering with the Town to provide these four affordable homes here in Wellfleet. Thank you for your consideration of this matter.

Sincerely,

Beth Hardy Wade

Elizabeth (Beth) Hardy Wade
Director of Land Acquisition & Project Development

cc. Wellfleet Housing Partner (Wellfleet Housing Authority), Elaine McIlroy & Gary Sorkin

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

This Regulatory Agreement and Declaration of Restrictive Covenants (the “Agreement”) is made this ___ day of _____ 2023, by and among the Commonwealth of Massachusetts, acting by and through the Executive Office of Housing and Livable Communities (“EOHLC”), pursuant to G.L. c. 23B §1 as amended by Chapter 7 of the Acts of 2023, the Town of Wellfleet (the “Municipality”), and Habitat for Humanity of Cape Cod, Inc., a Massachusetts corporation, having an address at 411 Main Street (Rte.6A), Suite 6, Yarmouth Port, MA 02675, 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 Old King’s Highway Community Housing at a 2.83-acre site on 2254 Old King’s Highway 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 four (4) detached dwellings (the “Units”) and four (4) 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, EOHLC 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/filed at the Barnstable County Registry of Deeds (the “Registry”) in Book 35752, Page 60 (the “Comprehensive Permit”); and

WHEREAS, in partial consideration of the execution of this Agreement, EOHLC 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, EOHLIC, 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 (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 EOHLIC, and must contain complete living facilities including but not limited to a stove, refrigerator, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as more fully shown in the Plans and Specifications.

- of the Low- and Moderate-Income Units shall be one-bedroom units;
- two (2) of the Low- and Moderate-Income Units shall be two-bedroom units;
- two (2) 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 persons with disabilities. 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 Barnstable 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 EOHLC at a discounted purchase price more particularly described therein. The Municipality and EOHLC 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 EOHLC are unable to find an Eligible Purchaser for the Low- and Moderate-Income Unit, and the Municipality and EOHLC 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, EOHLC must approve the terms of the Eligible Purchaser's mortgage financing as evidenced by EOHLC'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 EOHLC, subject to a Deed Rider satisfactory in form and substance to EOHLC and the recording of an Eligible Purchaser Certificate satisfactory in form and substance to EOHLC, the method for selecting such Eligible Purchaser to be approved

by EOHLC 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 EOHLC 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 EOHLC 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 EOHLC.

4. Within one hundred eighty (180) days after Substantial Completion of the Project or, if later, within sixty (60) days of the date on which all the units in the Project are sold, the Project Sponsor shall complete and deliver to the Municipality and to EOHLC the section of the Local Initiative Program Application for Comprehensive Permit Projects entitled "Project Feasibility – Ownership Projects" (ownership pro forma, profit analysis, and cost analysis), documenting the actual development costs of and income from the Project, prepared and signed by the Chief Financial Officer of the Project Sponsor. Substantial Completion shall be deemed to have occurred when construction of the Project is sufficiently complete so that the Unit may be occupied and amenities may be used for their intended purpose, except for designated punch list items and seasonal work which does not interfere with the residential use of the Low- and Moderate-Income Units.

5. (a) Prior to marketing or otherwise making available for sale any of the Units, the Project Sponsor must obtain EOHLC'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, provided that any local preference shall apply only to the initial unit sales by the Project Sponsor. When submitted to EOHLC 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 EOHLC directives reflecting the agreement between EOHLC 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 EOHLC which may be inspected at any time by EOHLC. All Marketing Documentation must be approved by EOHLC 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, EOHLC 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 EOHLC.

6. Neither the Project Sponsor nor the Municipality shall discriminate on the basis of race, religion, color, sex, sexual orientation, familial status, age, disability, 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. EOHLC 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 EOHLC 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 EOHLC 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 non-profit corporation, 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 EOHLC, or other permitted encumbrances, including mortgages referred in paragraph 10, 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. (a) Except for sales of Low- and Moderate-Income Units to Eligible Purchasers and sales of other Units to unit owners in the ordinary course of business as permitted by the terms of this Agreement, the Project Sponsor will not sell, transfer, lease, or exchange the Project or any portion thereof or interest therein (collectively, a “Sale”) or (except as permitted under Section (d) below) mortgage the Property without the prior written consent of EOHLC and the Municipality.

(b) A request for consent to a Sale shall include:

- A signed agreement stating that the transferee will assume in full the Project Sponsor’s obligations and duties under this Agreement, together with a certification by the attorney or title company that it will be held in escrow and, in the case of any transfer other than a transfer of Beneficial Interests, recorded in the Registry of Deeds with the deed and/or other recorded documents effecting the Sale;
- The name of the proposed transferee and any other entity controlled by or controlling or under common control with the transferee, and names of any affordable housing developments in the Commonwealth owned by such entities;
- A certification from the Municipality that the Project is in compliance with the affordability requirements of this Agreement.

(c) Consent to the proposed Sale shall be deemed to be given unless EOHLC or the Municipality notifies the Project Sponsor within thirty (days) after receipt of the request that either

- The package requesting consent is incomplete, or
- The proposed transferee (or any entity controlled by or controlling or under common control with the proposed transferee) has a documented history of serious or repeated failures to abide by agreements of affordable housing funding or regulatory agencies of the Commonwealth or the federal government or is currently in violation of any agreements with such agencies beyond the time permitted to cure the violation, or
- The Project is not being operated in compliance with the affordability requirements of this Agreement at the time of the proposed Sale.

(d) The Project Sponsor shall provide EOHLC and the Municipality with thirty (30) day’s prior written notice of the following:

- (i) any change, substitution or withdrawal of any general partner, manager, or agent of the Project Sponsor; or

- (ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in the Project Sponsor (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).
- (iii) the sale, mortgage, conveyance, transfer, ground lease, or exchange of the Project Sponsor's interest in the Project or any party of the Project.

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation.

Notwithstanding the above, EOHLC's consent under this Section 10 shall not be required with respect to the grant by the Project Sponsor of any mortgage or other security interest in or with respect to the Project to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender made at no greater than the prevailing rate of interest or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Project by deed in lieu of foreclosure), subject, however to the provisions of Section 14 hereof.

The Project Sponsor hereby agrees that it shall provide copies of any and all written notices received by the Project Sponsor from a mortgagee exercising or threatening to exercise its foreclosure rights under the mortgage.

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 EOHLC 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:

EOHLC: Executive Office of Housing and Livable Communities
Attention: Local Initiative Program Director
100 Cambridge Street, Suite 300
Boston, MA 02114

Municipality: Town of Wellfleet
Attention: Town Administrator
Wellfleet Town Hall
300 Main Street
Wellfleet, MA 02667

Project Sponsor: Habitat for Humanity of Cape Cod, Inc.
Attention: President
411 Main Street (Rte. 6A), Suite 6
Yarmouth Port, MA 02675

14. (a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an “other restriction held by a governmental body” as set forth in Chapter 184, Section 26 and 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 shall bind, and the benefits shall inure to, respectively, the Project Sponsor and its successors and assigns, and EOHLC and its successors and assigns and the Municipality and its successors and assigns. EOHLC 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 EOHLC shall have the right to withdraw from this Agreement as provided in Section 16, 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 EOHLC 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]. The rights and restrictions contained in this Agreement shall not lapse if the Project is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue

to run with and bind the Project. Each holder of the restrictions hereunder shall have the right to enforce the terms of this Agreement with prior notice to but independent of the other.

(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 EOHLIC 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 are an "other restriction held by a governmental entity" as set forth in G.L. c. 184, §26 and 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 EOHLIC and the Municipality and both EOHLIC 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. EOHLIC 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 EOHLIC 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 EOHLIC which EOHLIC 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 EOHLIC 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 EOHLIC 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, EOHLIC 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 "EOHLIC Default Notice"). If any such default, violation, or breach is not cured to the satisfaction of EOHLIC 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 EOHLIC Default Notice, then at EOHLIC's option, and without further notice, EOHLIC may withdraw from this Agreement and record a notice of EOHLIC's withdrawal with the Registry of Deeds, or EOHLIC may apply to any

state or federal court for specific performance of this Agreement, or EOHLC 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) Whether the Low and Moderate Income Units will continue to be included in the Subsidized Housing Inventory maintained by EOHLC for purposes of the Act shall be determined solely by EOHLC according to the rules and regulations then in effect. If EOHLC 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(a), 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 withdrawal 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. Notwithstanding the foregoing, this Agreement shall continue to be a binding and effective permanent affordable housing agreement under G.L.c.184, §§31-33 between the Project Sponsor and the Municipality, and the covenants and restrictions herein shall continue to run with the Property in perpetuity. The Municipality shall have the same rights as EOHLC hereunder, and any notices to be given to and/or approvals to be obtained from EOHLC by the Project Sponsor shall be given to and obtained from the Municipality.

c) In the event EOHLC and/or the Municipality bring an action to enforce this Agreement and prevail in any such action, EOHLC and/or the Municipality shall each be entitled to recover from the Project Sponsor all of EOHLC and/or the Municipality's reasonable costs of an action for such enforcement of this Agreement, including reasonable attorney's fees.

d) The Project Sponsor hereby grants to EOHLC, the Municipality, or its or their designee the right to enter upon the Property for the purpose of enforcing the terms of this Agreement, or to prevent, remedy or abate any violation 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 and Subordination of Mortgage to Regulatory Agreement attached hereto and made a part hereof.

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

19. (a) When executed by EOHLC, this Agreement shall constitute Final Approval of the Project as described in 760 CMR 56.04(7). EOHLC 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 July 9, 2018.

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

PROJECT SPONSOR

By: Wendy Cullinan
Its: President, Wendy Cullinan

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF BARNSTABLE, ss.

On this 19 day of September, 2023 before me, the undersigned notary public, personally appeared Wendy Cullinan, proved to me through satisfactory evidence of identification, which were personally known to me, to be the person whose name is signed on the preceding document, as President of the Habitat for Humanity of CC [Project Sponsor], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Mary E. Campbell
Notary Public
My Commission Expires: 10-30-26



Mary E. Campbell
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
October 30, 2026

- 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.

© EOHLIC When used in the Local Initiative Program, this form may not be modified without the written approval of the Executive Office of Housing and Livable Communities.

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

EXECUTIVE OFFICE OF HOUSING AND
LIVABLE COMMUNITIES

By: _____
Its:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK, ss.

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 _____ for the Commonwealth of Massachusetts acting by and through the Executive Office of Housing and Livable Communities, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

- 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.

© EOHLC When used in the Local Initiative Program, this form may not be modified without the written approval of the Executive Office of Housing and Livable Communities.

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

MUNICIPALITY

By: _____
Its:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF BARNSTABLE, ss.

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 _____ for the City/Town of _____, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

- 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.

© EOHLC When used in the Local Initiative Program, this form may not be modified without the written approval of the Executive Office of Housing and Livable Communities.

**CONSENT AND SUBORDINATION OF MORTGAGE
TO REGULATORY AGREEMENT**

Reference is hereby made to a certain Mortgage dated _____ given by _____ to _____, recorded with the _____ Registry of Deeds at Book _____, Page _____ (“Mortgage”).

The Undersigned, present holder of said Mortgage, hereby recognizes and consents to the execution and recording of this Agreement and agrees that the aforesaid Mortgage shall be subject and subordinate to the provisions of this Agreement, to the same extent as if said Mortgage had been registered subsequent thereto. The Undersigned further agrees that in the event of any foreclosure or exercise of remedies under said Mortgage it shall comply with the terms and conditions hereof.

[NAME OF LENDER]

By: _____
Its: _____

(If the Project has more than one mortgagee, add additional consent forms.)

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss.

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
My Commission Expires:

EXHIBIT A

Re: Old King's Highway Community Housing
(Project name)
Wellfleet
(City/Town)
Habitat for Humanity of Cape Cod, Inc.
(Developer)

Property Description

The land located in Wellfleet, Barnstable County, Commonwealth of Massachusetts, commonly known and numbered 2254 Old King's Highway, more particularly described as follows:

shown as Lots 1, 2, 3, 4 and 5 on a Plan entitled "Definitive Subdivision Plan of Land of 2254 Old King's Highway, Wellfleet, MA for Habitat for Humanity of Cape Cod, Inc." prepared by J.M. O'Reilly & Associates, Inc., dated January 31, 2019, as amended May 16, 2019, and March 13, 2023, recorded with the Barnstable Registry of Deeds in Plan Book 699 Page 88.

Containing 2.83 acres.

See Deed from Wellfleet Housing Authority to Habitat for Humanity of Cape Cod, Inc. dated September 8, 2023 and recorded with the Barnstable Registry of Deeds in Book 35984 Page 146. See also Deed from Town of Wellfleet to Wellfleet Housing Authority dated September 5, 2023, and recorded with said Registry of Deeds in Book 35984 Page 101.

EXHIBIT B

Re: Old King's Highway Community Housing
(Project name)
Wellfleet
(City/Town)
Habitat for Humanity of Cape Cod, Inc.
(Developer)

Maximum Selling Prices, Assigned to Low and Moderate Income Units

	Sales Price	HOA Fee
One bedroom units	N/A	N/A
One -Two bedroom unit at or below 60% AMI	\$ 154,750	\$ 90 per month
One -Two bedroom unit at or below 80% AMI	\$ 219,350	\$ 90 per month
One -Three bedroom unit at or below 60% AMI	\$ 173,200	\$ 90 per month
One -Three bedroom unit at or below 80% AMI	\$ 247,000	\$ 90 per month
Four bedroom units	N/A	N/A

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 "Definitive Subdivision Plan of Land of 2254 Old King's Highway, Wellfleet, MA for Habitat for Humanity of Cape Cod, Inc." recorded with the Barnstable County Registry of Deeds in Book 699, Page 88.
- floor plans recorded with the Master Deed of the _____ recorded with the _____ Registry of Deeds in Book ____, Page ____.

EXHIBIT C

LOCAL INITIATIVE PROGRAM
AFFORDABLE HOUSING DEED RIDER

*For Projects in Which
Affordability Restrictions Survive Foreclosure*

This LOCAL INITIATIVE PROGRAM AFFORDABLE HOUSING DEED RIDER is made part of that certain deed (the "Deed") of certain property (the "Property") from _____ ("Grantor") to _____ ("Owner") dated _____, 20___. 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 at or 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 dated _____ and recorded/filed with the _____ 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 ("MassHousing"), [X] the Massachusetts Executive Office of Housing and Livable Communities ("EOHLC"), as successor agency to the Department of Housing and Community Development, and duly organized and existing pursuant to Chapter 23B, as amended by Chapter 7 of the Acts of 2023, and [X] the Municipality; dated _____ and recorded/filed with the Registry in Book _____, Page _____/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 or 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, EOHLIC and the city/town of _____ (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 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 or 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 EOHLIC is a party to the Regulatory Agreement and is not the Monitoring Agent, by EOHLIC.

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

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

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

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

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

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

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

Base Income Number means the Area Median Income for a four (4)-person household. Currently, the AMI for the _____ MSA/HMFA is \$_____.

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 EOHLC) (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) 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 EOHLC 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 EOHLC.

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

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

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

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

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

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase, and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of _____ 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 EOHLC, 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, which shall include the Federal National Mortgage Association (“Fannie Mae”) when it is assignee of the Mortgagee’s rights after such foreclosure or conveyance, 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, (ii) the title covenants required under Section 5 shall not apply only as to a subsequent REO conveyance by Fannie Mae, and (iii) 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, EOHLIC, the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

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

8. Covenants to Run With the Property.

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

(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 inure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and EOHLIC 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
EOHLC
100 Cambridge Street
Boston, MA 02114

(2)

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, EOHLA, 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 _____, 20__.

Grantor: _____ Owner: _____

By: _____ By: _____

Its:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____ of _____, proved to me through satisfactory evidence of identification, which was my personal knowledge, 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, as _____ of _____, and as the voluntary act of _____.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was [*check one*]: [] a current driver's license, [] a current U.S. passport, [] my personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My commission expires:



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: October 3, 2023

VI

BUSINESS

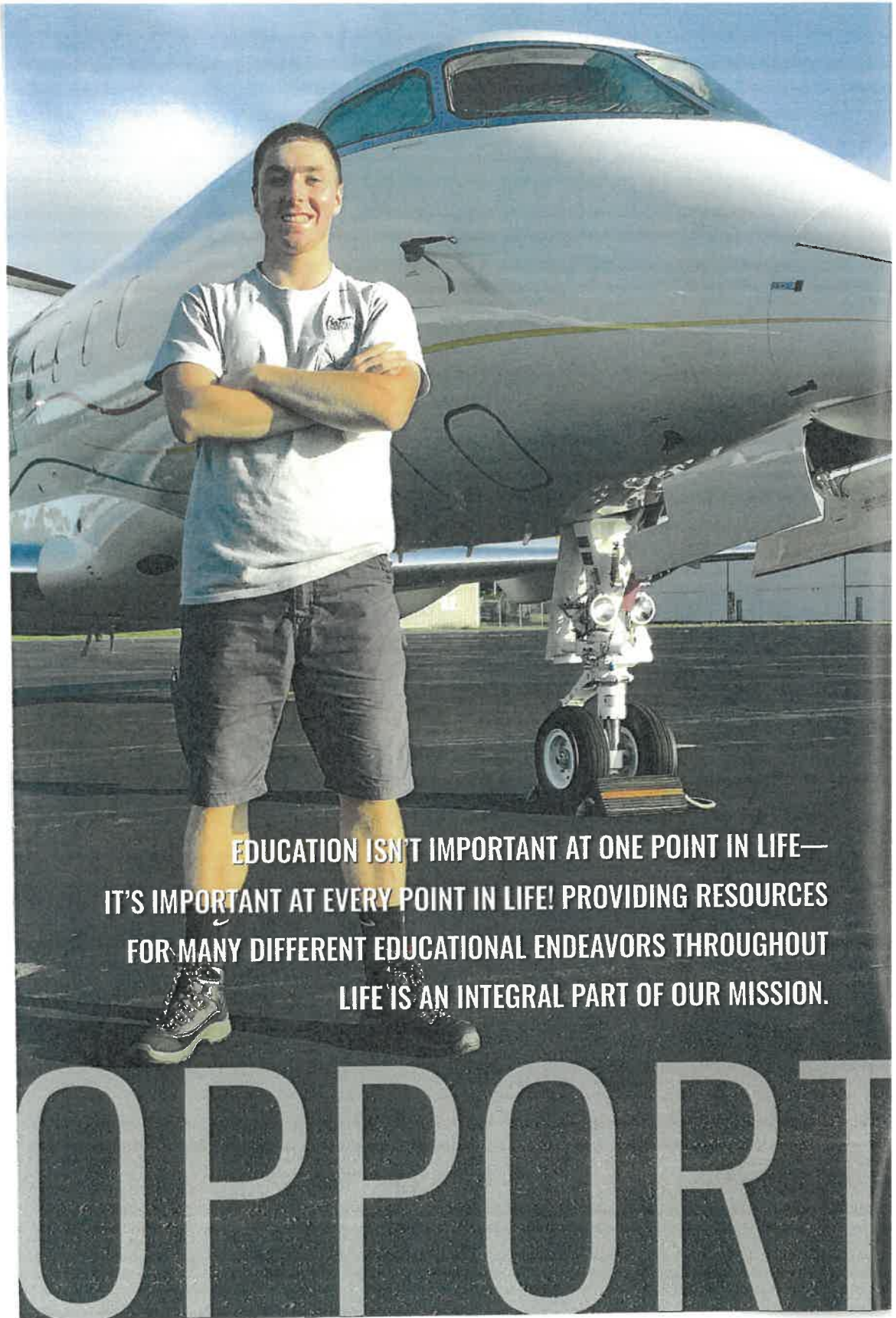
~ D ~

REQUESTED BY:	Bill Dugan & Henry Brehm
DESIRED ACTION:	To present and review the Wellfleet Scholarship Program.
PROPOSED MOTION: Summary:	If a motion is needed one will be made at the time of the meeting.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



SCHOLARSHIPS
FOR MANY EDUCATIONAL PATHS

2023



**EDUCATION ISN'T IMPORTANT AT ONE POINT IN LIFE—
IT'S IMPORTANT AT EVERY POINT IN LIFE! PROVIDING RESOURCES
FOR MANY DIFFERENT EDUCATIONAL ENDEAVORS THROUGHOUT
LIFE IS AN INTEGRAL PART OF OUR MISSION.**

OPPORT



THE CAPE COD FOUNDATION is one of 1000 community foundations nationwide. It exists for one single reason: to strengthen and enrich *our* community. We do this by building resources and then investing those resources back into the community. Where they belong. Where they'll do the most good. For now. For the future.

Providing resources for education is an integral part of this mission. The Foundation currently administers more than 90 funds, totaling over \$10 million in principal, that award scholarships annually to local students—students of all ages who are pursuing many different educational paths. In 2022, we awarded over \$900,000 in scholarships, making it possible for 158 students in our region to pursue degrees or complete certificate programs.

Our team coordinates all scholarship activity and serves as a resource for students, parents/guardians, and school officials. This booklet provides an overview of the scholarship funds we administer. Scholarships from The Cape Cod Foundation are available through the universal application, which automatically pairs eligible students with all available scholarships so they don't miss opportunities. Additional opportunities from our partnering organization, the Cape Cod Association, and special grants for other educational endeavors are also accessible from the online scholarship portal.

People who dream about education tend to dream big. They tend to go on to do great things for themselves and their communities. We hope that by providing them resources, we have helped them dream bigger than they ever dared to dream before.

For more information visit capecodfoundation.org.



WHO SHOULD APPLY

- High school seniors pursuing a 2- or 4-year degree or certificate program
- College students pursuing a 2- or 4-year degree or certificate program
- Adults returning to school to pursue a certificate or earn an undergraduate or advanced degree.

HOW TO APPLY

The Cape Cod Foundation Scholarship Application Process is entirely online. Start with our website: capecodfoundation.org. There is a digital copy of this



booklet there. It's best for applicants to review this booklet to gauge their eligibility for scholarships, along with the general scholarship information and list of frequently asked questions provided, prior to beginning the application process. The link to our online scholarship portal is also on the website.

ONLINE SCHOLARSHIP PORTAL

There are multiple scholarship opportunities through our online scholarship portal. Unless otherwise noted, scholarships from The Cape Cod Foundation are available through the universal application, which automatically pairs eligible students with all available scholarships so they don't miss opportunities. There are also additional opportunities from our partnering organization, the Cape Cod Association, and special grants for other educational endeavors. These are accessible from the online scholarship portal but have separate applications.

SCHOLARSHIP DEADLINES

Most scholarships follow our spring cycle with an application deadline of **April 1**. However, deadlines may vary. We do not accept incomplete or late applications. All required materials must be complete by the deadline.

REQUIRED MATERIALS

The specific materials needed for each scholarship are detailed in the online application. Students are expected to follow up with their references and confirm that recommendation letters have been submitted by the deadline. Late submissions will not be accepted. In general, applicants will be asked to provide:

RECOMMENDATIONS & TRANSCRIPTS

High School Students: Applicants must have a letter of recommendation from their guidance counselor and at least one other recommendation from a professional, such as a teacher, coach, or employer. Guidance counselors will also be asked to provide a transcript and other academic information.

College Students: Applicants must have at least one letter of recommendation from a professional, such as a professor, coach, or employer. The second letter is optional but encouraged. A copy of the student's most recent academic transcript is also required. While the transcript can be unofficial, it must include all coursework to date and indicate GPA.

Other Students: In most cases, applicants must have at least one letter of recommendation from a professional, such as a professor, coach, or employer.

FAFSA STUDENT AID REPORT

The Expected Family Contribution (EFC) Form from the FAFSA Student Aid Report (SAR) is required for most scholarships.

GENERAL INFORMATION

- Applicants should review the specific requirements and deadlines for each scholarship before applying to ensure all requirements are met.
- Most scholarships are based on financial need, academic merit, and non-academic activities; however, each scholarship has its own evaluation criteria.
- The selection process is competitive. Applicants who receive an award for one academic year may not receive the award in subsequent years.
- Unless otherwise noted, students must reapply every year to be considered for awards.
- We encourage students who do not receive an award to reapply the following year.
- Most four-year awards require a student to maintain a certain GPA to continue receiving benefits. We will notify each recipient of this and other criteria for maintaining the scholarship in the award letter.
- Scholarships are paid directly to the college and are made to US-based educational institutions only.
- The award amounts and number of awards listed in this brochure are approximate and may vary.
- The Foundation reserves the right not to issue an award for certain scholarships if deemed necessary due to extenuating circumstances.
- For additional information and a list of Frequently Asked Questions visit: capecodfoundation.org

FINANCIAL AID PACKAGES

The Cape Cod Foundation makes its best effort to ensure scholarship awards will be used to directly offset a student's self-help need instead of reducing institutional grants. However, institutions, colleges, and universities may adjust financial aid packages to reflect scholarships from other sources. Usually, they will use an outside scholarship to replace unmet need or reduce the amount of loans or work study before adjusting grants or scholarships. However, policies vary, and students should check with their institutions' financial aid office.

NEED ASSISTANCE?

We encourage all applicants to review the Frequently Asked Questions section on our website. If you still have questions or need assistance accessing the online scholarship portal, please call 508.790.3040.

2023 SCHOLARSHIP FUNDS

SCHOLARSHIPS A-Z

AAUW CAPE COD SCHOLARSHIP

Award Amount: \$1,000 | **Number of Awards:** 1

For women who are year-round residents of Cape Cod or the Islands and returning to college to pursue an associate or bachelor's degree after at least a one-year break in their education.

ADVOCATES FOR A COMMUNITY COLLEGE EDUCATION SCHOLARSHIP*

Award Amount: Up to \$4,800 each | **Number of Awards:** Varies

For graduating seniors from any Cape Cod public high school. Applicants must be accepted as a first-year student at Cape Cod Community College, demonstrate financial need, and show improvement through high school. Total award disbursed over 4 semesters.

ADVOCATES FOR A COMMUNITY COLLEGE EDUCATION SCHOLARSHIP FOR CCCC STUDENTS

Award Amount: Up to \$4,800 each | **Number of Awards:** Varies

For students who are graduates of a Cape Cod high school and are currently enrolled at Cape Cod Community College working towards a degree or certificate program. Applicants must have a cumulative GPA of 3.0. Preference given to students who are studying a STEM related field or who are Nursing majors. Total award disbursed over 2 semesters.

AMERICAN LEGION POST 308, ORLEANS, MA VETERANS SCHOLARSHIP

Award Amount: Up to \$8,000 | **Number of Awards:** 5

For graduating seniors of Nauset Regional High School who reside in Brewster, Eastham, or Orleans. Applicants must have a cumulative GPA of at least a C+ after their first semester of their senior year and plan to attend a 2- or 4-year college/university or trade school upon graduation. Preference will be given to students having parents or grandparents who are veterans. Total award disbursed over 8 semesters.

ANDREW FAYNE MEMORIAL SCHOLARSHIP

Award Amount: \$2,500 each | **Number of Awards:** 2

For graduating seniors of Barnstable High School.

ANNIE S. CROWELL SCHOLARSHIP

Award Amount: \$1,000-\$3,000 each | **Number of Awards:** 2-4

For graduating seniors or continuing college students who are relatives of Hyannis Normal School or Hyannis State Teachers College Alumni, or who will be pursuing a career in teaching or education. Preference given to relatives of alumni. Total award disbursed over 2 semesters.

ARETHUSA CHARITABLE TRUST SCHOLARSHIP

Award Amount: Varies | **Number of Awards:** Varies

For graduating seniors of Cape Cod Regional Technical High School, Monomoy Regional High School, and Nauset Regional High School who are residents of the Lower or Outer Cape. Total award dispersed over 4 years.

CONTINUES NEXT PAGE >

ARMAND L. BRUNEAU, JR. AND MURIEL B. BRUNEAU MEMORIAL SCHOLARSHIP

Award Amount: Varies | Number of Awards: Varies

For graduating seniors of Monomoy Regional High School. Total award disbursed over 4 years.

BARNSTABLE HIGH SCHOOL CLASS OF 2009 DEAN BOGER MEMORIAL SCHOLARSHIP

Award Amount: \$700 | Number of Awards: 1

For graduating seniors of Barnstable High School who will be attending a 2- or 4-year institution of higher learning.

BEVERLY SKENDE SCHOLARSHIP

Award Amount: Up to \$32,000 | Number of Awards: 1

For graduating seniors of Barnstable High School, Cape Cod Regional Technical High School, or Upper Cape Cod Regional Technical School who are residents of the Town of Barnstable and have demonstrated meaningful community service throughout high school to pursue a bachelor's degree at an accredited college or university. Preference for a Massachusetts state school.

BEV WATTERS MEMORIAL SCHOLARSHIP

Award Amount: \$1,000 | Number of Awards: 1

For graduating seniors of Barnstable High School pursuing post-secondary education. Preference to students who are on an Individual Education Plan (IEP) or are in alternative education programs.

BILL COTTER MEMORIAL SCHOLARSHIP

Award Amount: \$2,000 | Number of Awards: 1

For graduating seniors of Barnstable High School who will be attending an accredited institution of higher learning.

BONNIE J. BROWNING SCHOLARSHIP

Award Amount: \$500 | Number of Awards: 1

For graduating high school seniors, current college students, or returning adult students who are full-time residents of the Town of Yarmouth, MA to attend a 2- or 4-year accredited undergraduate college or university full- or part-time. Students must demonstrate service to the community, a commitment to their education, and be a leader among their peers.

CAPE COD RESTAURANTS, INC. SCHOLARSHIP

Award Amount: Varies | Number of Awards: Varies

The following are eligible: employees or children of employees of the Flying Bridge or Clancy's; new or currently enrolled students at the Zammer Hospitality Institute; students graduating from the Zammer Institute who will be going on to a 4-year college or university and majoring in culinary arts or hospitality management; or graduating seniors from Upper Cape Cod Regional Technical High School who are pursuing a career in culinary arts or the hospitality industry.

CAPE COD WOMEN'S ASSOCIATION SCHOLARSHIP

Award Amount: Up to \$1,500 each | Number of Awards: 2-5

For women (ages 25+) to return to school, train in a new profession, or take courses to develop their professional life on Cape Cod. Possible courses of study include continuing college student (undergraduate or graduate); certificate programs; professional leadership courses; certificate or other educational training programs. Applicants may be attending either full- or part-time and must be permanent Cape Cod residents.

CAPE COD YOUNG PROFESSIONALS CAREER CONNECT SCHOLARSHIP

Award Amount: \$1,000 | **Number of Awards:** 1-3

For adults (ages 21+) who reside full-time in Barnstable County to return to school, train in a new profession, or take courses to develop and advance professionally on Cape Cod. Possible courses of study include undergraduate or graduate degrees; certificate programs; leadership courses; technical training; or other professional development programs. There are no restrictions on the field of study for applicants; all Cape Codders seeking to pursue continuing educational opportunities are encouraged to apply.

CAROLINE B. CHAPIN SCHOLARSHIP

Award Amount: Up to \$1,500 | **Number of Awards:** 1

For students entering their junior or senior year at the University of Massachusetts Amherst, with a preference for students from Cape Cod. Total award is disbursed over 2 semesters.

COACH P SCHOLARSHIP OF SPORTSMANSHIP

Award Amount: \$500-\$2,000 each | **Number of Awards:** 2-4

For graduating high school seniors pursuing higher education, who are residents of the Town of Sandwich, have received any type of sportsmanship award during their high school career, and have a cumulative GPA of 2.9 or higher.

DANIEL BRADLEY GAYLORD MEMORIAL SCHOLARSHIP

Award Amount: \$1,000 | **Number of Awards:** 1

For graduating seniors of Bourne High School who plan to attend a 4-year accredited college or university and major in business or education. Past recipients are eligible to reapply.

New
This
Year

DANIEL K. MESERVEY MEMORIAL SCHOLARSHIP FUND

Award Amount: Up to \$6,000 | **Number of Awards:** 1

For graduating seniors of Monomoy Regional High School and Cape Cod Regional Technical High School who demonstrate academic promise, have financial need, and are planning to pursue a 2- or 4- year degree.

DAVID FISK SCUDDER SCHOLARSHIP

Award Amount: \$2,000 | **Number of Awards:** 1

For graduating high school seniors or continuing college students from Cape Cod. Preference given to students graduating from Barnstable High School to attend a New England Small College (NESCAC), specifically Colby College.

DAYSIE DAY SCHOLARSHIP

Award Amount: One full-year tuition for Sophomore year | **Number of Awards:** 1-5

For graduating seniors of Monomoy Regional High School or Cape Cod Regional Technical High School who are residents of Chatham, have significant financial need, and will be attending accredited undergraduate programs. Total award disbursed over 2 semesters.

DEREK JORDAN LIMITLESS SCHOLARSHIP

Award Amount: \$500 | **Number of Awards:** 1

For graduating high school seniors from Cape Cod or current or returning full-time college students at Cape Cod Community College who are personally dealing with the disease of addiction. Applicants must be able to demonstrate at least one year of sobriety with a letter from a licensed professional.

DICK KRAUS SCHOLARSHIP FOR SCIENTIFIC THINKING

Award Amount: \$1,000 | Number of Awards: 1

For graduating high school seniors from Cape Cod who are pursuing a post-secondary degree in aquaculture, marine resource management, environmental science, or marine biology.

DISMANTLING SYSTEMIC RACISM THROUGH COMMUNITY ACTION SCHOLARSHIP

Award Amount: \$2,000 total | Number of Awards: 1-2

For graduating seniors of a Cape Cod high school enrolled in a 2- or 4-year institution who demonstrate a strong commitment to dismantling systemic racism through specific and concrete action(s) in their school, community, country, and/or the world at large.

DOROTHY W. AND CHARLES M. CAMPBELL SCHOLARSHIP

Award Amount: \$34,000 total | Number of Awards: 1-4

For graduating seniors or current college students who are residents of Orleans, Brewster, or Eastham and who are/will be studying marine sciences or marine engineering at an institute of higher learning. Preference for those who are graduating or who graduated from Nauset Regional High School or Cape Cod Regional Technical High School. Graduating seniors and current college students from Cape Cod or the Islands who are attending Massachusetts Maritime Academy are also eligible to apply. Total award disbursed over 4 years.

DR. ANDREW V. MASON AND EDITH B. MASON MEMORIAL SCHOLARSHIP

Award Amount: \$3,000 each | Number of Awards: 2

For graduating seniors who reside in the Town of Falmouth or the Town of Mashpee and plan to continue their education at an accredited college or university.

EDWARD D. CLIGGOTT MEMORIAL SCHOLARSHIP

Award Amount: \$1,000 | Number of Awards: 1

For graduating seniors of Barnstable High School with aptitude and interest in history, social studies, or political science.

ELEANOR RUTH PARSONS GLEASON SCHOLARSHIP

Award Amount: \$8,000 each | Number of Awards: 2

For graduating seniors or past graduates of Nauset Regional High School or Cape Cod Regional Technical High School to attend an accredited undergraduate college or university. Preference for students who are/will be attending Trinity College or Yale University and/or are pursuing a major in math or finance. Total award disbursed over 4 years.

ELENA C. HALL SCHOLARSHIP

Award Amount: \$2,000 | Number of Awards: 1

For graduating seniors of Nauset Regional High School who are residents of Provincetown to pursue higher education. Past recipients can reapply.

ERNEST MICHAEL HELIDES AND EVELYN PONTICOS HELIDES SCHOLARSHIP

Award Amount: Approx. \$40,000 | Number of Awards: 1-2

For students from Southeastern Massachusetts, with a preference for students who are descendants of Greek Orthodox Christians from Greece or Asia Minor. Total award disbursed over 4 years.

ESTHER M. WALLACE SCHOLARSHIP

Award Amount: Approximately \$50,000 total | Number of Awards: Varies

For permanent residents of Cape Cod who are graduating high school seniors or current graduates of Cape Cod Community College to attend the University of Massachusetts full-time for their undergraduate education; preference for students who will be attending the Amherst campus. Past recipients eligible to reapply. Total award disbursement varies.

FRANK X. AND MARY E. WENY SCHOLARSHIP

Award Amount: \$8,000 | Number of Awards: 1

For graduating high school seniors from Cape Cod that are living with Type 1 Diabetes. Total award disbursed over 4 years.

GEORGE E. AND DORIS K. PARMENTER AERONAUTICAL SCHOLARSHIP

Award Amount: \$2,900 | Number of Awards: 1

For graduating high school seniors or current college students from Cape Cod or the Islands who have demonstrated a commitment to pursue a career directly related to aeronautics. Past recipients are not eligible to reapply.

GEORGE V. ALBERT, SR. EDUCATIONAL SCHOLARSHIP

Award Amount: \$1,000 | Number of Awards: 1

For graduating high school seniors from Cape Cod in need of tuition assistance for college education.

H. H. SNOW FAMILY SCHOLARSHIP

Award Amount: Varies | Number of Awards: 2

For graduating seniors of Nauset Regional High School planning to attend a degree-granting institution of higher education of not less than 2 years duration, and for graduating seniors of Cape Cod Regional Technical High School enrolled in the HVAC, plumbing, or electrical fields who plan to attend a degree-granting institution of further education.

HARWICH CLASS OF '49 SCHOLARSHIP

Award Amount: \$1,000 each | Number of Awards: 2

For graduating seniors of Monomoy Regional High School or Cape Cod Regional Technical High School who reside in the Town of Harwich.

HENRIETTA A. "TOOTS" HOLDEN AND DAVID J. HOLDEN SCHOLARSHIP

Award Amount: Varies | Number of Awards: Varies

For graduating seniors or alumni of Bourne High School, with a preference for those who were members of the golf team.

HENRY AND MINNIE WHITTEMORE SCHOLARSHIP

Award Amount: Up to \$14,000 total | Number of Awards: Varies

For residents of Brewster who are/will be attending institutions of higher learning or pursuing a professional certificate. Total award disbursed over 4 years.

HYANNIS FIRE DEPARTMENT EDUCATIONAL SCHOLARSHIP

Award Amount: Up to \$32,000 | Number of Awards: 1-2

For graduating high school seniors or current college students who have a parent employed by Hyannis Fire Department. Applicants must be planning to pursue an associate or a bachelor's degree at an accredited college or university. Preference for students interested in pursuing a career in public safety.

HYANNIS NORMAL SCHOOL ALUMNI SCHOLARSHIP

Award Amount: \$1,000-\$2,000 each | **Number of Awards:** 1-2

For students who have graduated from a public high school on Cape Cod and have completed at least one semester of college. Preference given to relatives of Hyannis Normal School Alumni and/or students who are pursuing a career in teaching or education.

J. G. HINKLE SCHOLARSHIP*

Award Amount: Up to \$1,500 each | **Number of Awards:** 1-4

For graduating seniors of Barnstable High School who intend to pursue a career in the fine or applied arts by attending a 4-year college, conservatory, or school of art.

JACK HARRISON MEMORIAL SCHOLARSHIP*

Award Amount: Varies | **Number of Awards:** Varies

For graduating seniors from Dennis-Yarmouth Regional High School who plan to attend a college or technical school (full-time or part-time). Applicant must be a strong English student who participates in at least one sport.

JAY ELLIOTT MEMORIAL SCHOLARSHIP

Award Amount: \$2,500 each | **Number of Awards:** 2

For residents of Cape Cod who are pursuing a degree or certificate in Visual Arts or Graphic Design. Preference for students who are interested in a career in photography and are a current or past student of Cape Cod Community College. Past recipients may apply. Total award disbursed over 2 semesters.

JEAN W. GORDON SCHOLARSHIP

Award Amount: \$500 | **Number of Awards:** 1

For graduating female students from Nauset Regional High School who are enthusiastic, have a passion for learning, and are economically underserved.

JENNIFER AND BRACKETT CLARK MEMORIAL SCHOLARSHIP

Award Amount: Varies | **Number of Awards:** 1

For graduating seniors of Nauset Regional High School or Monomoy Regional High School (resident of Cape Cod) with an interest in music to attend a 2- or 4-year accredited college or university. Preference is for students with an interest in voice in honor of Jennifer Bradford Clark's love and support of the Outer Cape Chorale.

JOSEPH F. WOODSON SCHOLARSHIP

Award Amount: \$2,000 total | **Number of Awards:** 1-2

For full- or part-time students who will be or who are currently attending Cape Cod Community College.

JUDITH A. MCCARTHY "BE AMAZING" SCHOLARSHIP

Award Amount: \$5,000 | **Number of Awards:** 1

For women who are graduating seniors of Nauset Regional High School who have overcome challenges, are involved in extracurricular activities, and are motivated to pursue higher education. Current college students who graduated from NRHS and meet the criteria are also eligible to apply.

JUNE A. ZENKE MEMORIAL SCHOLARSHIP

Award Amount: \$30,000 total | **Number of Awards:** Varies

For graduates of Nauset Regional High School who are attending an institution of higher learning or pursuing a professional certificate. Total award disbursed over 4 years.

K9 SGT. GANNON SELF-SPONSOR SCHOLARSHIP

Award Amount: Full Academy Tuition | **Number of Awards:** 1
For a recruit to attend the Cape Cod Municipal Police Academy.

KAITLIN M. SILK MEMORIAL SCHOLARSHIP

Award Amount: \$1,000 each | **Number of Awards:** 2-4
For graduating seniors of Barnstable High School; one or two female students planning to pursue a degree in a health-related field; and one or two students who played on the BHS field hockey team. All students will have demonstrated behavior that is consistent with Kaitlin's energy and her spirit to help others in need.

KELLEY FOUNDATION SCHOLARS PROGRAM

Award Amount: Up to \$10,000 each | **Number of Awards:** Varies
For students who are currently enrolled in the nursing program at Cape Cod Community College with a preference for residents of Barnstable County. Preference is given to students in the RN-BS program at Cape Cod Community College through University of Massachusetts Boston, but students in the Associate Degree in Nursing Program at CCCC may also be considered. Total award disbursed over 4 semesters.

KETCHUM-LUFT SCHOLARSHIP

Award Amount: \$10,000 | **Number of Awards:** 1
For graduating seniors of Nauset Regional High School who reside in the Town of Wellfleet, have at least a 2.75 GPA, and have demonstrated community involvement. Total award disbursed over 4 years.

New
This
Year

LARRY MARSLAND SCHOLARSHIP FOR THE ARTS

Award Amount: \$2,500 | **Number of Awards:** 1
For graduating high school seniors and current or returning college students from the Lower or Outer Cape who are pursuing a degree in the Arts.

LEO LUCAS MEMORIAL SCHOLARSHIP

Award Amount: \$500 each | **Number of Awards:** 2
For graduating high school seniors or current college students at Cape Cod Community College from Cape Cod or the Islands who have a documented physical, educational, or psychological disability and are planning to continue their education at an accredited institution of higher learning.

LIVE FOR LOU ADDICTION AWARENESS AND EDUCATION SCHOLARSHIP

Award Amount: \$5,000 | **Number of Awards:** 1
For students who are pursuing education in the form of a certificate, license, undergraduate or advanced degree, or other formal education to pursue a career as a substance abuse counselor. The scholarship is open to students from Massachusetts with a preference for students from Cape Cod.

LIVE FOR LOU ATHLETES SCHOLARSHIP

Award Amount: \$2,500 each | **Number of Awards:** 2
For graduating seniors of Nauset Regional High School who plan to continue athletics in college. Preference for Wellfleet residents.

LOGAN DUNNE MEMORIAL SCHOLARSHIP

Award Amount: Up to \$2,000 each | Number of Awards: 1-5
For graduating seniors of Nauset Regional High School with a preference for those who have overcome a serious challenge, demonstrated compassion and community service, and/or are pursuing college degrees in math, science, psychology, or engineering. Past graduates of Nauset who have taken a gap year are also eligible. Past recipients may reapply.

MALCOLM M. GIDLEY MEMORIAL SCHOLARSHIP

Award Amount: \$12,000 | Number of Awards: 1
For graduating high school seniors and current college students from Cape Cod to attend Wentworth Institute of Technology. Total award disbursed over 4 years.

MEGAN TRIPP MEMORIAL SCHOLARSHIP

Award Amount: \$1,000 each | Number of Awards: 1-3
For graduating high school seniors planning to attend a 4-year accredited college or university to become an elementary school teacher (must be early education focus) and/or have been an active member of their high school golf team.

MELISSA GIFFORD MEMORIAL SCHOLARSHIP

Award Amount: \$900 | Number of Awards: 1
For graduating Barnstable High School seniors who intend to study health sciences at a college or university.

MICHAEL B. WALLACE MEMORIAL SCHOLARSHIP

Award Amount: \$500 | Number of Awards: 1
For graduating Barnstable High School seniors with an interest in pursuing a career in law enforcement, fire, or rescue. (No preference.)

NAYREE PAINTED TURTLE GOLER MEMORIAL SCHOLARSHIP

Award Amount: \$1,000 | Number of Awards: 1
For graduating high school seniors who are residents of Barnstable County or Dukes County who have been accepted at an accredited college or university. Applicants must demonstrate a passion for the arts, regardless of their chosen field of study.

NICHOLAS G. XIARHOS "KEEP LIVING THE DREAM" CAPE AND ISLANDS SCHOLARSHIP

Award Amount: \$5,000 total | Number of Awards: 1-3
For graduating high school seniors, current college, and returning adult students from Cape Cod and the Islands to pursue education or training for a career in Law Enforcement, Fire, Rescue, or a Medically-Related Profession. Preference for attendance at a Massachusetts public higher education institution.

OPERA NEW ENGLAND OF CAPE COD SCHOLARSHIP

Award Amount: \$2,000 | Number of Awards: 1
For graduating high school seniors who are residents of Cape Cod or the Islands who have been accepted at an accredited college, university, or conservatory and are pursuing a degree in Voice, Instrument, Music Education, or Theatrical Performance.

ORLEANS-EASTHAM AMBULANCE ASSOCIATION SCHOLARSHIP

Award Amount: \$2,000 | Number of Awards: 1
For graduating seniors of Nauset Regional High School or Cape Cod Regional Technical High School who reside in Brewster, Orleans, Eastham, Wellfleet, Truro, or Provincetown and plan to major in medically related studies. Total award is disbursed over 4 years.

PATRICIA A. WARD MEMORIAL NAUSET NURSING/MEDICAL SCHOLARSHIP

Award Amount: \$1,500 | Number of Awards: 1

For graduating seniors of Nauset Regional High School, Monomoy Regional High School, Dennis-Yarmouth Regional High School, or Cape Cod Regional Technical High School who will major in nursing or medically related studies.

PATRICIA COLBERT DONOVAN MEMORIAL SCHOLARSHIP

Award Amount: \$1,000-\$2,000 each | Number of Awards: 1-2

For graduating Barnstable High School seniors with demonstrated financial need. Preference given to students with an aptitude and/or interest in the humanities.

PATRICIA M. DUARTE SCHOLARSHIP

Award Amount: \$10,000 each | Number of Awards: 2

For graduating high school seniors or current college students who are residents of Truro and have resided there for at least the past two years, are pursuing an undergraduate, graduate, or certificate program at an accredited institution, and have at least a 3.0 GPA. Award can be renewed annually for the entirety of a 4-year degree program.

PATRICK M. BUTLER MEMORIAL SCHOLARSHIP

Award Amount: Varies | Number of Awards: Varies

For students who were residents of Cape Cod when they graduated from high school, have been accepted into or are currently attending an accredited law school, and will be attending either part-time or full-time in the academic year immediately following the scholarship deadline. Preference is for students from the Town of Barnstable.

PAUL DEVER DALEY AND ROBERT JOYCE SCHOLARSHIP

Award Amount: \$500 | Number of Awards: 1

For residents of Provincetown in at least their second year of higher education at the time of application.

PETER KIRWIN MEMORIAL SCHOLARSHIP

Award Amount: \$1,000 | Number of Awards: 1

For current or former residents of Cape Cod or the Islands who are or who will be pursuing their Master in Social Work degree in either a full- or part-time accredited program. Preference given to students who are current or former residents of Falmouth, MA.

PHILIP "PJ" JONES MEMORIAL SCHOLARSHIP

Award Amount: \$1,000 | Number of Awards: 1

For graduating seniors of Barnstable High School who will be attending a college or university full-time and pursuing studies in a medically related field.

PRISCILLA M. (WITTENMEYER) COTTER MEMORIAL SCHOLARSHIP

Award Amount: \$1,000 | Number of Awards: 1

For a graduating senior from Barnstable High School who will be attending an accredited institution of higher learning.

RICHARD AND ETHEL KOFF MEMORIAL SCHOLARSHIP

Award Amount: \$6,000 | Number of Awards: 1

For graduating high school seniors from the Town of Barnstable intending to further their education in the field of music. Total award is disbursed over 4 years.

ROBERT AND CLAIRE MUNROE WOODS HOLE GOLF CLUB SCHOLARSHIP

Award Amount: \$3,000 each | Number of Awards: 1-3

For graduating high school seniors or current college students who have been consistently employed at the Woods Hole Golf Club as caddies, pro shop assistants, kitchen and wait staff, or grounds crew personnel during at least 2 summers to attend 2- or 4-year accredited colleges or universities.

ROSLYN PRAISE MARGOLIN SCHOLARSHIP

Award Amount: Up to \$8,000 | Number of Awards: 1-3

For seniors graduating from a Cape Cod high school, Natick High School, Newton North High School, or Silver Lake Regional High School to attend Boston University, with a preference for students attending Sargent College of Health and Rehabilitation Sciences; will also consider current Sargent students with a preference for students who graduated from aforementioned schools.

RUTH B. SEARS SCHOLARSHIP

Award Amount: Varies | Number of Awards: 1-4

For graduating seniors of Dennis-Yarmouth Regional High School who reside in the village of East Dennis. The scholarship is based on scholastic ability and likelihood of success.

RYAN FAMILY AMUSEMENT SCHOLARSHIP

Award Amount: \$4,000 each | Number of Awards: 1-2

For graduating high school seniors and current college students who have an interest in pursuing a career in the hospitality industry and are residents of Dukes County, Barnstable County, the Town of Plymouth, the Town of Millis, the Town of Raynham or the Town of Hingham. Total award dispersed over 4 years.

SAMUEL D'OLIMPIO SCHOLARSHIP

Award Amount: \$1,500 each | Number of Awards: 2

For graduating seniors of Barnstable High School who have participated on a Varsity athletic team their senior year of high school and who are pursuing post-secondary education.

SANDWICH LEGACY FOUNDATION SCHOLARSHIP

Award Amount: \$1,000 each | Number of Awards: 3

For residents of Sandwich who have demonstrated community service, volunteerism, and entrepreneurial spirit. Selection is also based on academic success and financial need.

SCARBROUGH ADULT LEARNER SCHOLARSHIP

Award Amount: Varies | Number of Awards: 1-4

For adults returning to school who have had at least 24 consecutive months as a non-student. Preference is for students pursuing a 2-year degree or professional certificate and/or attending a technical school. Applicants from Southeastern Massachusetts will be considered but preference will be for students from Cape Cod or the Islands.

SEAN BREEN MEMORIAL SCHOLARSHIP

Award Amount: \$200 | Number of Awards: 1

For graduating seniors of Barnstable High School who are furthering their education.

SEAN M. WALSH MEMORIAL ATHLETIC SCHOLARSHIP

Award Amount: \$5,000 each | Number of Awards: 2

For graduating Barnstable High School seniors who are student athletes that exhibit a love and dedication to sports. Applicants must be accepted to a 4-year college or university, be involved in the community, have noteworthy achievements, and demonstrate an ability to overcome adversity.

STANLEY V. MARGOLIN SCHOLARSHIP

Award Amount: Up to \$2,000 each | **Number of Awards:** 1-2

For graduating seniors from Cape Cod, Natick High School, Newton North High School, or Silver Lake Regional High School who are pursuing higher education at the Massachusetts Institute of Technology. Current MIT students will be considered with a preference for students who graduated from aforementioned schools.

STAN SAMUELSON SCHOLARSHIP

Award Amount: \$2,000 each | **Number of Awards:** 2

For graduating seniors of a high school on Cape Cod or the Islands who plan to further their education by attending a 2-year or 4-year college, vocational/technical institute, or other post high school educational setting. Applicants, like LGBTQ ally Stan Samuelson, must be committed to promoting LGBTQ equality through community service.

STEPHEN BERNARD MEMORIAL SCHOLARSHIP

Award Amount: \$2,500 each | **Number of Awards:** 2 (1 from Chatham and 1 from Cotuit)

For graduating high school seniors who are residents of Chatham or Cotuit to attend a 2- or 4-year undergraduate educational institution. Preference for students who have exhibited an entrepreneurial spirit. Past recipients are eligible to reapply.

THE CAPE COD FOUNDATION SCHOLARSHIP

Award Amount: Varies | **Number of Awards:** Varies

For graduating high school seniors, current college students, or returning adult students from Cape Cod or the Islands who have significant financial need and display perseverance and a strong work ethic.

THE LA TANZI, SPAULDING AND LANDRETH SCHOLARSHIP

Award Amount: \$1,500 each | **Number of Awards:** 3 (1 from Barnstable, 1 from Monomoy, 1 from Nauset)

For graduating seniors of Barnstable, Monomoy Regional, or Nauset Regional High School to pursue higher education. Eligible students must have an interest in and/or plan to pursue law, government, or social sciences, be in the top one-fourth of their class, and have demonstrated financial need.

THE SPARK FOUNDATION SCHOLARSHIP

Award Amount: \$1,000-\$3,000 | **Number of Awards:** 1-2

For graduating high school seniors, current college students, or returning adult students from Cape Cod and the Islands who have significant financial need and who demonstrate perseverance and a strong work ethic. Preference will be given to those pursuing studies in Education, Healthcare and/or Social Work.

THOMAS ANDREW GEORGE MEMORIAL SCHOLARSHIP

Award Amount: \$2,500 | **Number of Awards:** 1

For sailing instructors of the Hyannis Yacht Club who demonstrate a continued interest in sailing to attend a 4-year undergraduate institution of higher learning. Applicants must be year-round Cape Cod residents. Students can apply as graduating high school seniors and current college students. Past recipients are eligible to reapply.

TOBY SANDERS SCHOLARSHIP

Award Amount: Varies | Number of Awards: Varies

For graduating seniors of Monomoy Regional High School who have demonstrated a strong work ethic and a keen interest in golf by having participated in the golf program for at least three years.

VALERIE GUNDERSON OSIECKI SCHOLARSHIP FOR THE ARTS

Award Amount: \$2,000 | Number of Awards: 1

For graduating high school seniors from Cape Cod or the Islands who are pursuing a degree in the Arts, with a preference for students pursuing Theater. Students must be attending college in the fall at either a 2- or 4-year accredited educational institution.

WILLIAM J. "RUSTY" COTTER MEMORIAL SCHOLARSHIP

Award Amount: \$1,000 | Number of Awards: 1

For graduating seniors of Barnstable High School who will be attending an accredited institution of higher learning.

WINTHROP T. TRENHOLM MEMORIAL SCHOLARSHIP*

Award Amount: Varies | Number of Awards: Varies

For graduating seniors of Sandwich High School and Belfast High School who plan to major in a profession that will provide service back to the community.

WORLD CONCERN SCHOLARSHIP

Award Amount: \$12,000 | Number of Awards: 1

For graduating high school seniors or continuing college students whose family has resided in a town on the Lower/Outer Cape for the past three years. Applicants must need financial assistance and plan to begin or continue to pursue an undergraduate degree in either environmental sciences or international relations at an accredited 4-year college or university. Preference is given to students from Orleans. Total award disbursed over 4 years.



THE CAPE COD ASSOCIATION

An Additional Scholarship Opportunity

The Cape Cod Association is a partnering organization of The Cape Cod Foundation. It offers heritage-based scholarships for residents born on Cape Cod, Martha's Vineyard, and Nantucket. Graduating high school seniors and college students who are past recipients of this scholarship are eligible to apply. There is a separate application on The Cape Cod Foundation's online scholarship portal (capecodfoundation.org) to apply for a scholarship from the Cape Cod Association.

APPLICATION OPEN:

February 1

PAST RECIPIENT DEADLINE:

March 15

HIGH SCHOOL APPLICANT

DEADLINE: April 1



For more information visit capecodassoc.org



261 WHITES PATH, UNIT 2 | SOUTH YARMOUTH, MA 02664
508.790.3040 | CAPECODFOUNDATION.ORG

IMPACT

THE CAPE COD FOUNDATION STRATEGIC EMERGENCY RESPONSE FUND. [LEARN MORE](#) [DONATE](#)



Board of Directors
(see pages 3-6)

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Staff

The Cape Cod Foundation has a committed staff of six full-time and four part-time professionals.



Kristin O'Malley

PRESIDENT AND CEO

508.790.3040, Ext. 115

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Dara P. Gannon

**DIRECTOR OF PROGRAMS
AND DONOR SERVICES**

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Maura K. White

OFFICE MANAGER

508.790.3040, Ext. 117

EMAIL

Board of Directors

Officers

The Board of Directors is comprised of volunteers representing the rich diversity and broad interests of our community. They provide the leadership to conduct the business affairs of the Foundation. They are all community leaders, chosen for their sensitivity to and knowledge of Cape Cod's needs. One of their primary tasks is to ensure that the assets of the Foundation are well managed and fund earnings are used appropriately. In addition to exercising leadership to promote the welfare of our community, the Board is responsible for awarding grants. Board members also serve on committees to guide specific areas of Foundation endeavors.



Patricia Maguire Meservey

Chairman

Pat served as Salem State's 13th president from 2007-2017.



Lisa Sherman

Vice Chairman

After practicing law in Boston for 8 years, Lisa joined the Orleans law firm of LaTanzi, Spaulding & Landreth and became a Partner in its Trust & Estates Department in 2003.



Lisa J. Oliver

Clerk

Lisa J. Oliver brings thirty-plus years of experience in financial services to the Foundation—and to The Cooperative Bank of Cape Cod.



Ramani Ayer

Immediate Past Chairman

Ramani Ayer is a former Chair of the Hartford HealthCare Board of Directors and current Board member.

Directors



Craig H. Boyce

Craig has more than 25 years of strategic consulting and global private equity investing experience, including 18 years with Bain Capital in Boston and Hong Kong.



Paul Houlihan

Mark Quinn

Treasurer

Mark spent his professional career as a CPA, primarily as a partner in the assurance practice of Ernst & Young.



Carmen Patricia Fater, MD

Patty says her experiences being a parent, volunteer, and Primary Care physician on Cape Cod since 1995 have given her insights into life here.



Diana Lam

Paul has extensive experience in organizational management and administration, international negotiations, and community-based program development.

Diana, a resident of Marstons Mills, is a retired educator and change agent with a national reputation for raising student academic and artistic achievement.



Sara Lou Sherman

In 2021, Sara retired from Wellington Management Company, LLP, in Boston after 27 years, where she served as a Senior Vice President and Partner.



Michael E. Stack

Mike was a partner at Wellington Management where he worked as a fixed income portfolio manager from 2020 until his retirement in 2021.



Janet Taylor

Janet, the Philanthropic Advisor for Boston law firm Ropes & Gray, has extensive experience working with private foundations, corporate giving programs, and family philanthropy.



William Trachsel

Bill moved to Chatham upon his retirement from United Technologies Corporation (UTC) in 2007.

Founders

John P. English

Donald B. Foresman

Mary K. Morgan

James H. Rice

S. Murray Rust, Jr.

William C. Snow

Create your own fund. Donate to an existing fund. Support the Foundation's Civic Leadership Initiatives.

Together, we have invested more than \$95 million in grants and scholarships in the Cape Cod Community. For good.

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CITIZEN PETITION

February 5, 2023

Town of Wellfleet, MA

To see if the Town will vote to adopt the following resolution:

WHEREAS, to address the very high cost of college and the fact that many Wellfleet families have a very difficult time paying for higher education for their children.

WHEREAS we find this an inequity that should be addressed.

NOW, THEREFORE, The Town Meeting votes to establish a Town of Wellfleet Scholarship for students who are residents of Wellfleet.

Applicants must demonstrate financial need and academic merit and plan to or currently attend an accredited non-profit educational institution. Financial need will be demonstrated in accordance with industry best practices for determining financial need, currently through completing a Free Application for Federal Student Aid (FAFSA) form.

In accordance with an agreement that will be made with the Town of Wellfleet School Committee, The Cape Cod Foundation (CCF) will manage the scholarship program for an annual fee in accordance with its Fee Policy for a nonpermanent fund not held in its investment pool. That fee is currently \$250.

In 2022, The CCF awarded over \$900,000 in scholarships to local students and has a nearly 34-year history of serving the Cape Cod community, distributing more than \$95 million in grants and scholarships during that time. The Town of Wellfleet School Committee will recommend a representative to coordinate with the CCF.

Payment by the Town to CCF will be made by March 1, 2024, with scholarship selection by June 30, 2024. All scholarship payments are made directly to the college or institution. The CCF will provide an annual financial report to the Town School Committee.

And to raise and appropriate \$100,000 for this scholarship program, OR TAKE ANY OTHER ACTION RELATED THERETO. (By Petition)

= + \$22 / res. tax bill

NAME (PRINT)	SIGNATURE	ADDRESS (VOTING ADDRESS)
William K. Dugan	<i>William K. Dugan</i>	10 Cypress St. Wellfleet MA
JANET G Dugan	<i>Janet G Dugan</i>	10 Cypress St. Wellfleet MA
Jill Putnam	<i>Jill Putnam</i>	30 Beach St. Wellfleet, MA
Steve Oliver	<i>Stephen J. Oliver</i>	80 Big Chief Hill Wellfleet MA
Gary Joseph	<i>Gary Joseph</i>	366 Old Kings Hwy Wellfleet MA
Ann O'Brien	<i>Ann O'Brien</i>	29 CYPRESS ST. WELFLEET, MA
Tom Jansson	<i>Thomas Jansson</i>	255 Old Wharf Wellfleet, MA
DANIEL GRANER	<i>Daniel Graner</i>	210 PARK AVE S. WELFLEET
ANDREW HUMPHREYS	<i>Andrew Humphreys</i>	2 WESTWELL ST. WELFLEET
MATT GONZ	<i>Matthew I. Gonz</i>	25 WESTERN AVE.
Bruce Hurter	<i>Bruce Hurter</i>	55 Atlantic Ave, Wellfleet
Madeleine Enje	<i>Madeleine Enje</i>	55 Atlantic Ave, Wellfleet
Anne Suggs	<i>Anne Suggs</i>	46 Nantuxant Bluff Rd.

Thank you Mr. Moderator.

Article 42 is a citizen petition article which proposes to establish a Town of Wellfleet Scholarship Program with the following requirements:

- Eligible students must demonstrate financial need and academic merit annually. Students would be eligible in all 4 years of college, and must be attending an accredited, non-profit college or community college.
- Applicants must complete a Free Application for Federal Student Aid (FAFSA) form annually.
- The program would be managed by the full-time staff of the Cape Cod Foundation (CCF). Last year the CCF awarded more than \$900,000 in scholarships, over \$50,000 of which went to Wellfleet students, and has served Cape Cod for 34 years.
- Last year the average Wellfleet family that applied for a CCF scholarship, was able to contribute \$11,400 toward college. The cost for one year at the University of Massachusetts, Amherst is \$33,000 per year. This means that many students are taking on more than \$80,000 in debt for a bachelor's

degree. Existing scholarship programs sometimes reduce this debt by as much as 20%.

- If approved, this program would not eliminate our student's need to incur debt. But it would reduce the amount of debt incurred, and increase the number of students who would be able to complete college.
- All scholarship payments would be sent directly to the colleges by CCF.
- We are requesting an appropriation of \$100,000 to be awarded in 2024. This would add approximately \$22 to the average annual residential tax bill.
- Currently there are 18 Wellfleet seniors at Nauset, and 70% of them are likely to apply to college.

Please vote for Article 42 on Saturday, April 29 at Town Meeting,

and for Question 20 on the Ballot.

Thank you.



= CCF

DRAFT
SCHOLARSHIP FUND AGREEMENT

The Donor hereby contributes \$ 100,000.00 or TBD to the Foundation to create the

“Town of Wellfleet Scholarship” **FUND** (“the Fund”). The Donor, or any other person,

may make a subsequent contribution to the Foundation for the Fund. All contributions to the Fund shall be administered pursuant to the terms and conditions of this agreement. The Cape Cod Foundation shall hold the Fund.

1. Purpose of the Fund

Consistent with the charitable purposes of the Foundation, distributions from this Fund will be used primarily to provide scholarships in accordance with the program guidelines contained in Schedule A to this Agreement and the Foundation’s Scholarship Handbook, as amended from time to time. A copy of the current Handbook is provided with this Agreement.

2. Investment Objective

Assets held by the Fund will be invested in:

 Investment Pool X Cash

3. Fund Permanence

The intention of the fund is to be a(n):

_____ Endowment Fund

_____ Nonpermanent Fund (less than one year)

X X Nonpermanent Fund (greater than one year)

4. Distributions

In accordance with the Foundation's Investment Policy, the Foundation allows for two different distribution options based on the permanence of a fund:

(a) For an Endowment Fund, the Foundation shall make distributions from the Fund in accordance with the spending policy adopted annually by the Board. The spending policy is designed to allow the Fund to be invested to maintain, and, if possible, increase, the purchasing power of the Fund over time, while at the same time providing a relatively steady and predictable level of funding for current grants from the Fund.

(b) For a Nonpermanent Fund, the Foundation may make distributions from the income and principal of the Fund.

CCF -
5. Scholarship Advisory Committee = (CCF - SAC)

(a) A Scholarship Advisory Committee will be responsible for reviewing applications and making recommendations to The Cape Cod Foundation Board of Directors. All committee members must be appointed by, and approved annually by, The Cape Cod Foundation Board of Directors. The Donor's advice is given solely as a member of the committee. The donor, and parties related to the donor, can not control the committee directly or indirectly. The Committee shall be composed of Cape Cod Foundation scholarship committee with a representative nominated by the Wellfleet S

select board

CCF - SAC

(b) The Committee shall unanimously notify the Foundation in writing of the spokesperson who shall communicate with the Foundation on its behalf. The Foundation may rely upon such notification until changed by written notice executed by all members of the Committee, and shall not be obligated to consider advice without the designation of such a spokesperson.

(c) In the event that no one advises the Foundation on the distribution of the Fund for two (2) consecutive years, the Foundation may administer scholarship distribution without considering the advice or recommendation of any third party.

6. Variance Power

This Fund is a component fund of the Foundation and its assets are assets of the Foundation. The Fund is subject to the Foundation's governing instruments including the Foundation's power to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified charitable purposes or to specified organizations if in the sole judgment of the governing body (without the necessity of the approval of any participating trustee, custodian, or agent), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served.

7. Anonymity/Publicity

To recognize and honor our donors, the Foundation's policy is to include our donors' names in publicity about the Foundation unless they wish to remain anonymous. Please check the box below that best describes your wish regarding publicity:

(i.e. Town of Wellfleet Scholarship)

- I have no objection to the inclusion of my name in Foundation publicity
- I do not wish to have my name included in Foundation publicity and I wish to be listed as an anonymous donor
- Other _____

8. Administration

(a) The Foundation shall administer the Fund in accordance with the terms of this Agreement, under and subject to the Foundation's governing instruments, as amended from time to time, and in accordance with procedures for the administration of similar funds of the Foundation, including charges for Foundation services. The Fund, and distributions from the Fund, shall be subject to the Foundation's ultimate control and absolute discretion.

(b) The Foundation shall provide the Donor such information relating to the Fund as may reasonably be requested from time to time.

(c) Charges shall be assessed against the Fund pursuant to the fee schedule of the Foundation (attached hereto as Exhibit A), as it may be from time to time amended. First year fee is \$250.

*

(d) No distribution shall be made from the Fund to satisfy a pledge or other commitment of the Donor or any other person with the right to advise the Foundation.

(e) Any recipient of benefits from the Fund shall be advised that such benefits are from the Fund.

(f) The Fund is intended to be a component part of the Foundation.

(g) The Foundation will provide a financial report annually.

9. Agreement Irrevocable; Limited Power of Amendment

This Agreement is irrevocable. For the sole purpose of ensuring that the Fund qualifies as a component part of the Foundation for federal tax purposes, however, the Foundation, acting alone, shall have the power to modify the terms of this Agreement to the extent necessary to ensure such qualification.

10. Controlling Law

DRAFT

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Foundation and the Donor have executed this Agreement on the day and year appearing at the beginning of this Agreement.

CAPE COD FOUNDATION

Authorized Officer

Date: _____

Witness:

Donor:

By: _____

Date: _____



NEWS RELEASE

MASSACHUSETTS MUNICIPAL WHOLESALE ELECTRIC COMPANY

Contact: Kate Roy, Director of Communications & External Affairs
(413) 308-1351

MMWEC Offers Scholarships to Ludlow, Minnechaug High School Seniors

LUDLOW, Mass. –April 16, 2020 – Applications are open for the Massachusetts Municipal Wholesale Electric Company (MMWEC) scholarship program.

MMWEC is offering four \$1,000 scholarships to be awarded to qualifying seniors from Ludlow and Minnechaug high schools who are planning to attend either a two- or four-year college. Scholarships will be awarded to two students from Ludlow High School, one Minnechaug student from Hampden, and one Minnechaug student from Wilbraham. Students must plan to pursue a degree in disciplines related to engineering, environmental sciences, finance, or accounting.

Scholarship awards will be based on several factors, including academic achievement and need. All seniors planning to pursue one of the specified academic areas are encouraged to apply, regardless of their class ranking.

To be considered, students must submit all required documents including a letter of recommendation from their guidance counselor and a letter detailing their educational and professional goals. The submission deadline is May 15, and MMWEC will be accepting electronic application submissions for the first time. Application and submission details will be shared with students via their guidance counselors.

As part of its commitment to the Ludlow, Hampden and Wilbraham communities, MMWEC has awarded \$48,000 in scholarships to help local students defray the cost of higher education since the inception of the scholarship program in 1998.

MMWEC is the joint action agency for public power in Massachusetts, providing a variety of power supply, financial, risk management and other services to the state's consumer-owned, municipal utilities. MMWEC is the operator and principal owner of the Stony Brook power plant on Moody Street and has been a corporate resident of Ludlow for 43 years.

####

Massachusetts Municipal Wholesale Electric Company, 327 Moody St., Ludlow, MA 01056

(A political subdivision of the Commonwealth.)



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: October 3, 2023

VI

BUSINESS

~ E ~

REQUESTED BY:	Rebekah Eldridge ~ Executive Assistant
DESIRED ACTION:	To review and approve the brick memorial walkway in front of town hall.
PROPOSED MOTION:	I move to approve the proposed memorial brick walkway as presented at tonight's meeting.
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



October 1, 2023

Dear Honorable Selectboard Members,

I have been working for the past year or so to try and figure out a way for the residents and visitors of Wellfleet to be able to memorialize their loved ones. The board put a moratorium on benches a while back because there was no more room at the pier for benches. I decided to try and find an alternate solution.

I spoke with Jay Norton and Peter Morris from the DPW to see what the logistics would be of putting in a new walkway in the front of town hall. Not just a regular walkway but one with engraved pavers for those people that would like to have their loved ones remembered in Wellfleet.

I reached out the historical museum as they have done something similar and they gave me a name of a company but after doing some research I found a Northeast based company (Pave Art) that understands the weather of New England and they engrave their pavers differently so the salt, sand, and other weather issues we deal with don't affect the engravement.

I am working with the DPW to see how many bricks we need, and the size, then I will work with the town administrator and town counsel to see how the money that is charged for the pavers can be used to benefit the community as it can't be used for revenue. There is money in a budget that was set up for the benches that can be used to start this program and help off set the labor costs of the DPW to put the walkway down.

While I realize this will take some time, I would like to get the "ball rolling" so that I can offer people who call an option to memorialize their loved ones.

Thank you for your time and consideration.

Sincerely,

Rebekah Eldridge

Executive Assistant to the Town Administrator and Selectboard



ENGRAVING



Mike Bull
www.paverart.com
Paverart Enterprises, LLC
mbull@paverart.com
Cell: (302) 530-3090
Office: (856) 783-7000

Mark Olivito
www.paverart.com
Paverart Enterprises
nolivito@paverart.com
Cell: (908) 873-7522
Office: (856) 783-7000



The Engraving Industry is *INCREDIBLY* Challenged!

- Over the past few years, MULTIPLE Engraving companies have gone *OUT of business*.
- In addition, many EXISTING projects (many containing hundreds of donor bricks) have started to break down and cause “mass replacements” of previously built projects. In some cases, they have caused financial issues as these costs were not planned....
- Industry demand has continued to go up, while the available number of engraving companies have DECREASED.
- Common Outcomes? *Longer lead times. In some cases, significant price increases.*



Mayor Joseph A. Carfora · Follow
May 11, 2022 · 🌐

Town Green - engraved brick update from the Mayor's Office.
The Town green beautification project took off quickly with the sales of engraved bricks for the new walkway on the town green. MANY orders came into the mayor's office and we had previously arranged for all bricks to be engraved locally prior to Covid. We had a solid plan!

Like many other situations due to Covid last year it effected the timeline of our project. The original vendor had a major supply issue that was out of ours and their control which then caused us to move our orders to another vendor.

Unfortunately, we had to relocate the pallets of bricks after locating a new vendor in New Jersey, one who can take on this large ongoing project with little notice. We did all this with hopes the new vendor will still give us a completion date for spring 22 like we targeted.

With that being said, we are on schedule for the bricks to be placed for spring. So, here we are, its spring. We have been working closely with @Paverart NJ, included are some photos of the mass production of our Bricks. This new company has been amazing to work with and has kept us up to date. All of the bricks will be completed by the end of May and we are hoping to announce a date in early June to celebrate the "walk East Haven" beautification project and place the engraved bricks for all to see.

This will include placement of the bricks and the remaining plaques for the benches that arrived.

Supply and demand in every aspect has been affected due to Covid. We see this every day in our own lives. I know we have spoken with residents who may have called in, but we also wanted to share this update here too.

Bricks can still be purchased, we have more available. Stop by the Mayor's Office to be part of the next wave of orders.

PaverArt designed the new compass on the walkway at Momauguin School, it's amazing, check out their work.

Thank you for your patience, and as always, call with any questions. (203) 468-3204.

👍 4 1 share

👍 Like 💬 Comment ➦ Share



👍 58 14 comments 11 shares

👍 Like 💬 Comment ➦ Share

All comments



- Dona De**
Glad to see that these are almost done can't wait to see them. Thanks for posting a picture. I zoomed in and saw my brick, unfortunately it's spelled incorrectly. I will text you Tina Hedley.
Like Reply 42w
- Shari Sandacata**
I was soo happy to zoom in to see my families brick....I will be sending my brother to the ceremony in May to see it. as I now reside in Florida. EAST HAVEN PROUD!!!
Like Reply 42w
- Donna Josephson**
Thank you for the update!
Like Reply 42w
- Kris Emmons Baron**
Thanks for the update
Like Reply 42w



PAVERART: So What Have WE done?

At PAVERART We are **SERIOUS** about getting better in all areas of our business, **INCLUDING** Engraving. ***This isn't a slogan.....***

- **From 2020-2022 (3 years) we have invested 2x MORE back into our business's capabilities (cap ex) than the previous 17 years COMBINED.**

We built a Dedicated engraving facility.

- For 20 years we have “co-mingled” our flagship PAVERART design business with our engraving business.

We Expanded our team, improved our standards.

We have perfected our Proprietary eco-fill engraving method.

We've invested in fully transparent customer relationships. We are not perfect by any means, but we **WELCOME** our clients to partner with us, come visit us (virtually or in person) and see why we can be a great long term partner and what it takes to create great outcomes, not just today, but over the long term.

We Continue to build upon what makes us unique:

- **PAVERART- The World Leader In Custom Paver Design**





*DEDICATED Engraving
Facility, Operational in
January 2023*





- We continue to Invest in our team, quality controls, service standards and customer education.
- *We ALWAYS invite prospective clients to visit us, our team and facility.*



The World of Engraving *Durability* Is the Challenge!



Significant Number of Concrete* Engraved pavers are *Spray Painted*.

Paint WILL wear out. It's not an IF, it is a WHEN.

Advantage of Paint? It's Fast. And with a world of expanding lead times, this matters. But you need to be "eyes wide open."

* *If you go with PAINT, PLAN ON REPLACEMENT COSTS within 5 years.*

* Clay pavers can be laser jetted which is much more durable than spray painted applications. However, there are SIGNIFICANTLY more Concrete pavers installed vs Clay, concrete is simply much more popular.



Quality Matters.



* We deal with the “durability” problem created with Paint by utilizing our Proprietary Eco-Fill Method

We sandblast the surface of the paver with the required inscriptions to create cavities deep enough to accept our Eco-Fill.

THEN, we **FILL** the characters and essentially “fix” the self-imposed cracks by filling those cavities.

Our Eco-Fill takes longer than the spray-painting process.....MANY more steps and plenty of time involved in “baking” that can’t be rushed....

But it’s worth it, and donors always appreciate it.



Delaware County Veterans Memorial

* Approximately 2,000 Pavers Being Replaced by PAVERART and our Eco-Fill....



Delaware County Veterans Memorial Association In Newtown Square

December 26, 2022

We are excited to announce our Brick Replacement Project! Since the memorial was built 10 years ago, the names of many Veterans have worn away on their individual bricks.

With support from Senator Keamey and Senator Kane and a grant provided by the Commonwealth of Pennsylvania - Department of Community and Economic Development (the Keystone Communities Program), DCVMA has the opportunity to replace an estimated 6,000 bricks. The newly engraved bricks will become a permanent part of the Memorial, with more to be added in the future through the Buy-A-Brick program.

The new and improved bricks will be on a darker grey and a light grey engraving to ensure a better viewing experience for our Veterans and their families. With help from PaverArt, the Memorial will receive the first batch of new bricks by the end of the 2022 year, and the project will begin when weather permits.

We will be sharing updates along the way! To stay up to date on this exciting project, follow our Facebook and Instagram pages.





“The Toms River Police Foundation is Raising Money for a New Courtyard”



TOMS RIVER POLICE DEPARTMENT

COURT OF HONOR

HONORING THOSE WHO PROUDLY SERVED OUR COMMUNITY

PLEASE HELP US REACH OUR GOAL \$65,000

PROPOSED COURTYARD COMING SPRING 2022

PROJECT DONATIONS CAN BE MAILED TO: TOMS RIVER POLICE FOUNDATION
PO BOX 876 - 253 OAK AVENUE - TOMS RIVER, NJ 08754



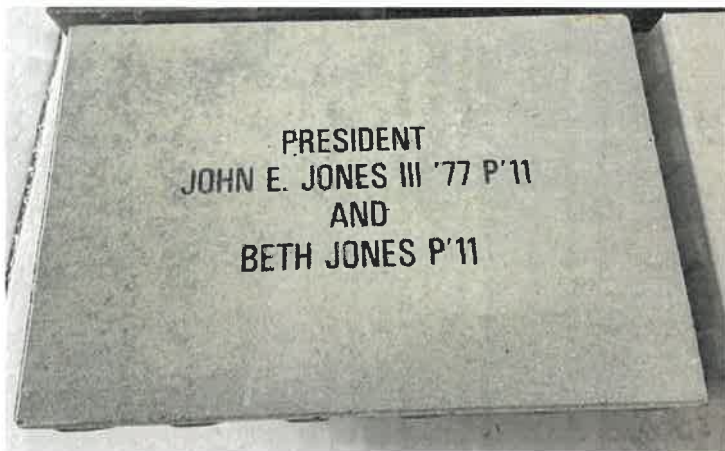
"Framingham Veterans Memorial Park
To Host Veterans Day Ceremony"





Backup

PAVERART®





PAVERART®





How PAVERART Started...

20 Years Ago, We Were Given A Challenge.....

"We just built 4 intersections that have broken down in less than 2 years with decorative/stained concrete. Can you build 4 artistic streetscapes that will stand the test of time with custom-colored Concrete Pavers?"

The answer was Yes, launching PAVERART, and they still look great to this day.

representative Decorative/Stained Concrete Application

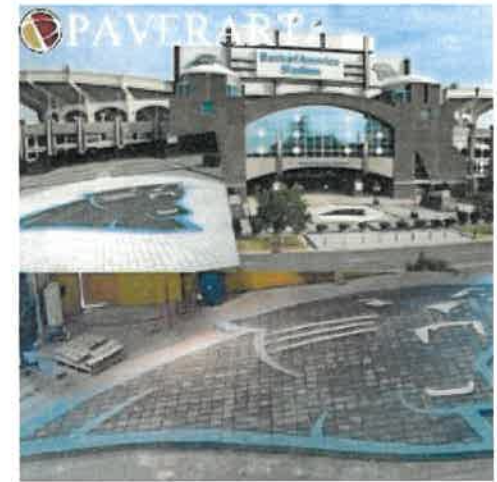




Beautifying The World of Hardscapes....

- Over the next 20 years our work has evolved to include municipalities, professional sports teams, universities, corporate branding and residential designs. Our company is best summarized by our name "PAVERART" combined with our 3-word tagline:*

Imagine. Create. Beautify.





* 4, 65'X65' including 10' wide decorative crosswalks

What Started it all @ PAVERART

Wildwood NJ, 4 decorative Intersections

* 20+ Years installed, millions of cars, Northeast Winters, and still looks great. That's **BUILT TO LAST!**





Our Guiding Principles

From Job #1 To Today

- **Our products are BUILT TO LAST.**

- We often joke, but we are dead serious with the following quip: “We will all be long gone, but PAVERART will still be in the ground, perfectly strong and looking great!”

- **Our products have that “Wow Factor!”**

- Our patented technology can not be replicated with traditional hardscape cutting methods. Seeing is believing. Browse our past projects to get a feel for our capabilities.

imagine. create. beautify.



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: October 3, 2023

VII

SELECTBOARD REPORTS:

Reported by:	Topic:



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: October 3, 2023

VIII

TOPICS FOR FUTURE DISCUSSION

- **The board will bring up topics that they wish to be on future agendas.**



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: October 3, 2023

IX

VACANCY REPORTS

*****Please see the packet for full report*****

Date: October 3, 2023
To: Board of Selectmen
From: Rebekah Eldridge
Re: Vacancies on Town Boards

Bike and Walkways Committee (5 members)

Vacant Positions: 0	Appointing Authority	Length of Term
Alt Positions: 0	Selectboard	1 year (complete term)

Requesting Appointment: No applications on file

Board of Assessors (3 members, 1 alternate)

Vacant Positions: 0	Appointing Authority	Length of Term
Alt Position: 1	Selectboard	3 years

Requesting Appointment: No applications on file

Board of Health (5 members, 2 alternates)

Vacant Position: 1	Appointing Authority	Length of Term
Alt Positions: 0	Selectboard	3 years

Requesting Appointment: No applications on file

Board of Water Commissioners (5 Members, 2 Alternates)

Vacant Positions: 0	Appointing Authority	Length of Term
Alt Positions: 2	Selectboard	3 years

Requesting Appointment: No applications on file

Cable Advisory Committee (5 Members)

Vacant Positions: 0	Appointing Authority	Length of Term
Alt Position: 0	Selectboard	1 year

Requesting Appointment: No Application on File

Commission on Disabilities (up to 5 Members)

Vacant Positions: 0	Appointing Authority	Length of Term
Alt Position: 0	Selectboard	3 years

Requesting Appointment: No applications on file

Conservation Commission (7 Members, 2 alternates)

Vacant Positions: 0	Appointing Authority	Length of Term
Alt Positions: 2	Selectboard	3 years

Requesting Appointment: No Application on File

Council on Aging (11 Members)

Vacant Positions: 4	Appointing Authority	Length of Term
Alt Vacancies: 0	Selectboard	3 years

Requesting Appointment: No application on file

Cultural Council (no more than 15 Members)

Vacant Positions: 5	Appointing Authority	Length of Term
Alt Position: 0	Selectboard	3 years

Requesting Appointment: no applications on file

Dredging Task Force (5 Members)

Vacant Positions: 2	Appointing Authority	Length of Term
Alt Positions: 0	Selectboard	3 years

Requesting Appointment: No applications on file

Energy and Climate Action Committee (7 members, 2 alternates)

Vacant Positions: 0	Appointing Authority	Length of Term
Alt Positions: 1	Selectboard	3 years

Requesting Appointment: No Application on File

Finance Committee (9 members, 2 alternate)

Vacant Positions: 1	Appointing Authority	Length of Term
Alternate Position: 2	Town Moderator	3 years

Requesting Appointment: Timothy Sayre application on file

Historical Commission (7 members)

Vacant Positions: 0	Appointing Authority	Length of Term
Alt Vacancies 0	Selectboard	3 years

Requesting Appointment: No applications on file

Local Housing Partnership (at least 10 members)

Vacant Positions: 0	Appointing Authority	Length of Term
Alt Positions: 0	Selectboard	1 year

Requesting Appointment: No application on file

Marina Advisory Committee (7 Members, 2 Alternates)

Vacant Positions: 0	Appointing Authority	Length of Term
Alternate Position: 0	Selectboard	2 years

Requesting Appointment: No applications on file

Natural Resources Advisory Committee (7 Members)

Vacant Positions: 3	Appointing Authority	Length of Term
Alt Position: 0	Selectboard	3 years

Requesting Appointment: No application on file

Open Space Committee (7 Members)

Vacant Positions: 0	Appointing Authority	Length of Term
Alt Positions: 0	Selectboard	1 year

Requesting Appointment: No application on file

Personnel Board (4 members + TA + FinCom Rep) **NO LONGER MEETS**

Vacant Positions	Appointing Authority	Length of Term
2 Positions	Selectboard	3 years

Requesting Appointment: No applications on file

Planning Board (7 members + 2 alternates)

Vacant Positions: 0	Appointing Authority	Length of Term
Alt Positions: 2	Selectboard	3 - 5 years

Requesting Appointment: No applications on file

Recreation Committee (7 Members)

Vacant Positions: 2	Appointing Authority	Length of Term
Alt Positions: 0	Selectboard	3 years

Requesting Appointment: No applications on file

Recycling Committee (7 Members + 2 Alternates)

Vacant Positions: 0	Appointing Authority	Length of Term
Alt Positions: 1	Selectboard	3 years

Requesting Appointment: No applications on file

Rights of Public Access (5 Members)

Vacant Positions: 4	Appointing Authority	Length of Term
Alt Positions: 0	Selectboard	1-2 years

Requesting Appointment: No application on file

Shellfish Advisory Board (7 members + 2 Alternates)

Vacant Positions; 0	Appointing Authority	Length of Term
Alt Position: 0	Selectboard	3 years

Requesting Appointment: No application on file

Zoning Board of Appeals (5 Members, 4 Alternates)

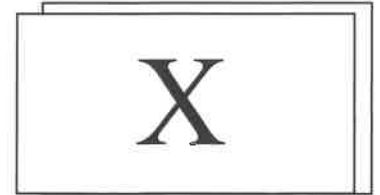
Vacant Positions: 0	Appointing Authority	Length of Term
Alt Positions: 0	Selectboard	3 years

Requesting Appointment: No applications on file



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: October 3, 2023



MINUTES

REQUESTED BY:	Executive Assistant
DESIRED ACTION:	Approval of Draft Meeting Minutes from September 5, 2023; and September 19, 2023.
PROPOSED MOTION:	I move to approve the minutes of September 5, 2023, and September 19, 2023, as written in draft.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

Wellfleet Selectboard
Tuesday September 5, 2023; 7pm
Hybrid Meeting
715 Old King's Highway, Wellfleet
Zoom
Meeting Minutes

Members Present: Barbara Carboni, Chair; John Wolf, Vice Chair; Kathleen Bacon, Michael DeVasto, Ryan Curley

Others Present: Rich Waldo, Town Administrator; Rebekah Eldridge, Executive Assistant; Nancy Civetta, Shellfish Constable; Tim Sayre, Resident; Lisa Brown, SPAT; Deidre Oringer, SPAT; Chris Merl, Resident; Kevin LaRocco, Acting Police Chief; Tonya Felix, SPAT; Elaine McIlroy, Wellfleet Housing Authority; Dennis O'Connell, Wellfleet Conservation Commission; Chris Allgeier, Dredging Task Force; Helen Miranda Wilson, Resident; Karen Johnson, Shellfish Advisory Board Chair; Barbara Austin, Resident; Daniel Silverman, Town Moderator; Nathan Johnson, Resident; Sam Pickard, Resident; Stephen Pickard, Resident; Nick Sirucek, resident; Paul Wittensen, General Manager for ARC; Lynne Welsh, Bond Counsel

Chair Carboni Called the meeting to order at 7:03pm

I. *Announcements and Public Comments*

Note **Public comments are limited to no more than two minutes per speaker.** The Board will not deliberate or cote on any matter raised solely during Announcements & Public Comments.

Chair Carboni asked the board if there were any comments from them before the public spoke.

Board Member Curley spoke to the public reminding them of Town Meeting being held on September 18, 2023

Wilson spoke to the board discussing pesticides at the school during the town meeting.

O'Connell, he announced that the trust is having a guided walk-through Wellfleet and invited the public to attend.

Brown spoke to the board and public; asking to be moved up further in the agenda so as to not be stuck behind a longer agenda item.

The board discussed moving some of the agenda items to a separate meeting, to be added for next week.

Bacon discussed her feelings about the changes to the shellfish regulations. Stating that she has always stated that she would like to keep shellfish items in a separate meeting.

Merl spoke to the board about the dredging being delayed. He stated that over the last eight months these people have been attending many committee and board members. He read a letter from Diane Brunt, discussing dredging and how the town could still do the dredging.

Austin spoke to the board as a previous shellfish advisory board member stating that she is concerned about the regulations having this many changes.

II. Consent Agenda

- A. Approval of the Wellfleet Affordable housing Fall Tax bill Insert ~ Elaine McIlroy. (Approved by Town Collector)
- B. Approval of the Taxation Aid Committee Fall Tax Insert ~ Dawn Rickman (Approved by Town Collector)
Board Member Curley Moved; Board Member Bacon Seconded; and it was voted to approve the consent agenda as presented.
Roll Call Vote: 5-0
Board Member Curley Moved; Board Member Bacon Seconded; and it was voted to move the SPAT public hearing, and the SPAT Use of town property out of order in the agenda.
Roll Call Vote: 4-0-1 (DeVasto Recused)
- C. Wellfleet SPAT ~ dba: WOA ~ Tonya Felis, September 23, 2023 & November 4, 2023; 3pm – 7pm ~ Art & Oyster Crawl. (Participating Galleries): See Application for full details.
Board Member Bacon Moved; Board Member Curley Seconded; and it was voted to approve the use of areas in Wellfleet to Wellfleet Spat; for the Art & Oyster Crawl on September 23, 2023; & November 4, 2023; both dates from 3pm - 7pm. Roll Call Vote: 4-0-1 (DeVasto Recused)
- D. Wellfleet SPAT; Application received August 19, 2023, Use of town properties throughout Main Street, and other areas in Wellfleet; for Wellfleet Oysterfest 2023; October 12, 2023 – October 15, 2023
Brown spoke to the board and the public about the OysterFest being back on Main Street this year and stated that Sunday was resident day, and all residents were being admitted for free but still needed to get a ticket. She gave details about the fest and where parking and screens would be.
Board member Bacon Moved; Board Member Wolf Seconded; and it was voted to approve the use of town property to SPAT for various locations throughout Wellfleet as specified in the application for the dates of October 10, 2023, through October 17, 2023. Spat is to continue discussions with all department heads leading up to the event; for a fee of \$800. Roll Call Vote: 4-0-1 (DeVasto recused)
Chair Carboni opened the public hearing for the special one-day liquor license
- E. Application received August 21, 2023; two one-day alcohol license for Wellfleet Spat. September 23, 2023, 3pm-7pm Art and Oyster Crawl. Gallery Tours of Wellfleet November 4, 2023, 3pm – 7pm
Board Member Bacon questioned the sites for the raw bars during the art & oyster crawl.
Board Member Bacon Moved; Board Member Wolf Seconded; and it was voted to approve Wellfleet Spat's two one day alcohol licenses for September 23, 2023; 3pm-7pm and November 4, 2023; 3pm- 7pm for the Art and Oyster Crawl and Gallery Tours.

Roll Call Vote: 4-0-1 (DeVasto Recused)

Chair Carboni opened the public hearing for Oysterfest.

- F. Application received August 29, 2023; Special Alcohol License for Wellfleet Oysterfest; Saturday and Sunday October 13th & 14th, 2023.

Board Member Curley Moved; Board Member Bacon Seconded; and it was voted to approve the special liquor license for Wellfleet SPAT for October 13th – 15th for Wellfleet Oysterfest.

Roll Call Vote: 4-0-1 (DeVasto Recused)

III. ***Special Town Meeting***

- A. Review and to act on reducing the quorum requirement for the Special Town Meeting scheduled for September 18th, 2023, in consultation with the Town Moderator.

Silverman spoke to the board explaining that the covid restrictions for town meeting quorum are still in effect and he recommended that the board reduce the quorum. He continued reducing the quorum to 150 people. He gave the reasons why he feels this is a good number. Bacon stated that she is not comfortable with reducing the quorum to 150. She stated it sends the wrong message to the residents; she explained more people to attend town meeting. The board discussed the quorum.

Silverman explained the consequences of not having a quorum and putting it off. He stated he doesn't want town meeting to be held hostage to the people that want to be there and participate to those that do not.

Board Member Wolf Moved; Board Member DeVasto Seconded; and it was voted to adopt the moderator's proposal to reduce the special town meeting quorum to 150 people.

Roll Call Vote: 4-1-0 (Bacon voted NO)

- B. Motion Booklet Discussion, procedures for making and seconding motions
Silverman explained that there will be a motion booklet for the meeting, and if anyone wanted a handout in the booklet, it needed to be given to the administration no later than Thursday September 7, 2023. He explained that it would be going to be printed the following day.

The reading of the motions was discussed as a round robin.

- C. The provisions for childcare

Silverman spoke to the board and public that there would be childcare at the town meeting and that Suzanne Thomas was the person to get this together. He wanted to be sure she received the credit. HE explained there is a fillable form on the town's website. He explained that drop off would be from 5-6pm at the elementary school.

IV. ***Public Hearings***

Chair Carboni spoke to the board before she opened the hearing, she apologized for posting the regulations before going through them and then she explained she had asked town counsel to review and just make comments and changes on the corporations. It was agreed by the board that they would only take comments from the public pertaining to corporations.

The board discussed just discussing corporations tonight and not discussing any other changes or amendments.

A. Shellfish Proposed Regulation Amendments

Board Member DeVasto Recused himself from all shellfish discussions.

Corbo went over the beginning part of the changes, explaining where he made changes in the definitions. Once he finished Curley made comments on the definitions, he explained the issues he had with the definitions. The board discussed the changes under definitions. Curley stated that he had worded his definition of institutions easier to read than what was in front of the board. The definition of taxpayer was discussed. Curley stated he would prefer to use his definition. Chair Carboni discussed the taxpayer definition and her feeling on it, stating that the definition could impact other areas of the regulations.

Waldo read Curley's definition of taxpayer and his amendment to the definition. Civetta spoke to the board, speaking to the definition of taxpayer. She suggested that they follow what the beach department goes with so that they respect each other. Discussion on taxpayers continued for a while. Wilson spoke to the board regarding definitions. Speaking about renting and owners and taxpayers.

DeVasto spoke to the board as an individual not as a selectboard member. He read previous regulations that began in 1992.

Merl spoke to the board stating that there should be no corporations in the definitions.

Board Member Curley Moved; Board Member Wolf Seconded; and it was voted to amend the definition of taxpayer to read an individual or officers of a corporation or beneficiaries of trust that owns land in Wellfleet for which they are taxed by the town.

Roll Call Vote: 4-0-1

Corbo discussed the definition of taxpayer further with the board explaining the definition Curley read an individual or officer of a corporation or beneficiary would be qualified but explained that definition would leave out share holders of a corporation, trustees of a trust, and members of LLC's. He suggested that the board discuss this with other departments to make sure it is fair and equal across the board. Civetta spoke to the board stating she would discuss this with the beach director. Johnson asked the board to send these back to the Shellfish Advisory Board, so they can discuss and review them and make their own recommendations.

Board Member Curley Moved; Board Member Bacon Seconded; and it was voted to adopt the proposed definition of applicant as drafted.

Roll Call Vote: 4-0-1

Wilson spoke to the board, stating there is another type of applicant that she proposed to the board previously. Stating they should include her phrase as well.

Board Member Curley Moved; Chair Carboni Seconded; and it was voted to amend the definition of applicant to read, applicant, a person applying for a license or permit for the renewal of a license or permit or for the transfer of a license or permit or to appeal a determination made by the constable to the selectboard.

Roll Call Vote: 4-0-1

Chair Carboni questioned if Corbo was okay with that revised version, he had no issues. Civetta stated that permits are nontransferable, so she would state transfer of a license and strike the word permit.

Board Member Curley Moved; Chair Carboni Seconded; and it was voted to amend the definition of applicant to read, applicant, a person applying for a license or permit for the renewal of a license or permit or for the transfer of a license or to appeal a determination made by the constable to the selectboard.

Roll Call Vote: 4-0-1

Board Member Curley asked for the board to wait on the definition of institution. Chair Carboni agreed.

The board moved on to license holder which was the next amendment.

Chair Carboni read the definition as it was drafted by town counsel. Curley offered an amendment.

The board discussed Curley changes and Civetta agreed with Curley.

Board Member Curley Moved, Board Member Wolf Seconded; and it was voted to amend the license holder definition to read a natural person or a natural person holding a license issued by the selectboard under the provisions of chapter 130.

Roll Call Vote: 4-0-1

Town Counsel had no issues with this amendment.

The next amendment to be addressed was a new definition to the regulations; being, Natural Person or individual. The new definition was read by Chair Carboni. S then asked the board, the constable, and the public if there were any issues with this definition. Civetta stated that she spoke with the Division of Marine Fisheries, and they stated that when you are defining natural person you shouldn't use natural person as the definition, they suggested changing "Shall mean a natural person only to shall mean a human being only". The board discussed this definition. Wilson stated that in her research she came to a definition which read private person could be included in the definition. Corbo didn't disagree with using the words private person, he stated that it isn't used anywhere else in the regulations.

Board Member Wolf Moved; Board Member Bacon Seconded; and it was voted to approve the language to the amendment of person, natural person definition.

Roll Call Vote 4-0-1

The board moved on to the definition of Resident, Chair Carboni read the definition as amended by town counsel. The board discussed how domicile will be established. Wolf explained his issues with types of proof that a person is domiciled. Car registration was used as an example, as proof that shouldn't be used because a car can be registered in the town and the person can be domiciled in another town or state. Civetta explained to the board how she and her staff came to the decision of a permit holder is a domiciled resident. Corbo explained how he came to this definition. Wilson spoke to this definition. There were no other comments on this definition.

Board Member Curley moved; Board member Bacon Seconded; and it was voted to adopt the definition of resident as drafted by town counsel.

Roll Call Vote: 4-0-1

The board moved on to the definition of transferee. Chair Carboni read the definition with the language that was removed. She then asked about questions of comments from the board or the public. There were none.

Board member Wolf Moved; Board member Bacon Seconded, and it was voted to accept the language included in the shellfish policies and regulations as drafted by town counsel.

Roll Call Vote: 4-0-1

The next group of amendments that were discussed included these definitions in the regulations. 5.2.1 which was adding the language to specify natural person.

Board member Curley Moved, Board Member Bacon Seconded, and it was voted to adopt the amendment to section 5.2.1 as drafted by town counsel.

Roll Call Vote: 4-0-1

Attorney Corbo moved to section 6.1 adding the word natural to the regulation. There were no issues of comments with this change.

Civetta stated that the issue with 7.8.1 that the shellfish department has is the eligibility now says, "to get named to a shellfish grant license you must hold a commercial shellfish permit, she stated this means if someone didn't get their permit during the allotted time the person would need to obtain a hardship exemption, which she stated it doesn't fit the definition of hardship.

DeVasto stated that the board has never discussed the merits of this argument. He stated it was brought to the Shellfish Advisory Board in the middle of the summer which is the busiest season for shellfishermen. He continued to discuss with the board the language being discussed and having the public engage in this discussion. He spoke about the unlimited liability regarding the license. He gave his opinion on being able to have his business property. Wolf spoke to the board stating that he has photos of the company ARC working on a grant and this company is not a "mom & pop" business.

Merl spoke to the board refuting what DeVasto said about just discussing this issue during the summer months, he stated they have been discussing this since the middle of February.

Bacon stated that the board isn't moving fast on this decision stating they have gone to great effort to engage town counsel to add language and define this.

There was discussion among the board and public about DeVasto being able to speak on behalf of himself as an individual.

Section 7.2 was the next definition to be discussed. Attorney Corbo explained the change that he made. The manager of ARC came to speak to the board and explained ARC is not that type of company. He stated they have no "skin in the game".

Board Member Curley Moved; Chair Carboni seconded, and it was voted to refer 7.8.5 and 7.9 to the shellfish advisory board and the shellfish department for recommendations in terms of language and more.

Roll Call Vote: 4-0-1

This was the end of the amendments made to corporations. Attorney Corbo was thanked for his effort in this matter.

Civetta questioned 11.3 authority to revoke aquaculture license, she asked remove verses revoke. She asked the board for clarification and direction. Chair Carboni stated that maybe they should send 11.3 over to SAB to discuss remove verses revoke so they are able to clarify for them.

Board Member Bacon Moved; Board Member Wolf Seconded, and it was voted to accept the amended language of 7.2.

Roll Call Vote: 4-0-1

Wilson spoke to the board and public stating that none of the proposed amendments address the concern that has been heard repeatedly from the community. She stated that outside entities can be identified, she stated the selectboard shouldn't be telling the people how to run their businesses.

Merl spoke again, stating that holding a shellfish grant is a privilege.

Board Member Curley Moved; Board member Bacon Seconded, and it was voted to adopt the amendments to section 6.1.1 as drafted by town counsel.

Roll Call Vote: 4-0-1

The board moved on to the next section 7.5 adding the language natural person instead of individual.

Board Member Curley Moved; Board Member Wolf Seconded; and it was voted to adopt the amendment as drafted by town counsel to Section 7.1.5; conditions for the use of areas licensed for aquaculture.

Roll Call Vote: 4-0-1

7.8.1 – Eligibility requirements were discussed next, and Attorney Corbo explained his changes to this section which was adding some additional language. Board Member Curley asked to advance a separate motion to ask the shellfish department and the Shellfish advisory Board to evaluate different types of permits, (farm permits were used as an example).

Board Member Curley Moved; Board Member Wolf Seconded and it was voted to defer the definition of the term Institutions to the Shellfish Advisory Board.

Roll Call Vote: 4-0-1

Curley questioned Attorney Corbo asking to amend the commercial permit fee. He explained his reasoning to want to change the parentheses in this section. The board discussed the need to delete this wording.

Board Member Curley Moved Board Member Bacon Seconded, and it was voted to request the Shellfish Department and the Shellfish Advisory Board to evaluate different types of permits that might be used in place of a commercial shellfishing permit as an eligibility requirement for a commercial license.

Roll Call Vote: 4-0-1

Board Member Curley Moved; board Member Wolf Seconded; and it was voted to adopt the proposed amendments to section 7.8.1 as drafted by town counsel.

Roll Call Vote: 4-0-1

The above motion will be sent to the Shellfish Advisory board as a draft for comment.

Attorney Corbo moved to Section 7.8.8; he explained his changes and amendments.

Wilson had some more comments on this amended language. Board member Bacon stated she felt this language should be reviewed and commented on by the SAB.

Johnson spoke to the board about the projects be school related not corporation related. The board agreed. Civetta stated these permits are issued by DMF. Sayre spoke to the board about the SAB not wanting this in their regulations not being detailed and informative enough. Attorney Corbo stated that he knew this was a different license than other licenses but had no objection to 7.8.5 being referred to the SAB.

Board Member Wolf Moved; Board Member Bacon Seconded and it was voted to refer section 7.8.8 to the Shellfish Advisory Board for discussion, subject of aquaculture research and development and requirements and definitions.

Roll Call Vote: 4-0-1

Attorney Corbo moved on the definition 7.9 explaining natural persons. He explained the amendments that were made and the items that were stricken. Board Member Curley stated that in the second paragraph it stated licenses may transfer the rights and responsibilities assigned to their license to any other natural person or persons natural persons; stating that they can transfer it to a single person. There were no issues with Curley's change. DeVasto spoke to the board about liability insurance, he stated he is asking the town not to be able to prevent people from protecting themselves. He continued explaining his concerns and protecting the shellfishing community.

Attorney Corbo moved on to the other amendments made to Section 7.9. Curley stated he felt this section should also be deferred to SAB, explaining his reasoning. Alfred Pickard spoke to the board about having this language that has been drafted stay in the regulations.

DeVasto questioned do they now need to hire people who live in Wellfleet? Can there be partnerships with other grant holders? The discussion on the proposed language continued with many public comments and comments from the board.

Attorney Corbo moved on to 7.8.5 and he explained the amendments he made within this section. The board discussed the changes in this section at great length, The board decided that they would be referring this section to the SAB

as well so they can get a better community sense. Sirucek spoke to the board about the changes. Karen Johnson spoke to the board with Nathan Johnson stating that a lot of his employees are not domiciled residents. Wilson spoke again to the board about some of the changes in this paragraph. Bacon stated that most of the proposed changes from town counsel were approved and voted on tonight and that there wasn't a lot left.

Board Member Curley moved; Board Member Wolf Seconded; and it was voted to refer the definition of the term institutions for discussion to Shellfish Advisory board.

Roll Call Vote: 4-0-1

Board Member Curley Moved; Board Member Bacon Seconded; and it was voted to close the public hearing.

Roll Call Vote: 4-0-1

Public Hearing closed at 11:06pm

V. *Use of Town Property*

- A. Brain Friedman ~ Homerun Baseball Camp ~ Wellfleet Elementary School
Baseball Field ~ Tuesday-Thursday Summer of 2024, 8:30am-11:30am.

This was moved to the September 19, 2023

- B. Second Summer Cycle, LLC (Patrick Lentell) ~ Cape Cod Chamber of
Commerce; Parking Lot of White Crest Beach for water stop; September 17,
2023; 10:30am-3:00pm.

Board Member Curley Moved; Board Member Bacon Seconded; and it was voted to approve the use of White Crest Beach on September 17, 2023; from 10:30am-3:00pm for water stop to Second Summer Cycle, LLC (Patrick Lenten, applicant).

Roll Call Vote: 5-0

- C. Wellfleet Conservation trust ~ Dennis O'Connell ~ Mayo Beach Parking Area
for 2023 Coast Sweep ~ October 9, 2023; 9:30am – 12:00pm

Board Member Bacon Moved; Board Member Wolf Seconded; and it was voted to approve the use of Mayo Beach Parking Area to Wellfleet Conservation Trust on Monday October 9, 2023, from 9:30am to noon for the 2023 Coast Sweep.

Roll Call Vote: 5-0

VI. *Business*

- A. Vote to approve issuance of bonds ~ Rich Waldo & Lynne Welsh, Bon Counsel
Waldo gave a brief description of the documents that were in front of the board. He explained the need to issue bonds. He explained there are two series of bonds a tax exemption and a non-tax exempt. Welsh explained the issuance of the bonds and the importance of the selectboard's vote. She explained that there was a great deal of interest on these bonds, stating that this is a good financial move for the town.

Board Member DeVasto Moved; Board Member Wolf Seconded; and it was voted that the sale of the 9, 955,00 General Obligation Municipal

Purpose Loan of 2023 Bonds, Series A of the town dated September 12, 2023, (the "Series A Bonds"), to Piper Sandler & Co. at the price of \$10,573,139.94 and accrued interest is hereby approved and confirmed. The bonds shall be payable September 1 of the year's and in the principal amounts and bear interest at the respective rates (Full text in the attached documents).

Roll Call Vote: 5-0

Board Member Wolf Moved; Board Member DeVasto Seconded; and it was voted that the sale of the \$1,030,000 General Obligation Land Acquisition Bonds, Series B (Subject to Federal and Massachusetts Income Taxation) (Unlimited Tax) of the town dated September 12, 2023, (the "Series B Bonds" and together with the Series A Bonds, the "Bonds"), to Fidelity Capital Markets, a division of National Financial Services LLC at the price of \$1,065,468.85 and accrued interest is hereby approved and confirmed. The Bonds shall be payable on September 1 of the year's and in the principal amounts and bear interest at the respective rates. (Full text and interest breakdown attached).

Roll Call Vote: 5-0

B. Art Shacks on Mayo Beach ~ Kai Potter ~ Discussion with the board ~ **This was moved before Issuance of Bonds.**

Potter gave a presentation about having art shacks at Mayo Beach. He gave reasons why this would be good for the Wellfleet Art Community and residents. He gave the benefits of having these art shacks at Mayo Beach, siting revenue for the town and revenue for residents of the town. He gave details on cost to the town and possible revenue for the town. He stated it aligns with the values of the art community, stating they are a collection of people who have the desire to create and share things.

The board discussed the shacks. DeVasto stated he loves the idea, the only concern he has is with parking.

Board Member DeVasto Moved; Board Member Wolf Seconded; and it was voted to support the art shacks.

Roll Call Vote: 5-0

C. Habitat for Humanity Housing ~ Old King's Highway deed transfer ~ **Moved to after the art shacks.**

McIlroy spoke to the board asking them to act on the town meeting vote to transfer the deed to the housing authority. She explained the quick claim deed and explained that t

Board Member Curley Moved; Board Member Wolf Seconded; And it was voted to approve the deed transfer of Old King's Highway to the housing authority.

Roll Call Vote: 5-0

D. Town Planner Job Description - Special Town Meeting Handout ~ Rich Waldo

Chair Carboni spoke to the board, about the planner position, Bacon stated it needed to be simplified. The board discussed the need to a town planner and not making it a job description, rather than crafting a message as to why the town needs a planner not the job description. Board Member Curley had amendments. The board continued to discuss some amendments to the document but the consensus was to simplify it so the town knows why we need a town planner. Chair Carboni stated she does this for Truro and stated she would put together a narrative to be able to explain to the town why we need a town planner and the bandwidth a planner would give the town.

The board agreed that the rest of the agenda items would be moved to the meeting of September 19, 2023.

- E. Reorganization of the Health and Conservation Department ~ Rich Waldo
- F. Intermunicipal Agreement ~ Conflict of Interest Disclosure ~ KP Law Eastham/Wellfleet for budgetary Support
- G. Memorandum of Agreement w/ Town of Eastham for Budgetary Support.
- VII. **Selectboard Reports**
 - A. Prior Affiliations ~ Chair Barbara Carboni
 - B. Selectboard Goals FY2024 – Review and prioritize Town-wide goals.
- VIII. **Topics for Future Discussion**
- IX. **Town Administrator's Report**
 - A. Proposed Appointment of Assistant Town Administrator
- X. **Vacancy Reports**
- XI. **Minutes**
 - A. August 8, 2023
 - B. August 15, 2023
 - C. August 22, 2023
- XII. **Adjournment**

Board Member Bacon Moved; Board Member DeVasto Seconded; and it was voted to adjourn the meeting.

Roll Call Vote: 5-0

Meeting adjourned: 12:00am

Wellfleet Selectboard
Tuesday September 19, 2023; 7pm
Hybrid Meeting
Zoom/715 Old King's Highway
Meeting Minutes

Members Present: Barbara Carboni, Chair; John Wolf, vice Chair; Kathleen Bacon, Michael DeVasto, Ryan Curley

Others Present: Rich Waldo, Town Administrator; Rebekah Eldridge, Executive Assistant; Michael Turner, Police Lieutenant; Anthony Emmott, Police Officer; Jack Richards, Police Officer; Mary Beth Rodman, Wellfleet Elementary School Retired principal; Adam O'Shea, New Wellfleet Elementary School Principal; Nancy Vail, Town Assessor; Nancy Civetta, Shellfish Constable; Nancy Gralla, Applicant to be on the Recycling Committee; Donald Thimas, Applicant to be on the Planning Board; Kevin Sheehan, applicant to be on the Wellfleet Historical Commission; Elaine McIlroy, Wellfleet Housing Trust Member; Susan Reverby, Seasonal Residents of Wellfleet; Melissa Lowe, Massachusetts Audubon

Chair Carboni Called the meeting to order 7:05pm

I. *Announcements and Public Comments*

Note Public comments are limited to no more than two minutes per speaker. The Board will not deliberate or vote on any matter raised solely during Announcements & Public Comments.

Chair Carboni began, and thanked the residents, staff and moderator for a successful town meeting the previous night. She announced there would be a town election on Wednesday September 27, 2023; from 12pm to 7pm. She continued thanking Kathleen Bacon for her service to the selectboard.

Board Member Wolf gave a shout out to Christian Hilbig, where he is starting a group that will pick up trash along route 6. Wolf encouraged him and his partners to be active in the community.

Deputy Chief LaRocco spoke to the board stating he would like to give a brief update on the storm of the past weekend, he explained there were a few power outages, and urged the residents of the town to sign up for emergency calls, email, and text messages.

Clough spoke to the board thanking the members of the board that spoke against the nip bottle ban and stated that this needs to be a regionalized issue. He gave some statistics on trash pickup throughout Wellfleet, and stated the amount of trash has decreased over the last few years.

Sayre spoke to the board thanking everyone for their hard work on the town meeting and the storm. He stated that the election on the 27th and he would appreciate everyone's vote for him to be a member of the Selectboard.

Wolf thanked the Harbormaster and his staff for the storm preparation.

Brunt spoke to the board, thanking Suzanne Thomas for providing childcare at the town meeting. She spoke to the mitigation.

- II. ***Police Appointments*** ~ Lt. Turner & Deputy Chief LaRocco
Deputy Chief LaRocco spoke to the two officers that would be appointed tonight as full-time police officers. He spoke of the two officers that were appointed in May and one of the officers didn't complete her training so she wouldn't be an officer. He gave an update of retirements and notice of leaving the town. He turned over to Lt. Turner who introduced Emmott and Richards to the board and public. He gave information on both officers to the board.
 - A. Anthony C. Emmott ~ Full Time Police Officer
Board member Wolf Moved; Board Member DeVasto Seconded; and it was voted to approve the appointment of Mr. Anthony Emmott as a full-time police officer.
Roll Call Vote: 5-0
 - B. Jack A. Richards ~ Full Time Police Officer
Lt. Turner introduced Richards to the board and public, he gave some of Richards's background, and his schooling.
Board Member Bacon Moved; Board Member Wolf Seconded; and it was voted to approve the appointment of Jack Richards as a full-time police officer.
Roll Call Vote: 5-0
Deputy Chief LaRocco thanked the board for their appointments tonight. He also thanked Bacon for her service to the board.
- III. ***Wellfleet Elementary School ~ Staff ~ this was postponed.***
 - A. Recognition of Mary Beth Rodman for her many years of service to the town
 - B. Introduction of Adam O'Shea new principal of Wellfleet Elementary School
- IV. ***Public Hearings***
 - A. Classification Hearing; Tax Rate for Fiscal Year 2024 ~ Nancy Vail, Assessor
Chair Carboni opened the hearing for the classification hearing tax rate for Fiscal year 2024.
Vail spoke to the board giving them an update on the tax classification, and explaining the options on what they can vote. The board discussed the tax rate and the board's options.
Board Member Curley Moved; Board Member DeVasto Seconded; and it was voted to retain a single tax rate with the residential factor as a numeral one for fiscal 2024.
Roll Call Vote: 5-0
Vail moved onto the residential exemption for residents of Wellfleet. She stated it is solely based on domiciled residents and had nothing to do with income. She explained that the board voted for this in 2018. She gave the history of this exemption. She gave some explanation of increasing the tax rates for residential exemptions. The board had some questions for Vail asking about how the properties are assessed. Vail explained what the recap (recapitulation sheet) means, it is a synopsis of FY23 accounting and doing some projections for FY14 accounting. What the town has spent on new growth of what the town has done and where the town is going. There were questions regarding the exemptions. Vail gave information on the number of residents that receive the

exemption. Bacon spoke to raising the rate and her objection to it. The board continued this discussion for a while giving their opinion and discussing the town's needs. DeVasto stated he would like to see t rate move from 25% to 30% rather than 35%. The board agreed that an increase to 30% would be fair. Reverby spoke to the board as a seasonal resident, she asked for more data about who is renting and who isn't renting. Sayre spoke to the board asking them to follow through with this rate increase as the town's people have asked for this increase.

Chair Carboni gave her opinion on raising the rate to 35% but would be comfortable with 30%.

Board Member Curley Moved; Board Member Bacon Seconded; and it was voted to set the residential tax exemption to 30% for FY2024.

Roll Call Vote: 5-0

Vail moved on to the Open Space exemption, Curley stated there are several different ones and wanted to discuss all of them at once. Vail explained that the town has never adopted the Open Space or the small business exemption. She stated there might be only 2 businesses that they could. She recommended no action on both of them.

Board Member Curley Moved; Board Member Bacon Seconded; and it was voted to take no action on option 2 and option 3.

Roll Call Vote: 5-0

Board Member Curley Moved; Board Member Bacon Seconded; and it was voted to close the public hearing for the tax classification FY2024.

Roll call Vote: 5-0

- B.** Application for a special event liquor license: received September 6, 2023; Wellfleet Bay Wildlife Sanctuary, Mass Audubon; to hold "Flocktoberfest"; October 21, 2023, from 11:00am – 2:00pm

Lowe spoke to the board explaining what "Flocktoberfest" is and the event that will take place. Bacon asked if this was the first time, they were doing this. Lowe explained that they have done events before, but this would be the first time they are serving any sort of alcohol.

Board Member Curley Moved; Board Member Wolf Seconded; and it was voted to approve Mass Audubon for a one-day special event liquor license on October 21, 2023; from 11am to 2:00pm.

Roll Call Vote: 5-0

Board Member Curley Moved; Board Member Wolf Seconded; and it was voted to close the special event liquor license hearing.

Roll Call Vote: 5-0

- C.** Chair Carboni read the law associated with this public hearing; in accordance with Mass General Law Chapter 130 Sections 52, 57, 58, 60 and 62 and all applicable Town Shellfish Regulations, this is a public hearing to consider the following two shellfish grant transfers.

Application dated 9/6/2023; for the transfer of shellfish grant license #85-I consisting of one acre on Indian Neck from Randy Williams (Wellfleet MA) and Charter Williams (Wellfleet MA) to Randy Williams, Charter Williams and Nemanja Krsmanovic (Wellfleet MA).

Civetta spoke to this transfer correcting the record by stating that in her memo she wrote that she reviewed the state propagation permits, confirming that they were in good standing, she stated that both Nick and Randy have the propagation permits but Chad doesn't she stated it didn't matter but wanted the board to be aware. Krsmanovic spoke to the board thanking them for listening to him.

Board Member Curley Moved; Board Member Bacon Seconded; and it was voted to approve the transfer of shellfish grant license #85-I consisting of one acre on Indian Neck from Randy Williams (Wellfleet MA) and Charter Williams (Wellfleet MA) to Randy Williams, Charter Williams and Nemanja Krsmanovic (Wellfleet MA).

Roll Call Vote: 4-1-0 (DeVasto abstained)

- D. Application dated 8/28/2023 for the transfer of shellfish grant license #85-H consisting of one acre on Indian Neck from Shawn Rose (Wellfleet MA) to Shawn Rose and Nemanja Krsmanovic (Wellfleet MA).

Civetta spoke to the board stating that both men have been working together for a long time and they will now be sharing a grant.

Board member Wolf Moved; Board Member Curley Seconded; and it was voted to approve the transfer of shellfish grant license #85-H consisting of one acre on Indian Neck from Shawn Rose (Wellfleet MA) to Shawn Rose and Nemanja Krsmanovic (Wellfleet MA).

Roll Call Vote: 4-0-1 (DeVasto abstained).

V. ***Board/Committee Appointments and Updates***

- A. Nancy Gralla ~ Wellfleet Recycling Committee Alternate

Gralla came to the table to talk with the board about her appointment to the recycling committee. She introduced herself and discussed with the board her interest in being an alternate to the recycling committee. There were no questions for Gralla and the board thanked her for her willingness to serve the town.

Board member Curley Moved; Board Member Bacon Seconded; and it was voted to appoint Nancy Gralla as an alternate to the Wellfleet recycling Committee for a term of three years to end June 30, 2026; to be sworn in by the town clerk and follow all rules and regulations to be on a board or committee.

Roll Call Vote: 5-0

- B. Donald Thimas ~ Wellfleet Planning Board Voting Member

Thimas came to the table and explained to the board his interest in being a member of the Planning Board. He gave some of his background regarding the experience that he can give being on the planning board. The board had some questions for Thimas regarding housing, and his thoughts on affordable housing.

Board Member Curley Moved; Board Member Wolf Seconded; and it was voted to appoint Donald Thimas as a voting member to the Wellfleet Planning Board for a term of 3 years to end on June 30, 2026; to be sworn in by the town clerk and follow all rules and regulations to be a board or committee member.

Roll call Vote: 5-0

- C. Kevin Sheehan ~ Wellfleet Historical Commission Voting Member
The board moved on to the next appointment. Sheehan wasn't on the meeting, but the board agreed that they could move on with appointing him as a member.
Board Member Curley Moved; Board Member DeVasto seconded, and it was voted to approve the appointment of Kevin Sheehan to the Wellfleet Historical Commission, for a term of 3 years to end June 30, 2026, to be sworn in by the town clerk, and to follow all rules and regulations to be on a town board or committee.
Roll Call Vote: 5-0

VI. ***Licenses***

- A. Winslow's Tavern ~ approval of extension of alcohol license until January 1, 2024
Bacon Stated having another restaurant stay open for a little bit longer and stated that last year they were opened later, and it helped the residents stay involved. DeVasto stated he had some concerns about allowing some of the businesses to stay open, not considering the year-round businesses.
Board Member Curley Moved; Board Member Bacon Seconded; and it was voted to approve the extension of Winslow's Tavern alcohol license to December 31, 2023.
Roll Call Vote: 5-0

VII. ***Proposed Appointment of Assistant Town Administrator***

- A. Town Administrator ~ Rich Waldo
Waldo spoke to the board about Silvio Genoa, who was the end candidate for Assistant Town Administrator. Waldo gave some of Genoa's background and stated that all the applicants were great, but genoa was the most qualified for this position. He was able to answer difficult questions during his interview. The board discussed this appointment and the need for this position to be filled.
Board Member Curley Moved; Board Member Bacon Seconded, and it was voted to support the recommendation to enter into a contract Genoa to serve the Town of Wellfleet as the Assistant Town Administrator.
Roll Call Vote: 5-0
Sayre spoke to the board about Genoa's ability to last more than 2-3 years. Waldo explained that those were questions that were asked of him during the interview.

VIII. ***Business***

- A. 90 Freeman Ave, transfer of deed to the Wellfleet Housing trust ~ Elaine Mellroy
The board moved on to this agenda item. DeVasto spoke to the board about this item, explaining that this deed needs to be transferred to the hosing authority. The board discussed if they were allowed to vote on it because it is listed incorrectly on the agenda and in the motion. Eldridge explained that this was her mistake. The board took no action on this item because it was listed as the housing trust not the housing authority.
No Action Taken

- B.** Reorganization of the Health and Conservation Department ~ Rich Waldo
Waldo explained the need to split this job description, stating that the previous health and conservation agent was able to fulfill those roles perfectly but now it is hard to get one person in to do both. He said the administration has received applications where some of the applicants are strong in the area of health and others in conservation. He continued discussing splitting the two job descriptions the town has a conservation agent and a health agent. HE explained why he is coming to the board to get this information to them and the need for him to split. There will be no change in staffing numbers just moving the staff around.

A few of the board members agreed that this position should be split. They discussed the split and the details regarding it. The workload for this position was discussed. Cross Training was discussed. Curley had a few points to the job descriptions and stated what they were.

Board Member Bacon Moved; Board Member Seconded; and it was voted to approve the reorganization of the Wellfleet Health and Conservation Department as explained by the town administrator at tonight's meeting. Roll Call Vote: 4-0-1 (Curley Abstained)

- C.** Intermunicipal Agreement ~ Consent for dual representation ~ KP Law Eastham/Wellfleet for budgetary Support
Chair Carboni spoke to this and stated the board needs to consent to the dual recommendation.
Board Member Curley Moved; Board Member Seconded; and it was voted to consent to the dual representation of Wellfleet and Eastham with respect to the MOA notwithstanding the fact that KP Law also serves as town counsel to Eastham and to authorize the board chair or the town Administrator to sign on the board's behalf the enclosed determination the roles of professional conduct. Roll Call Vote: 5-0

Board Member Curley Moved; Board Member DeVasto Seconded and it was voted to take item D out of order. Roll Call Vote: 5-0

- D.** Memorandum of Agreement w/ Town of Eastham for Budgetary Support
Chair Carboni took the above two agenda items together as it discusses dual representation for the town of Eastham and Wellfleet from KP Law. Waldo explained what he was looking to do with the town of Eastham, he stated the intent with this agreement is to bring in the Town of Eastham's financial Director to help the town of Wellfleet understand the budgetary process for the upcoming fiscal year, he stated that this could be the beginning of regionalization for Wellfleet and Eastham for a financial Director. There was discussion to move item out of order. Curley stated his concerns with going over budget. Waldo explained that there are monthly expense and revenue reports that come out to the administration, which they are reviewing on a regular basis, so they don't go over budget. The board discussed having

assistance from Eastham and ultimately agreed this was a great thing for Wellfleet.

Board Member DeVasto Moved; Board Member Wolf Seconded; and it was voted to authorize the town administrator to enter into the agreement with the Town of Eastham and the town of Wellfleet subject to the review of town counsel.

Roll Call Vote: 5-0

IX. *Selectboard Reports*

A. Prior Affiliations ~ Chair Barbara Carboni

Chair Carboni read her statement to the board regarding her affiliation with KP Law that she was accused of. She addressed the allegations in this letter.

The board members thanked Chair Carboni for her letter.

B. Selectboard Goals FY2024 – Review and prioritize Town-wide goals.

Board Member Curley spoke to the board stating that the goals needed to be addressed. Chair Curley asked Waldo how many goals were set for him from the board, Waldo responded there were 10 specific goals set forth by the board for him and they were whittled down. Chair Carboni discussed working meetings, asking the board to consider this in the future. The board discussed the option for working meetings. It was put off until after the town's election when a new board member would be voted in.

X. *Town Administrator's Report*

Waldo gave a brief update on his written report. He explained the new hire Summer Fulcher, he stated she is picking up the workload quickly. He informed the board that they have a part time building commissioner, Angelo, and will be working part time with Victor Staley. He explained that there is an interim health agent Gary Locke who has been a member of the board of health for many years. He stated he has the career that gives him a leg up and has a great working relationship with Hillary. He informed the board that he will be attending a training in Texas as part of his continuing education for the town. Curley asked if in the future there Herring River updates in the Town Administrator's report could be.

XI. *Topics for Future Discussion*

- Wolf stated he would like to bring the new superintendent for the National Seashore once there is a person hired to discuss fires on the seashore. Chair Carboni requested Waldo to write a letter to the Seashore with regard to coming before the board to discuss fire management at the seashore and the surrounding areas.
- Curley requested a letter be sent regarding the seashore advisory council, he stated it was reinstated and the board would like to know when the appointments will be made. The board asked Curley to draft the letter. He agreed.
- Curley brought up the ice machine at the marina, who would be in charge of the machine, where would it be placed. Is there grant funding for the machine.
- Revisit the pesticide policy.
- Chair Carboni spoke about some complaints that she has received about board members and other towns committee members. She would like to

have a discussion on how to handle these complaints. The code of conduct was discussed.

XII. *Vacancy Reports*

A. Please see the Selectboard Packet for the full list of vacancies

XIII. *Minutes*

A. August 8, 2023, ~ **Board member Curley Moved; Board Member Bacon Seconded; and it was voted to approve the meeting minutes of August 8, 2023, as amended.**

Roll Call Vote: 5-0

B. August 15, 2023, ~ **Board Member Bacon Moved; Board Member Wolf Seconded, and it was voted to approve the meeting minutes of August 15, 2023, as amended.**

Roll Call Vote: 5-0

C. August 22, 2023, ~ **Board Member Bacon Moved, Board Member Wolf Seconded; and it was voted to approve the meeting minutes of August 22, 2023, as amended.**

Roll Call Vote: 5-0

D. September 5, 2023, ~ **These minutes were moved to the October 3, 2023, meeting. NO ACTION WAS TAKEN**

XIV. *Adjournment*

Board Member Bacon Moved; Board Member Wolf Seconded, and it was voted to adjourn the meeting.

Roll Call Vote: 5-0

Meeting Adjourned: 10:20pm

Public Documents:

Police Officer Appointment Papers for Anthony Emmott and Jack Reynolds

Certificate of thanks and recognition for Mary Beth Rodman

Documents for the tax classification hearing

Application for a special event liquor license from Mass Audubon

Application for two shellfish grant transfers

Board and Committee Applications received from Nancy Gralla, Donald Thimas, and Kevin Sheehan

Letter from Winslow's Tavern to stay open until December 31, 2023

Cover letter of from Silvio Genoa

Deed transfer paperwork for 90 Freeman Ave.

Paperwork to reorganize the health and conservation department.

Intermunicipal agreement for budgetary support with the town of Eastham

Minutes of 8-8-2023, 8-15-2023, 8-22-2023, and 9-5-2023



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: October 3, 2023

XI

ADJOURNMENT

REQUESTED BY:	Selectboard Chair Barbara Carboni
DESIRED ACTION:	To Adjourn the meeting
PROPOSED MOTION:	I move to adjourn
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____