

Wellfleet Selectboard

Note: Start Time of 7pm

The Wellfleet Selectboard will hold a public meeting on **October 4, 2022, at 7:00 p.m.** Under Chapter 107 of the Acts of 2022, 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 to +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 to recognized to speak. If attending a meeting in person, please find the closest available microphone and confine any personal conversations to outside 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 www.wellfleet-ma.gov

I. Announcements, Open Session and Public Comments

<u>Note</u>: 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.** Full time Police Officer Appointment, Brandon Todd ~ Chief Hurley/Lt. LaRocco
- **B.** Town Seal to be allowed by the Selectboard for the Energy and Climate Action Committee for their Electric Car Show.
- C. Acceptance of the Coastal Resilience Grant Program ~ Hillary Greenberg-Lemos
- **D.** Ambulance Purchase ~ Chief Pauley

III. Licenses

- **A.** Fox & Crow ~ Trudy Vermehren ~ Weekday Entertainment
- **B.** Fox Crow ~ Trudy Vermehren ~ Sunday Entertainment.

IV. Business

- A. Gull Pond Stairs ~ Jane Franke
- **B.** Cannabis Community Host Agreements ~ Chair Curley
- **C.** Zoning Bylaw Amendment, Food Establishments and Developments of Significant Planning Interest ~ Chair Curley
- **D.** Zoning Bylaw Amendment, Zoning Enforcement Penalty ~ Chair Curley
- **E.** Zoning Bylaw Amendment, Cutting of Timber within the NSP ~ Chair Curley
- F. Zoning Bylaw Amendment, Landscape and Tree Preservation ~ Chair Curley
- **G.** Zoning Bylaw Amendment, Locally Notable Trees ~ Chair Curley
- H. Environmental Betterment Fund
- I. Capital Planning Committee ~ Member Carboni
- J. Lower Cape TV Bylaws
- V. New Business
- VI. Selectboard Reports
- VII. Town Administrator's Report
- VIII. Topics for Future Discussion
- IX. Vacancy Reports
- X. Minutes
 - **A.** September 27, 2022
- XI. Adjournment



SELECTBOARD

AGENDA ACTION REQUEST Meeting Date: October 4, 2022



ANNOUNCEMENTS, OPEN SESSION, AND PUBLIC COMMENTS

REQUESTED BY:	Wellfleet Selectboard
DESIRED ACTION:	Announcements to the board and public
PROPOSED	NOTE: Public comments must be brief. The Board will not
MOTION:	deliberate or vote on any matter raised solely during Announcements & Public Comments.
SUMMARY:	
ACTION TAKEN:	Moved By: Seconded By: Condition(s):
VOTED:	Yea Abstain



SELECTBOARD

AGENDA ACTION REQUEST Meeting Date: October 4, 2022



CONSENT AGENDA

Various Parties
To approve the following without objection
 I move to approve the following items with no objection: The appointment of full-time police officer Brandon H. Todd I move to authorize the use of the Town's letterhead and seal by the Energy and Climate Change Action Committee for the purpose of an electric car show Acceptance of the Coastal Resilience Grant Program Approval of ambulance Purchase

Town of Wellfleet Police Department

September 29, 2022

To: Select Board

From: Chief Michael P. Hurley

Subject: FULL TIME POLICE OFFICER APPOINTMENT

I request Brandon H. Todd be appointed as a Full Time Police Officer subject to the successful acceptance and subsequent completion of the Massachusetts Police Training Council Academy. Mr. Todd will be filling the second of our two positions approved at the June 2022 Town meeting, the academy is scheduled to begin November 28, 2022 with a graduation date of May 8, 2023

Brandon H. Todd:

Physical Complete/Passed
Physical Agility Test In Progress
Police Academy Application In Progress
Background Check In Progress
Psychological Evaluation Complete/Passed

I recommend that Mr. Todd be appointed as above and that a conditional offer of employment be extended as follows:

- · Pass a background investigation
- Pass a psychological
- Pass a physical
- Pass the Physical Agility Test (PAT test)
- Obtain or be able to obtain a MA license to carry a firearms permit (Class A)
- Complete the Full Time Police Academy
- Satisfactorily complete the Field Training program

Respectfully submitted for your information and consideration.

Michael P. Hurley Chief of Police

Chief Matur

ce: Richard Waldo, Town Administrator

WELLFLEET POLICE DEPARTMENT SUMMARY SHEET OF APPLICANT'S INFORMATION

qqA	licant'	s Name:	Todd		Brandon			<u> </u>
		8	(Last)		(First)		(1	Middle)
The fapplic	cation p	g informationacket. The	on is a su entire ar	mmary of in	available fo	r your revi	part of a ew if you	10-page so
			I	PERSONA	L HISTORY	<u> </u>		
	Addres		er & Street) Cotuit		MA (State)		02635 (Zip)	
		(4.3)		I EDUC	ATION			
		School N	ame, Addres Number	s and Phone	Graduated Yes/No	Number of Years Attended	Degree	Major
High	School	Barnstable I Main Street Hyannis, Ma	•	ol .	Yes	4	Diploma	
Underg	graduate	Salve Regin Point Ave Newport, RI		У	Yes	4	Bachelor	Administration of Justice
Gra	duate							
Of	ther							
b.	_	ou attended o		iding a Reserv	e Police Acad	lemy? Yes []No[XX]	If yes,
C.	Have y	ou attended	or are atter	nding a Full Tin	ne Police Aca	demy? Yes	[]No[XX] If yes,
	give de	etails to includ	le completi	on date:				
d.	Do you	u have a Fire	st Respon	der certificate	? Yes [] No	[XX]Exp.	Date:	
e.	Do yo	u have a CP	R certifica	te? Yes [] N	o [XX] Exp. [)ate:		

- f. List any special abilities, interests, sports, or hobbies along with degrees of proficiency:

 Weightlifting- Proficient, Running -Proficient
- g. List any special equipment or computer systems with which you have experience.

 I have a lot of experience with windows systems, along with a good amount of experience with all different types of technology including laptops, desktops, and cell phones.

III EMPLOYMENT HISTORY

Dat	es		Rates	of Pay	
From Mo./Yr.	To Mo./Yr.	Name, Address and Telephone of Employment	Start	Finish	Supervisor's Name and Title
05/2019	Current	Artistic Grounds 381 Old Falmouth Rd, Unit 1 Marstons Mills, Ma 02648 Landscape Foreman			Dustin Wolfe Owner

Reason for Leaving:

Current Job, worked for company during summers, while attending college.

D	ates		Rates	of Pay	
From Mo./Yr.	To Mo./Yr.	Name, Address and Telephone of Employment	Start	Finish	Supervisor's Name and Title
06/2019	08/2019	Rite Solutions 1 Corporate Place 2 nd floor Middletown, RI 02842 IT Help Desk			Dan Raposo, VP Infrastructure and Standards

Internship while in college

Da	tes		Rates	of Pay	
From Mo./Yr.	To Mo./Yr.	Name, Address and Telephone of Employment	Start	Finish	Supervisor's Name and Title
12/2015	08/2018	Ryan Family Amusements 116 Waterhouse Rd Bourne Ma, 02532 Assistant Manager			Rob Nicholos President

Reason for Leaving:

High School Job, once I started College, I only worked summers at new job.

b.	Have you ever been disciplined or forced to resign because of misconduct or	
	unsatisfactory employment? Yes [] No [XX] If yes, give details:	
C.	Are you eligible for rehire with each of your former employers? Yes [XX] No [_]
	no, please explain:	

Rebekah Eldridge

From:

Dick Elkin <dickelkin@gmail.com>

Sent:

Thursday, September 29, 2022 7:26 PM

To:

Board of Selectmen

Subject:

Energy matters

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,

The Wellfleet Energy and Climate Action Committee has had a goal to hold an electric car show featuring test drives to residents. Steve Tupper, the Cape Cod Commission's deputy director and transportation expert, alerted me to Recharge Massachusetts (https://www.recharge-massachusetts.org). This organization held a successful show at the Hyannis Airport three years ago, pre-Covid. The show will be repeated next spring. Steve also suggested that in conjunction with Recharge Massachusetts we hold a second show on the Outer Cape during the summer when we can also reach non-residents. The committee will be working on this possibility. The Truro Climate Action committee has expressed interest in working with us.

I would like to request the SelectBoard support the effort and authorize the use of the town seal in the list of participating entities.

I have signed up as an individual to participate in the Recharge Massachusetts organization, and I anticipate the Wellfleet Energy and Climate Action Committee will also vote to support the effort.

Other participants include the Cape Cod Commission, Mass Audubon and Woods Hole Oceanographic Institution, cities and towns including Boston, Melrose, Lexington, universities including Brandeis, Bridgewater, WPI, Tufts, Harvard, UMass Amherst, UMass Boston, companies including Eversource, and National Grid, and many other organizations.

As a second item, electric rates are already at an all-time high and will be going even higher when the new rates are published for January – June 2023. National Grid filed new rates for Massachusetts customers that show the bill for a typical customer will increase 64 percent. CLC and Eversource are also expected to have higher electric rates but have not filed their rates yet.

Maggie Downey, Administrator of the Cape Light Compact, is briefing SelectBoards around the Cape on the causes and consequences of these upcoming rates and programs available for low income customers.

If the Wellfleet Selectboard is interested in such a discussion, please let Maggie and me know.

Regards,

Dick Elbin

Chair, Wellfleet Energy and Climate Action Committee

Wellfleet Representative, Cape Light Compact

COASTAL RESILIENCE GRANT PROGRAM FY23 RFR ENV 23 CZM 02

Applicant: Town of Wellfleet

Address: Department of Public Works Building. 220 W. Main Street, Wellfleet, MA 02667

Project manager:

Name: Hillary Lemos

Department: Health/Conservation Department

Email: Hillary.Lemos@wellfleet-ma.gov

Phone: (508) 349-0308

Type of resilience project: Proactive Planning, Redesigns and Retrofits (Planning, Feasibility

Assessment, and Siting)

Project title: Increasing Coastal Resiliency Through Intermunicipal Shoreline Management: Phase 3

Total project cost: \$598,609.60

Match amount (include percentage of total project cost): \$52,429.60 (8.8%)

Grant amount requested: \$546,180

Project summary

The proposed two-year project continues efforts of a multi-phase project initiated in 2019 with funding from CZM's Coastal Resilience Grant Program with the towns of Provincetown, Truro, Wellfleet, and Eastham to pursue a regional approach to shoreline management for Eastern Cape Cod Bay. Phase 1 established a Memorandum of Agreement (MOA) to pursue responsible stewardship along this shoreline and identified recommendations that would further the development of a science-based shoreline management framework grounded in consistent, uniform management strategies and principles that maximize and sustain the coastal resiliency of Eastern Cape Cod Bay. Phase 2 of this project completed work recommended at the conclusion of Phase 1 including the development of regional datasets, in the form of a management geodatabase, designed to support coastal managers in the interpretation of scientific data as it relates to shoreline management; the development of uniform management principles and policies, standard application and plan requirements, and uniform standard approval conditions; recommendations for a regional sand banking system; and an inventory of low-lying roads. The recommendations discussed in the Phase 2 report form the basis for the scope of this two-year proposal to pursue the development of a regional sand management program, develop a public intermunicipal shoreline management data portal, and finalize conceptual design solutions for four low-lying roads.

1. Coastal Hazards Management

As demonstrated by recent storms in 2015 and 2018, Provincetown, Truro, Wellfleet, and Eastham are particularly vulnerable to major coastal erosion and flooding associated with storms. Until recently, responses to flooding events by the four Outer Cape towns have been largely reactive, consisting of short-term road closures, sand bagging, and temporary relocation of key infrastructure until flood waters recede. All four towns have now mapped storm tide pathways and identified low-lying roads and potential flood impacts to roadways through past CZM Resiliency and Massachusetts Seaport Economic Council Grants. Additionally, in response to these and other coastal hazards, the towns coordinated their shoreline management efforts for Cape Cod Bay in 2019 (Phase 1 of this grant) by pursuing a proactive science-based approach to regional shoreline management based on consistent, uniform management principles. The proposed project continues these efforts.

2. Climate Adaptation

As coastal communities with common shorelines and low-lying areas located on Cape Cod Bay, all four towns have directly experienced the effects of climate change in the form of more powerful northeast coastal storms with higher storm surges (e.g., 2015 and 2018), record storm tides, significant flooding of public and private roadways and residential and commercial structures, increased frequency of upland tidal flooding damage to coastal infrastructure, and overburdened stormwater management systems.

Recognizing that the drivers of coastal change do not follow political boundaries the four towns obtained funding in 2019 through CZM's Coastal Resilience Grant Program to begin the process of capitalizing on the benefits of a regional approach to shoreline management. As evidenced by their Phase 1 MOA, a critical component of their plan to increase the long-term resiliency of their shared shoreline is the continued agreement to act together as a regional unit in promoting uniform shoreline management strategies. This Phase 3 proposal builds on the current progress these towns have achieved and incorporates many of the recommendations developed in Phase 2.

MVP Activities

- In 2016 Wellfleet and Truro completed Hazard Mitigation Plans.
- In 2019 Provincetown, Wellfleet, Truro, and Eastham were designated as MVP communities.
- In 2019 Eastham developed a Beach Management Plan.
- In 2020 Eastham was awarded a Coastal Resiliency Grant to conduct a Vulnerability Assessment of four low-lying roadways, approved a Harbor and Waterways Management Plan, and updated their Hazard Mitigation Plan.
- In 2021 Wellfleet and Truro partnered for an MVP Action Grant "Regional Low-lying Road Assessment and Feasibility," coordinated by the Cape Cod Commission.
- In 2021 Provincetown was awarded an MVP Action Grant to mitigate chronic flooding along Ryder and Braford Streets. In 2021 the town also completed the 5-year update of their Hazard Mitigation Plan, worked with Tufts University's Urban and Environmental Policy and Planning Team to complete "Coastal Resiliency: Climate Adaption Planning for Provincetown's Historic District", and at town meeting approved the taking of easements necessary to construct the Ryder Street Dune Enhancement project. The Town is currently pursuing grant funding for modifications to the Long Point Dike, updating its Local Comprehensive Plan and has developed a Comprehensive Emergency Management Plan.
- In 2022 the Wellfleet Conservation Commission finalized a proposed climate adaptation by-law and has completed a draft version of new wetland regulations for climate adaptations.

- Wellfleet is currently working on a Targeted Watershed Management Plan (TWMP), revisions to the Board of Health's wastewater regulations and a water shed permit; and is working jointly with Truro on advancing salt marsh restoration projects for Herring River, Eagle Neck Creek, and East Harbor.
- Truro has recently approved a revision to their wastewater regulations.

3. Need for Assistance

As one of the first attempts in the Commonwealth to manage shorelines regionally, there are significant obstacles for these types of projects. Often persuading residents to relinquish perceived or real autonomy required for successful regional efforts can be a daunting task. Small municipalities often lack the resources and funding to formulate and carry out detailed, science-based, multijurisdictional management efforts. Recognizing the extraordinary demands imposed on local funding by the continuing pandemic, funding for this important ongoing project may be increasingly difficult to secure, despite its demonstrated successes. For these reasons, the CZM Coastal Resilience grant program offers the most effective avenue (technically and financially) for continuing to implement this unique regional approach that will increase and sustain coastal resiliency along the shorelines of the four partnering towns. In addition, the project will overlap with 4 income-related environmental justice neighborhoods in Provincetown and Eastham (Figure 1) further highlighting the significance of grant funds for this project.

4. Project Description

The Intermunicipal Shoreline Management approach is organized around the concept of littoral cells, natural coastal compartments that contain a complete cycle of sedimentation including sources, transport paths, and sinks. Since littoral cell boundaries do not align with municipal boundaries and frequently encompass multiple towns, their use for a regional shoreline management approach is more effective in terms of increasing coastal resilience management strategies. Basing shoreline management decisions partly on where a project is located within a littoral cell was explored in Phase 2 with the development of general management cells. This concept will be built upon in greater detail in Phase 3 through the development of provisions to implement a *Regional Sand Management Program* that maximizes the towns' ability to work with the natural processes and drivers of coastal change for regional sediment management and beach nourishment activities.

An inherent concept of this shoreline management approach has been the development and use of science-based regional data to support coastal managers in proactive planning and decision-making processes. The proposed project will also create an intermunicipal management tool, hosted on a public web platform, allowing access and use to town staff and the public alike, facilitating the ability to easily acquire and distribute final deliverables from all phases of this project while also sharing the project narrative and fostering open collaboration between the town partnership and other organizations. Additionally, four low-lying roads identified in Phase 2 of this project will be addressed through the development of final concept design plans, suitable to begin permitting.

The recommendations discussed in the Phase 2 report, the result of many project team meetings, listening sessions with town staff, and meetings with CZM regional and technical staff form the basis for this two-year proposal. Individual tasks that make up the scope of work are described below. As reflected in the budget spreadsheets and project timeline, they are divided into sub-tasks to accommodate the complexities of a multi-year, nonlinear project. Specific recommendations for Phase 3 tasks are based on the following technical memorandums and report produced as Phase 2 deliverables:

- Regional Sand Banking System: Draft Work Plan & Demand Analysis Results
- Recommendations for Maximizing Local Manager Use of the Intermunicipal Shoreline Management Geodatabase
- Findings and Recommendations for a Regional Sand Banking System
- Low-Lying Road Assessment: Eastham, Wellfleet, Truro, Provincetown. Sustainable Solutions, Inc.

Task 1: Regional Sediment Management Program

Recommendations for pursuing a regional sand banking program were developed in Phase 2 of this project. A major conclusion, however, recognized that focusing solely on extending the life of upland sand supplies was only one component of an effective shoreline management strategy. Currently, approximately 35,000 cubic yards of sand are placed along the shared four-town shoreline each year to satisfy annual nourishment requirements. This amount could increase to 55,000 cubic yards based on estimates of potential future nourishment requirements. As towns face the increasing challenges of managing developed shorelines in the face of rising sea levels and climate change, more complementary, science-based strategies that maximize effective use of available sand supplies are required. These strategies can be achieved most effectively through the development and implementation of a comprehensive sediment management program grounded in management policy goals that reflect the importance of sand to the long-term health and resiliency of the nearshore environment. A strategic framework that focuses initially on pursuing a regional sand management program that can be implemented by the towns individually in the context of regional sediment management principles and policies will be pursued under this task.

Sub-Task 1.1: Memorandum of Agreement (MOA) Amendment Formalizing Support for a Regional Approach to Sand Management

Recognizing the importance of sand to the long-term resilience and sustainability of the Cape Cod Bay shoreline, this sub-task will amend the operating MOA signed by the Select Boards of each town during Phase 1 to encourage an aggressive approach to regional sediment management. Specifically, this task will develop an amendment to the MOA, for town counsel review and Select Board endorsement, supporting project team efforts to develop strategies for the implementation of regional sand management strategies and programs using the authority of existing town departments and boards.

Sub-Task 1.2: Increasing the Effectiveness and Efficiency of Parcel-by-Parcel, Annual Beach Nourishment Programs

Beach nourishment along the four-town Cape Cod Bay shoreline is typically performed annually on a parcel-by-parcel basis as partial mitigation for potential impacts associated with projects requiring approval under the state wetland regulations (310 CMR 10.00) and local wetland bylaws. To maximize the effectiveness of a regional shoreline nourishment strategy, this sub-task will explore an alternative to parcel-by-parcel nourishment using datasets developed in Phase 2 with a regional, science-based approach that promotes optimum placement of material within a littoral cell. This approach will focus on proactive shoreline management by:

- Identifying potential public nourishment sites that could more effectively achieve nourishment goals based on their location within a littoral cell.
- Using previously established management cells to identify potential conflicts with current activities.
- Researching the status of active permits and identifying required permits necessary to implement a comprehensive littoral cell-based nourishment program at the identified sites.

- Developing an administrative approach for each town to oversee and enforce nourishment requirements attendant to a littoral cell-based approach.
- Developing a hosted feature layer for the proposed Intermunicipal Shoreline Management Data Portal (see Task 2) describing the proposed littoral cell nourishment approach for use by town managers and boards.

Working with the project team, a technical memorandum will be prepared that describes recommendations for the implementation and administration of the alternative program for presentation to each Conservation Commission and interested town boards by appropriate team members.

Sub-Task 1.3: Regional Sand Banking Program

As set forth in the Phase 2 technical memorandum summarizing findings and recommendations, a sand banking program framed around the concept of recycling a nonrenewable resource should be one component of a broader strategy to develop a comprehensive sediment management plan. Working with members of the project team and DPW's from the four towns as a working group, this sub-task will focus on developing administrative and technical program provisions that can be implemented by the individual towns in the context of agreed upon regional sand banking management principles and policies.

The following work plan is envisioned:

- Updating the current four-towns' management principle(s)/policy(s) to acknowledge and support the following concepts: the importance of sediment to the nearshore environment; the nonrenewable nature of sand resources; the need to nourish shorelines to offset land use impacts; the increasing demand for sand; and the benefits associated with proactive stewardship management approaches.
- Attending quarterly meetings with a working group established by the project team and, if possible, consisting of DPW Directors, town counsel, or chairs of local boards and committees or the designees, as they are available, to help formalize the sand banking approach.
- Preparation of a technical memorandum, suitable for presentation by appropriate team members to town administrators and town staff summarizing a proposed regional sand banking program that includes the following:
 - Identifying federal (CCNS), state and local approvals and permits necessary to utilize public property for stockpiling site(s)
 - o Developing draft stockpiling, sediment screening, and storage standards
 - Developing draft minimum criteria for suitable nourishment material (e.g., grain size guidance)
 - Developing an initial framework for administering a sand banking program within a broader regional sand management program

Sub-Task 1.4: Maximizing Use of Existing Regulatory Authorities to Implement a Regional Sand Management Program

All phases of this grant have focused on identifying similarities in local management approaches. As a result, the project team has developed a set of common management principles and policies; standard application and plan requirements; and standard project approval conditions that can be applied regionally and implemented with minimal bureaucratic action. This sub-task will continue this approach through the development of specific recommendations for a regional sand management program that can be implemented through existing state and local regulatory authorities.

As presently envisioned, work will focus on developing strategies relying on the existing authority of the Wetlands regulations (310 CMR 10.00) and local wetland bylaws to further the goals of a regional sand management program. Specifically, this strategy would be based on the principle that all shoreline related projects within Conservation Commission jurisdiction (specifically, within 100 feet of a coastal wetland area), be required to use any excess, suitable sand as partial mitigation for potential impacts to coastal beaches, coastal dunes, coastal banks, or salt marshes. Regional standard conditions will also be expanded to include conditions that excess suitable material from projects located in the nearshore (e.g., dredged materials) be used for beach nourishment or stockpiled for future shoreline nourishment needs, to the maximum extent possible.

The project team, after town counsel review, will summarize recommendations for strategies and implementation approaches with town counsel review. These recommendations will be suitable for presentation to the Conservation Commissions, town staff, and appropriate town boards for possible incorporation into local regulatory requirements following project completion.

Sub-Task 1.5 Public Outreach

The need for pro-active outreach efforts to promote the benefits of a regional sand management program was identified in the previous phase of this grant. This sub-task will focus on developing educational materials for both residents and non-residents that describes the importance of sand to regional shoreline health; the need for responsible stewardship of sand as a nonrenewable resource; and how participation in a regional program will benefit communities. As presently envisioned, first recommendations for implementing a regional sand management program through board actions will be compiled from appropriate town staff and boards (e.g., Planning Board, Zoning Board, Conservation Commission, etc.). Public interest will later be generated, where possible, through engagement opportunities (e.g., social media, town sponsored events, local conferences, etc.) and distribution of informational brochures with town permit applications (e.g., parking permits, mooring permits, etc.).

The following deliverables will be developed under this task:

- A brochure will be designed, with input from all project team members, describing the goals and
 objectives of a regional sand management program and how the public can participate in the
 stewardship of this nonrenewable resource.
- A PowerPoint package, describing the regional management program, will be developed for
 presentation by project team members to town boards and where possible, venues, such as the
 Massachusetts Association of Conservation Commissions, the State of Wellfleet Harbor, or the
 Massachusetts Audubon Wellfleet Bay Sanctuary.

Task 2: Intermunicipal Shoreline Management Data Portal

A fundamental component of the intermunicipal shoreline management approach has been the development of regional datasets that support coastal resource managers in the interpretation and effective communication of scientific data as it relates to shoreline management. The development of an intuitive, user friendly, public data portal to host the many science-based datasets contained in the Intermunicipal Shoreline Management Geodatabase (ISMG) has been identified as a crucial element in the continuation of the four-town regional management approach. In addition to the development of a data portal that allows access to and sharing of shoreline management data, interactive maps and applications for visualizing data and the ability to update those data simply were identified as fundamental elements of the Phase 3 approach. It is presently envisioned, following this grant, that the four-town partnership will

form an agreement with the Center for Coastal Studies for continued management and maintenance of this data portal to ensure the long-term sustainability and utility of this work.

Sub-Task 2.1 Creation of Public Intermunicipal Shoreline Management Data Portal

The ISMG developed in Phase 1 consisted of geospatial data layers describing existing shoreline resources and human uses of the Eastern Cape Cod Bay shoreline derived from existing, publicly accessible data and datasets developed from recent CCS studies. During Phase 2, additional town requested data layers were created and the most appropriate method for facilitating use of these data by non-GIS users was identified. In response to suggestions by the project team and to promote maximum use of these data by town staff as well as the public, the following work will be pursued under this subtask:

- Development and design of a draft public data portal on ArcGIS Online, a cloud-based GIS software from Esri
- Upload of existing ISMG datasets
- Creation of draft interactive web maps and spatial applications from existing ISMG datasets. Subject
 to change based on town input, currently interactive applications are envisioned for the following
 broad categories
 - o Sediment Management, Beach Nourishment and Shoreline Stabilization
 - E.g., Geo-Application to summarize, organize and visualize location-based analytics for beach nourishment; create on demand real-time graphs and charts; and track nourishment activity
 - Salt Marsh
 - E.g., Geo-Application to compare, visualize and quantify salt marsh change over time
 - E.g., Geo-Application to filter identified potential salt marsh migration parcels by selected parameters of interest; create on-demand graphs based on selected parameters; and highlight parcels meeting multiple user-specified attributes
 - Emergency Preparedness
 - E.g., Geo-Application to identify the most appropriate route to the primary evacuation route based on storm tide pathways characteristics and the location of affected neighborhoods
 - o Planning Considerations
 - E.g., Geo-Application to filter tax parcels and assessors' information by ownership categories, parcel area, and/or other user-specified attributes.
- Project team review of the draft data portal (3-month trial use and 2-month feedback period)
- Finalization of the data portal, interactive web maps and spatial applications

The core project team will actively use the draft data portal for a 3-month trial period and provide feedback to CCS regarding the function, useability and design of the data portal and incorporated interactive web maps and applications. Revisions will be made, following a 2-month feedback period, as necessary based on the provided feedback to finalize the data portal.

Sub-Task 2.2 Annual Update of Existing Datasets

The ability to update records in a standardized manner is an important aspect of the regional approach to shoreline management, as certain datasets will require annual updates. CCS will design a simple and effective method for allowing Conservation Commission Agents to update the locations and volumes of annual beach nourishment requirements and dredging activities. During the proposed project CCS will

provide updates to select datasets as needed based on town supplied information, including beach nourishment, dredging activities, coastal engineering structures inventory and parcel classifications.

Sub-Task 2.3 Create and Host Printable Static Maps

Static maps will be created for each town in PDF format, from datasets created in Phase 1 and Phase 2 of this project. Maps will be hosted on the public data portal and will be available for download and printing. Based on suggestions by town staff static maps will be created from the following datasets:

- Storm Tide Pathways and Cape Cod Bay Low-Lying Roads (Segments, Surface Depths, Surface Elevation, Inundation Scenario)
- Contemporary Salt Marsh Vegetation
- Salt Marsh Migration Acquisition Parcels and Salt Marsh Suitability Raster
- Littoral Cells and the Sediment Transport System
- Beach Nourishment, Coastal Structures Inventory and Potential CES Parcels

Sub-Task 2.4 Data Portal Training and Public Outreach

The success of any regional shoreline management effort is dependent in great part on basic knowledge of the current physical conditions of the shoreline and adjacent areas. The ability to acquire, distribute and assess this information is fundamental to the implementation and communication of sound management strategies. After the finalized data portal has been made public, a training session will be provided to inform and assist other interested town staff in the effective use of this management tool. Additionally, the core project team in each town will generate public awareness of this initiative and introduce the newly available tool to the local community. An informational flyer will be created for distribution throughout the community (e.g., public library, town hall, community center, etc.).

Task 3: Long-Term (to 2050) Coastal Flood Mitigation Approaches

Focusing on future coastal flood risk, this long-term evaluation will provide necessary information to support the conceptual design of flood mitigation strategies for key private and public infrastructure within Eastham, Wellfleet, Truro, and Provincetown. Specifically, the project team is aiming to provide detailed preliminary designs for one (1) flood-prone roadway in each Town. Based on Town prioritization in Phase 2, the following four (4) roadway segments were selected, where the segments are further delineated in Exhibit E.

- South Sunken Meadow Road (Eastham)
- King Philip Road (Wellfleet)
- Shore Road from Town Line to 496 Shore Road (Truro)
- Commercial Street from Snail Road to Town Line (Provincetown)

Sub-Task 3.1 Data Collection

An RTK-GPS survey will be performed to provide contemporary topography necessary for detailed design analyses of coastal flood protection requirements at these locations. The survey will include the South Sunken Meadow Road and King Philip Road areas, as well as accessible portions of the beach/dune system along the Commercial Street/Shore Road shoreline. In addition, LiDAR data utilized for previous analyses will be incorporated into the overall topography and nearshore bathymetry data set. Where appropriate limited "ground-truthing" of the LiDAR data will be performed.

Sub-task 3.2 Four Towns Sea-Level Rise Scenarios

The project team will determine likely sea-level rise scenarios and associated flood risks for the next 10-to-50 years for the study area inclusive of the Cape Cod Bay shoreline from Eastham to Provincetown. These scenarios will evaluate the adequacy of the state recommended approach from ResilientMA regarding future projections and assess these relative to other scientifically defensible estimates (e.g., NOAA, IPCC, etc.) and data. Scientifically defensible updates to previous estimates will be adjusted, as necessary, to provide the appropriate future projections for local design conditions.

Sub-Task 3.3 Assessment of Site-Specific Coastal Processes Needed for Flood Mitigation Design

Building upon previous resiliency planning efforts, this sub-task is aimed at expanding the understanding of design parameters necessary to further coastal flood and shore protection strategies. Specifically, quantification of wave and storm surge dynamics is critical to form the basis for preliminary design of flood protection improvements, including long-term wave analysis governing alongshore sediment movement, and computation of alongshore sediment transport. Technical data will be updated to reflect spatial changes and current environmental conditions so that results can be utilized to improve shore protection and decrease flood risk. Quantitative assessment of sediment transport patterns and rates along the Provincetown/Truro shoreline will be used as the basis for potential sediment management and beach nourishment options along the Cape Cod Bay facing shoreline. This work will involve numerical wave and sediment transport modeling to provide necessary baseline information to assess potential beach nourishment performance as a mitigation strategy. It should be noted that Provincetown has submitted an MVP grant application that includes the work proposed in this sub-task; therefore, if MVP funding is received, this work will not be required by the CZM Coastal Resilience Grant.

Sub-Task 3.4 Development of Preliminary Designs for Coastal Flood Mitigation Responses

Working with each Town's staff, the team will first develop a matrix of long-term mitigation strategies and potential shore protection alternatives, aimed at mitigating flood risk over the 10-to-50-year timeframe to the extent practicable for each selected section of roadway. Once alternatives are more fully developed, the team will develop preliminary designs for the preferred alternatives, as well as feasibility-level costs.

- i. Alternatives Analyses for Mitigation Alternatives The project team will develop a matrix of potential alternatives based upon previous resiliency report findings (e.g., the previous Four Towns MCZM Grant) and earlier project tasks. This alternatives analysis of various options will be performed for each of the four (4) key areas:
 - South Sunken Meadow Road (Eastham)
 - King Philip Road (Wellfleet)
 - Shore Road from Town Line to 496 Shore Road (Truro)
 - Commercial Street from Snail Road to Town Line (Provincetown)

The analysis will consist of an evaluation of appropriate criteria to assess various environmental, cost, and practicability constraints of potential alternatives. The overall goal of the alternatives analysis is to develop a preferred alternative for each stretch of roadway that will mitigate coastal flood impacts to the greatest extent practical, taking into account the approximate 30-year design life of the project.

ii. Preliminary Flood Mitigation Design - Using the results from the engineering tools developed in Sub-Tasks 3.1 to 3.3, preliminary-level plans will be developed for the preferred alternative for each roadway stretch. Understanding that property ownership/land right issues will be key considerations, general information regarding property impacts also will be included on the preliminary plans. This effort will include development of a design report describing each alternative in greater detail.

Sub-Task 3.5: Public Outreach, Team Meetings, and Informal Regulatory Agency Coordination Working with Towns and CZM staff, the project team will attend four (4) team meetings to update progress related to project milestones and get feedback. In addition, it is anticipated that two (2) public presentations will be made over the duration of the project. During the preliminary design process, it is anticipated that regulatory agency coordination will be useful to streamline subsequent design processes; therefore, two (2) informal regulatory meetings have been included within the project.

Task 4: Project Reports

As a two-year project, two brief project reports will be prepared at the end of each fiscal year. At the end of year 1, a status report will be prepared describing the progress of the project, the work completed, and the year 2 work plan. At the end of year 2, a project report will be prepared summarizing project deliverables and recommended next steps for continuing the implementation of intermunicipal shoreline management principles for eastern Cape Cod Bay. Additionally, a project status report will be completed each month.

Task 5: Project Team Meetings

To facilitate and maintain effective project communications during this project, CCS will attend quarterly project meetings with town staff and CZM's Cape & Islands Regional Coordinator. Meetings with project manager will likely occur more frequently in response to ongoing project needs. In addition, a public meeting presenting the project results will be held at the end of fiscal year 2.

5. Public Benefit and Interests

As emphasized in Phases 1 and 2, the natural processes and characteristics that make shorelines resilient do not follow municipal boundaries. Phase 3 of this project looks to further pursue an intermunicipal approach to shoreline management, absent town boundaries, that will promote the common and natural benefits of coastal resources such as storm damage prevention and flood protection to increase shoreline resiliency more effectively and efficiently than could be achieved by each town individually. As demonstrated in Phase 2, when the obstacles presented by municipal boundaries are removed, innovative and creative strategies can be developed to confront challenging management concerns. Importantly, intermunicipal efforts provide significant public benefit when they can focus on common threats such as sea level rise and storm surge in the form of mutual efforts to: 1) Address the vulnerability of common shoreline areas and infrastructure; 2) Initiate a public outreach and education effort to foster a sense of urgency in terms of climate change and resilience between neighboring communities; 3) Enhance coastal flooding protection measures in areas where common solutions are required; and 4) Account for future sea level rise and climate change with a uniform, system-based approach to policies, guidelines, regulations, and planning.

6. Transferability

The proposed project will create an intermunicipal management tool that is hosted on a public web platform, allowing access and use to town staff and the public alike, facilitating the ability to easily acquire and distribute final deliverables from all phases of this project. The selected web platform (ArcGIS Online) also supports sharing the project narrative in an engaging manner, creating public awareness while also fostering open collaboration between the town partnership and other organizations. The 2011

Massachusetts Climate Change Adaptation Report notes that "effective planning and management at the regional and local levels is enhanced by current and accurate information." As demonstrated in Phases 1 and 2, this project promotes open access to current and accurate information while advancing several other science and planning actions articulated within state and regional planning documents such as: the goals of the Cape Cod Ocean Management Plan; the findings of the 2015 Coastal Erosion Commission; and the Action Items of the Cape Cod Regional Policy Plan that identify coastal processes as a component fundamental to the development of regional best management practices. The third phase of this multiphase, intermunicipal approach to shoreline management, one of the first in the Commonwealth, continues to implement a science-based approach to managing a common shoreline across municipal boundaries for future similar efforts. Lessons learned from this process will be transferable to Massachusetts coastal communities that share a common shoreline and are looking to implement a systems-based approach with neighboring communities.

- 7. Project Timeline See page 12
- 8. Budget See Attachment D per RFP Guidelines
- 9. Project Management and Partners

Project Manager

Hillary Lemos, Health and Conservation Agent, Town of Wellfleet, <u>Hillary.Lemos@wellfleet-ma.gov</u> Address: Department of Public Works Building. 220 W. Main Street, Wellfleet, MA 02667

Project Partners

The Town of Wellfleet: The town will manage the project and provide in-kind support as a lead representative for meetings and presentations related to the proposed sand management program; to establish and participate in the Regional Sand Banking Program working group; to prepare for and participate in public outreach and education efforts; to aid in the development and review of the public data portal; to supply necessary data to the Center for Coastal Studies as it relates to on-going shoreline activities; and to review of various documents developed for the project (see attached Letter of Support).

The Town of Eastham: The town will provide in-kind support as a lead representative for meetings and presentations related to the proposed sand management program; to establish and participate in the Regional Sand Banking Program working group; to prepare for and participate in public outreach and education efforts; to aid in the development and review of the public data portal; to supply necessary data to the Center for Coastal Studies as it relates to on-going shoreline activities; and to review of various documents developed for the project (see attached Letter of Support).

The Town of Truro: The town will provide in-kind support as a lead representative for meetings and presentations related to the proposed sand management program; to establish and participate in the Regional Sand Banking Program working group; to prepare for and participate in public outreach and education efforts; to aid in the development and review of the public data portal; to supply necessary data to the Center for Coastal Studies as it relates to on-going shoreline activities; and to review of various documents developed for the project (see attached Letter of Support).

The Town of Provincetown: The town will provide in-kind support as a lead representative for meetings and presentations related to the proposed sand management program; to establish and participate in the Regional Sand Banking Program working group; to prepare for and participate in public outreach and education efforts; to aid in the development and review of the public data portal; to supply necessary data to the Center for Coastal Studies as it relates to on-going shoreline activities; and to review of various documents developed for the project (see attached Letter of Support).

The Center for Coastal Studies: The Center will co-lead efforts with project partners to develop tasks discussed above. Center staff has decades of experience conducting scientific studies on Cape Cod and working closely with Outer Cape municipalities to use those findings to develop better shoreline management practices (see attached Letter of Support).

Sustainable Coastal Solutions, Inc. (SCS): While continuing to provide input in advisory capacity for several tasks, the primary focus of SCS will be in the development of conceptual designs of flood mitigation strategies for selected infrastructure within Eastham, Wellfleet, Truro, and Provincetown. SCS has decades of experience on Cape Cod, including many of the lower and outer Cape towns, as well as other parts of the country and that experience makes them an invaluable partner for this project.

Tasks	Sep 22	Oct 22	ZZ VOV	Dec 22	EZ nal	Feb 23	Apr 23	May 23	£Z unc	EZ Inc	E2 guA	Sep 23	Oct 23	EZ VON	Dec 23	42 asl	Feb 24	Mar 24	Apr 24	42 yeM	₽7 unſ
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YEAR		2022	12	_					7	2023							1	2024	4		
Estimated Grant Notification: 9/15/22							Н				Ц									\exists	
Task 1: Regional Sediment Management Program		П			_	-	Ц	_		_	Ц								T	П	
Sub-task 1.1: Memorandum of Agreement (MOA)						H													_		
Sub-task 1.2: Increasing the Effectiveness and Efficiency of Parcel-by- Parcel, Annual Beach Nourishment Programs																					
Sub-task 1.3: Regional Sand Banking Program																					
Sub-task 1.4: Maximizing Use of Existing Regulatory Authorities to Implement a Regional Sand Management Program						_															
Sub-task 1.5: Public Outreach																					
Task 2: Intermunicipal Shoreline Management Data Portal											Ц									П	
Sub-task 2.1: Creation of Public ISM Data Portal																					
Sub-task 2.2: Annual Update of Existing Datasets					_																
Sub-task 2.3: Create and Host Printable Static Maps						-					Ц										
Sub-task 2.4: Data Portal Training and Public Outreach		Г		П		H	H	_		_	Ц										
Task 3: Long-Term Coastal Flood Mitigation Approaches						H	Н	\sqcup		_	Ц										
Sub-task 3.1: Data Collection					Н	\vdash	\vdash	-		_								П		T	П
Sub-task 3.2: Four Towns Sea-Level Rise Scenarios							H	_		_											
Sub-task 3.3: Assessment of Site-Specific Coastal Processes						\vdash		Ц			Ц	Ц									
Sub-task 3.4: Development of Preliminary Designs					_	-	-	Ц	_									П	П		
Sub-task 3.5: Public Outreach, Team Meetings, Regulatory Coordination					\neg	_	_	\perp			Ц								T		
Task 4: Project Reports							-	_	_	_									П		
Sub-task 4.1: Monthly Project Reports																					
Sub-task 4.2: Year 1 Project Status Report						H															
Sub-task 4.3: Year 2 Project Report					Н				_			Ц							П		
Task 5: Project Meetings						_		_	_		_										
Sub-task 5.1: Team Meetings					-			\dashv													
Sub-task 5.2: Project Management																					
Sub-task 5:3: Public Meeting					_	-	_	_	_			Ц									
Project Complete: June 30, 2024					Gree	Green indicates town staff trial use period of draft data porta	cates	tow	n sta	ff tric	al use	peric	o po	draft	data	port	al				\Box

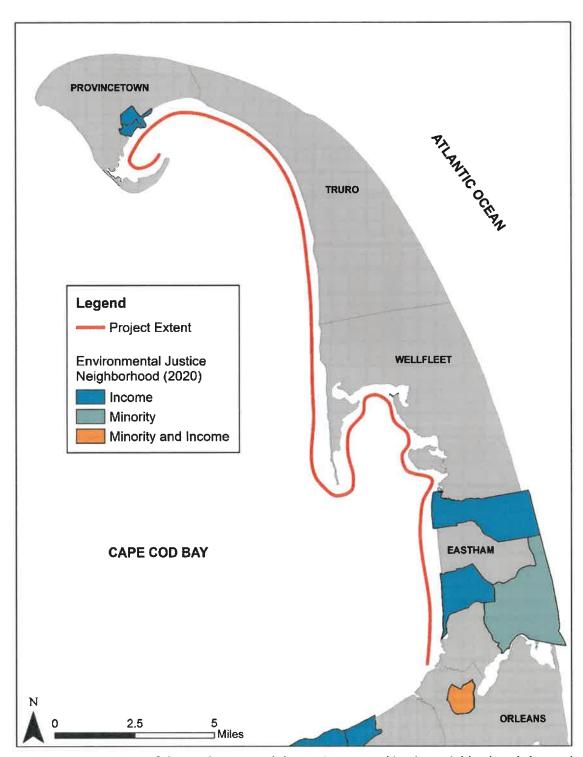
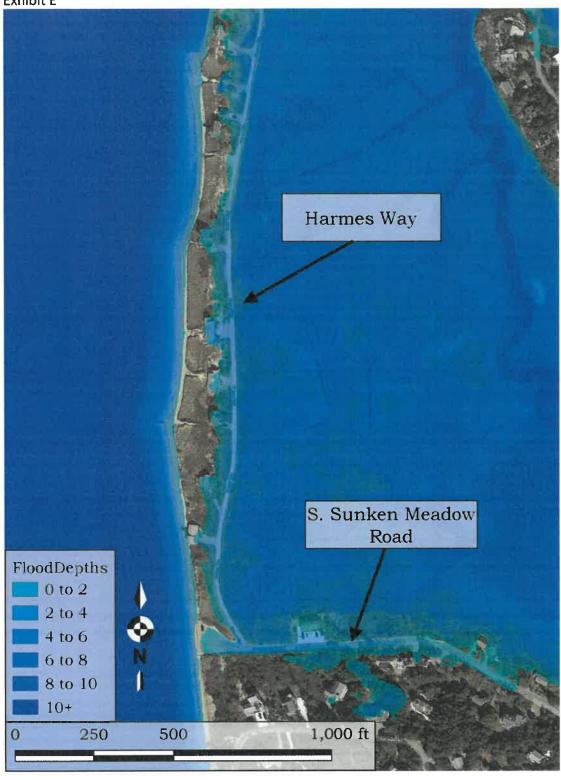


Figure 1. Location map of the study area and the environmental justice neighborhoods located within the planning area along the shared four-town Cape Cod Bay shoreline.











TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Tel: 508-349-7004, Extension: 111 Fax: 508-349-5505

June 13, 2022
Patricia Bowie, Coastal Resiliency Specialist
Executive Office of Energy & Environmental Affairs
Massachusetts Office of Coastal Zone Management
251 Causeway Street, Suite 800
Boston, MA 02114

Re: Coastal Resilience Grant Program FY 23, RFR ENV 23 CZM 02: Increasing Coastal Resiliency Through Intermunicipal Shoreline Management: Phase 3

Dear Ms. Bowie:

On behalf of the Town of Truro we are writing to offer our strong support for phase 3 of the intermunicipal shoreline management approach for the Eastern Cape Cod Bay shoreline. Based on the results thus far, we are excited to continue our coordinated efforts with the towns of Provincetown, Wellfleet, and Eastham, as well as the Center for Coastal Studies, Cape Cod National Seashore, Mass Audubon Wellfleet Bay Wildlife Sanctuary, and Sustainable Coastal Solutions, Inc.

The intermunicipal approach to shoreline management is a multi-phase project that has produced many positive results to date. Phase 1 established a Memorandum of Agreement to pursue responsible stewardship along this shoreline. Phase 2 (June 30, 2022, completion) developed uniform management principles, uniform standard approval conditions, and standard application and plan requirements; recommendations for a regional sand banking system; many regional geospatial datasets; and an inventory of low-lying roads. Phase 3 continues the efforts initiated in Phase 1 and 2 to pursue and implement a regional, science-based shoreline management framework grounded in consistent, uniform management strategies and principles that maximize and sustain the coastal resiliency of Eastern Cape Cod Bay. This phase will pursue development of a regional sediment management program, develop conceptual-level designs for coastal flood mitigation and create a public data portal that will further permit the town-partnership to implement practices that support coastal managers in proactive planning while fostering an open collaboration between the towns, other organizations, and the public.

Although not required, recognizing the importance of completing this project in terms of local and regional resiliency goals and despite limited town resources, the Town of Truro has agreed to provide in-kind match, as indicated on the Phase 3 Budget. Over the course of the two-year grant the town shall provide in-kind support for town staff to act as a lead representative for meetings and presentations related to the proposed sand management program; to establish and participate in the Regional Sand Banking Program working group; to prepare for and participate in public outreach and education efforts; to aid in the development and review of the public data

portal; to supply necessary data to the Center for Coastal Studies as it relates to on-going shoreline activities; and to review of various documents developed for the project.

Sincerely,

Darrin Tangeman, Truro Town Manager



Town of Wellfleet Office of the Town Administrator 300 Main Street Wellfleet, MA 02667

June 13, 2022

Patricia Bowie, Coastal Resiliency Specialist Executive Office of Energy & Environmental Affairs Massachusetts Office of Coastal Zone Management 251 Causeway Street, Suite 800 Boston, MA 02114

Re: Coastal Resilience Grant Program FY 23, RFR ENV 23 CZM 02: Increasing Coastal Resiliency Through Intermunicipal Shoreline Management: Phase 3

Dear Ms. Bowie:

On behalf of the Town of Wellfleet we are writing to offer our strong support for phase 3 of the intermunicipal shoreline management approach for the Eastern Cape Cod Bay shoreline. Based on the results thus far, we are excited to continue our coordinated efforts with the towns of Provincetown, Truro, and Eastham, as well as the Center for Coastal Studies, Cape Cod National Seashore, Mass Audubon Wellfleet Bay Wildlife Sanctuary, and Sustainable Coastal Solutions, Inc.

The intermunicipal approach to shoreline management is a multi-phase project that has produced many positive results to date. Phase 1 established a Memorandum of Agreement to pursue responsible stewardship along this shoreline. Phase 2 (June 30, 2022, completion) developed uniform management principles, uniform standard approval conditions, and standard application and plan requirements; recommendations for a regional sand banking system; many regional geospatial datasets; and an inventory of low-lying roads. Phase 3 continues the efforts initiated in Phase 1 and 2 to pursue and implement a regional, science-based shoreline management framework grounded in consistent, uniform management strategies and principles that maximize and sustain the coastal resiliency of Eastern Cape Cod Bay. This phase will pursue development of a regional sediment management program, develop conceptual-level designs for coastal flood mitigation and create a public data portal that will further permit the town-partnership to implement practices that support coastal managers in proactive planning while fostering an open collaboration between the towns, other organizations, and the public.

Although not required, recognizing the importance of completing this project in terms of local and regional resiliency goals and despite limited town resources, the Town of Wellfleet has agreed to manage the project and provide in-kind match, as indicated on the Phase 3 Budget. Over the course of the two-year grant the town shall provide in-kind support for town staff to act as a lead representative for meetings and presentations related to the proposed sand management program; to establish and participate in the Regional Sand Banking Program working group; to prepare for and participate in public outreach and education efforts; to aid in the development and review of the public data portal; to supply necessary data to the Center for Coastal Studies as it relates to on-going shoreline activities; and to review of various documents developed for the project.

Sincerely,

Richard Waldo

Town Administrator

Alex B. Morse Town Manager Town of Provincetown



Town Hall. 260 Commercial Street Provincetown, Massachusetts 02657 Facsimile (508) 487-9560 Telephone (508) 487-7002

June 10, 2022

Patricia Bowie, Coastal Resiliency Specialist Executive Office of Energy & Environmental Affairs Massachusetts Office of Coastal Zone Management 251 Causeway Street, Suite 800 Boston, MA 02114

Re: Coastal Resilience Grant Program FY 23, RFR ENV 23 CZM 02: Increasing Coastal Resiliency Through Intermunicipal Shoreline Management: Phase 3

Dear Ms. Bowie:

On behalf of the Town of Provincetown, I offer strong support for Phase 3 of the intermunicipal shoreline management approach for the Eastern Cape Cod Bay shoreline. Based on the results thus far, we are excited to continue our coordinated efforts with the Towns of Truro, Wellfleet, and Eastham, as well as the Center for Coastal Studies, Cape Cod National Seashore, Mass Audubon Wellfleet Bay Wildlife Sanctuary, and Sustainable Coastal Solutions, Inc.

The intermunicipal approach to shoreline management is a multi-phase project that has produced many positive results to date. Phase 1 established a Memorandum of Agreement to pursue responsible stewardship along this shoreline. Phase 2 (June 30, 2022, completion) developed uniform management principles, uniform standard approval conditions, and standard application and plan requirements; recommendations for a regional sand banking system; many regional geospatial datasets; and an inventory of low-lying roads. Phase 3 continues the efforts initiated in Phase 1 and 2 to pursue and implement a regional, science-based shoreline management framework grounded in consistent, uniform management strategies and principles that maximize and sustain the coastal resiliency of Eastern Cape Cod Bay. This phase will pursue development of a regional sediment management program, develop conceptual-level designs for coastal flood mitigation, and create a public data portal that will further permit the town-partnership to implement practices that support coastal managers in proactive planning while fostering an open collaboration between the towns, other organizations, and the public.

Although not required, recognizing the importance of completing this project in terms of local and regional resiliency goals and despite limited Town resources, the Town of Provincetown has agreed to provide in-kind match, as indicated on the Phase 3 Budget. Over the course of the two-year grant the Town shall provide in-kind support for Town staff to act as a lead representative for meetings and presentations related to the proposed sand management program; to establish and participate in the Regional Sand Banking Program working group; to prepare for and participate in public outreach and education efforts; to aid in the development and review of the public data portal; to supply necessary data to the Center for Coastal Studies as it relates to on-going shoreline activities; and to review of various documents developed for the project. Please do not hesitate to contact me if you need more information.

Sincerely,

Alex Morse Town Manager

Aly morse



TOWN OF EASTHAM

2500 State Highway, Eastham, MA 02642 - 2544

All departments 508 240-5900 Fax 508 240-1291

www.eastham-ma.gov

June 13, 2022

Patricia Bowie, Coastal Resiliency Specialist Executive Office of Energy & Environmental Affairs Massachusetts Office of Coastal Zone Management 251 Causeway Street, Suite 800 Boston, MA 02114

Re: Coastal Resilience Grant Program FY 23, RFR ENV 23 CZM 02: Increasing Coastal Resiliency Through Intermunicipal Shoreline Management: Phase 3
Dear Ms. Bowie:

On behalf of the Town of Eastham we are writing to offer our strong support for phase 3 of the intermunicipal shoreline management approach for the Eastern Cape Cod Bay shoreline. Based on the results thus far, we are excited to continue our coordinated efforts with the towns of Provincetown, Truro, and Wellfleet, as well as the Center for Coastal Studies, Cape Cod National Seashore, Mass Audubon Wellfleet Bay Wildlife Sanctuary, and Sustainable Coastal Solutions, Inc.

The intermunicipal approach to shoreline management is a multi-phase project that has produced many positive results to date. Phase 1 established a Memorandum of Agreement to pursue responsible stewardship along this shoreline. Phase 2 (June 30, 2022, completion) developed uniform management principles, uniform standard approval conditions, and standard application and plan requirements; recommendations for a regional sand banking system; many regional geospatial datasets; and an inventory of low-lying roads. Phase 3 continues the efforts initiated in Phase 1 and 2 to pursue and implement a regional, science-based shoreline management framework grounded in consistent, uniform management strategies and principles that maximize and sustain the coastal resiliency of Eastern Cape Cod Bay. This phase will pursue development of a regional sediment management program, develop conceptual-level designs for coastal flood mitigation and create a public data portal that will further permit the town-partnership to implement practices that support coastal managers in proactive planning while fostering an open collaboration between the towns, other organizations, and the public.

Although not required, recognizing the importance of completing this project in terms of local and regional resiliency goals and in spite of limited town resources, the Town of Eastham has agreed to provide in-kind match, as indicated on the Phase 3 Budget. Over the course of the two-year grant the town shall provide in-kind support for town staff to act as a lead representative for meetings and presentations related to the proposed sand management program; to establish and participate in the Regional Sand Banking Program working group; to prepare for and participate in public outreach and education efforts; to aid in the development and review of the public data portal; to supply necessary data to the Center for Coastal Studies as it relates to on-going shoreline activities; and to review of various documents developed for the project.

Sincerely,

Jacqueline Beebe Town Administrator

Melse



Center for Coastal Studies Provincetown

HIEBERT MARINE LABORATORY • 5 Holway Avenue • Provincetown, MA 02657 tel (508) 487-3622/(508) 487-3623 fax (508) 487-4695

June 10, 2022

Patricia Bowie Coastal Resiliency Specialist Massachusetts Office of Coastal Zone Management 251 Causeway Street, Suite 800 Boston, MA 02114

RE: Increasing Coastal Resiliency Through Intermunicipal Shoreline Management: Phase 3 (Coastal Resiliency Grant Program FY23, RFR ENV 23 CZM 02)

Dear Ms. Bowie,

The Center for Coastal Studies (CCS) is pleased to have the opportunity to continue to work with the four-town partnership of Provincetown, Truro, Wellfleet, and Eastham on this multi-phase project to pursue and implement a regional, science-based shoreline management framework grounded in consistent, uniform management strategies and principles that maximize and sustain the coastal resiliency of Eastern Cape Cod Bay. The first phase of this project established a Memorandum of Agreement to pursue responsible stewardship along this shoreline. Phase 2 developed uniform management principles, uniform standard approval conditions, and standard application and plan requirements; recommendations for a regional sand banking system; many regional geospatial datasets; and an inventory of low-lying roads.

Phase 3, continuing the efforts initiated in Phase 1 and 2, will pursue development of a regional sediment management program, develop conceptual-level designs for coastal flood mitigation and create a public data portal that will further permit the town-partnership to implement practices that support coastal managers in proactive planning while fostering an open collaboration between the towns, other organizations, and the public. In support of this project The Center for Coastal Studies will provide in-kind match as follows. We will donate the use of Larkin Hall, a large meeting room (75-person capacity) with video conferencing capabilities for one meeting and one two-day specialized training session (\$1,500/day) for a total of \$4,500. The Center for Coastal Studies will also provide for the hosting fee (online storage and town staff usage costs) for the developed public online data portal for two years (\$1,000/year) for a total of \$2,000. Additionally, over the course of the project CCS will complete 22 monthly project status reports (\$3,300) and a final case study report (\$600).

Sincerely,

Sarah D. Oktay, Ph.D.

Executive Director, Center for Coastal Studies

Hiebert Marine Laboratory

Jank D. OHlay

5 Holway Avenue

Provincetown, MA 02657



United States Department of the Interior

NATIONAL PARK SERVICE Cape Cod National Seashore 99 Marconi Site Road Wellfleet, MA 02667

IN REPLY REFER TO: D-18

June 13, 2022

Patricia Bowie, Coastal Resiliency Specialist Executive Office of Energy & Environmental Affairs Massachusetts Office of Coastal Zone Management 251 Causeway Street, Suite 800 Boston, MA 02114

Re: Coastal Resilience Grant Program FY 23, RFR ENV 23 CZM 02:

Increasing Coastal Resiliency Through Intermunicipal Shoreline Management: Phase 3

Dear Ms. Bowie:

We are writing in strong support of the Phase 3 proposal concerning the intermunicipal shoreline management approach for the Eastern Cape Cod Bay shoreline submitted by the Town of Provincetown with project partners. The results to date warrant further coordinated efforts with the Towns of Truro, Wellfleet, and Eastham, as well as the Center for Coastal Studies, Cape Cod National Seashore, Mass Audubon Wellfleet Bay Wildlife Sanctuary, and Sustainable Coastal Solutions, Inc.

We have been invited into the intermunicipal approach to shoreline management multi-phase project as a stakeholder and have witnessed the many positive results to date. The Phase 2 activities have resulted in standardization of requirements for projects on the bay shorelines of the four towns, which will assist applicants and their consultants to have better understanding of coastal permitting requirements. The initial low-lying road work and regional, science-based shoreline management framework is beneficial to the town and to multiple agencies, and will be more accessible with Phase 3 completion,

The project proponents' local and regional coastal resiliency goals and transparent, participatory planning are deserving of financial and technical support of the state. Meetings, presentations, and the public data portal will be essential to this area as climate change consequences continue to result in sea level rise and erosion presents more complex shoreline management challenges. Thank you for your consideration.

Sincerely,

Brian T. Carlstrom Superintendent

en Talan

Ms. Hillary Hope Greenberg-Lemos 3 Alexander Drive South Dennis, MA 02660 508-246-1567

hillarygreenberg@yahoo.com

Work Experience:

Town of Wellfleet Health and Conservation Department

220 West Main Street Wellfleet, MA 02667

Health and Conservation Agent

Director of department. Enforce state and local sanitary codes, environmental regulations and the Wetlands Protection Act. Responsible for emergency preparedness planning, site inspections, subsurface sewage disposal systems, water quality, food service establishments, harbor sampling programs, salt marsh restoration programs and all relative permitting.

Dates Employed: 3/05-Present

Dates Employeed: 11/02-3/05

6/01-9/01

Dates Employed: 9/01-10/02

Dates Employeed: 6/02-10/02

Town of Harwich Health Department

732 Main Street Harwich, MA 02645

Senior Health Agent

Enforced state and local sanitary codes. Reviewed design plans for household and commercial septic systems as well as wastewater treatment plants, wells, and food service establishments. Performed percolation tests, soil evaluations, landfill monitoring, all site inspections and complaint investigations.

Barnstable County Department of Health and Environment

Superior Court House P.O. Box 427 Barnstable, MA 02630

Assistant Sanitarian (Temporary)

Enforced state and local sanitary codes. Collected, sampled, and analyzed water from public drinking water wells surrounding landfills as well as installed soil gas monitoring wells. Performed site inspections of septic systems, food service establishments, swimming pools, and housing facilities.

Holly Tree Resort

412 Main Street

West Yarmouth, MA 02673

Front Desk Manager

Managed front desk operations, controlled reservation input, handled incoming calls and email inquiries. Responsible for setting tone and image through guest services.

Big Mountain Ski Resort

P.O. Box 1400

Whitefish, MT 59937

Event Coordinator (Seasonal)

Conducted administrative activities including billing, purchasing, data entry, and data base management. Set up USSA / FIS ski races

Dates Employeed: 10/00-2/01

Dates Employed: 5/00-8/00

Dates Employed: 5/99-1/00

United States Department of the Interior

Fish and Wildlife Service

103 East Plumtree Road

Sunderland, MA 01375

Biological Science Technician (Temporary)

Carried out daily activities of a fishery management program as described by standard operating procedures. Recorded and kept data on Sea Lamprey and Atlantic Salmon, maintained neat and accurate field records of fishery activities. Performed all operations at the Holyoke fish lift.

University of Massachusetts Office of Waste Management

151 Tilson Farm Road Amherst, MA 01002

Internship

Obtained a working knowledge of plant procedures and operations. Calculated quantities of waste and recyclable materials entering the facility. Planned and prepared educational activities for students regarding the importance of recycling.

Education:

University of Massachusetts Amherst, MA 01002 Bachelor of Science

Major: Environmental Science

Licenses / Certifications:

Registered Sanitarian, USDA/NRC/DEP Certified Soil Evaluator, Certified System Inspector, Certified Food Handler, Certified Pool Operator, Wetland Scientist, Incident Command System level 400, All Hazard Incident Management Team training completed.

STEPHEN T. MAGUE

Center for Coastal Studies Hiebert Marine Lab, 5 Holway Avenue Provincetown, MA 02657 (978) 846-2830

smague@coastalstudies.org

PROFESSIONAL POSITIONS

12/2020 - Present	Program Director, Coastal Geographic Research and Applied Sciences Program
	(CGRASS), Dept. of Marine Geology, Center for Coastal Studies,
	Provincetown, MA
01/2014 - 12/2020	Adjunct Coastal Geographer, Dept. of Marine Geology, Center for Coastal
	Studies, Provincetown, MA
01/2008 - 12/2020	Senior Project Manager, Durand & Anastas Environmental Strategies, Inc.
	Boston and Marlborough, MA
05/1998 - 12/2007	Coordinator of Technical Services, Massachusetts Office of Coastal Zone
	Management, Boston, MA
06/1978 - 04/1998	Senior Manager, Schofield Brothers of New England, Inc., Framingham, MA

EDUCATION

1998 M.S. University of Massachusetts Boston

1978 B.A. Colby College

PUBLICATIONS

Published, Peer-Reviewed Journals and Conference Proceedings

- Giese, G. S., Borrelli, M., & Mague, S. T. (2020). Tidal inlet evolution and impacts of anthropogenic alteration: An example from Nauset Beach and Pleasant Bay, Cape Cod, Massachusetts. *Northeastern Naturalist*, 27(sp10), 1-21.
- Mague, S.T. (2012). Retracing the Past: Recovering 19th Century Benchmarks to Measure Shoreline Change along the Outer Shore of Cape Cod, Massachusetts. Cartography and Geographic Information Science, Vol. 39, No. 1, 2012, pp. 30-47.
- Mague, S.T. (2011). Mapping Shorelines: Coastal Boundary Delimitation and Demarcation.
 Massachusetts Continuing Legal Education (MCLE). Daniel J. Bailey III, Esq., editor. 2011.
- Mague S.T. (2009). In Search of the Shawmut Peninsula: Using Modern Cartographic Analysis to Discover the Original: Boston Shoreline. Chapter 5 in: Remaking Boston: The City and Environmental Change over the Centuries. Anthony N. Penna and Conrad Wright eds. University of Pittsburgh Press, 2009.
- Mague, S.T. (2008). Mapping Littoral Boundaries: All Shorelines Are Not Created Equal. Chapter 2 in Solving Waterfront Property Disputes, Massachusetts Continuing Legal Education (MCLE). Daniel J. Bailey III, Esq., editor. 2008. p.27-68.

- Mague, S.T. and R.W. Foster. (2008). Where's the Shoreline. Sources of Historical High Water Lines Developed in the Context of Massachusetts Coastal Regulations. FIG- International Federation of Surveyors. Article of the Month, February 2008.
- Mague, S.T. (1999). Private Property, Public Rights, and Shifting Sands: The Public Trust Doctrine as a Source for Coastal Management Decisions (Part 2 of 2). Surveying and Land Information Systems. Journal of the American Congress on Surveying and Mapping. Vol. 59, No.2, June 1999, pp.95-106.
- Mague, S.T. (1999). Private Property, Public Rights, and Shifting Sands: The Public Trust Doctrine as a Source for Coastal Management Decisions (Part 1 of 2). Surveying and Land Information Systems. Journal of the American Congress on Surveying and Mapping. Vol. 59, No.1, March 1999, pp.53-68.
- Mague, S.T. (1998). Managing Coastal Erosion through an Expansion of the Massachusetts Public Trust Doctrine. Environment Cape Cod. Vol. 1, No. 3, pp. 38-67.

Technical Reports

- Giese, G.S., M. Borrelli, M., S.T. Mague, T. Smith, P. Barger, and P. Hughes. (2014). Assessment of multi-decadal coastal change: Provincetown Harbor to Jeremy Point, Wellfleet. Marine Geology Report No.14-1, Center for Coastal Studies, Provincetown, MA. Prepared for the Massachusetts Bay Program, Boston, MA
- Giese, G.S., M. Borrelli, S.T. Mague, and P. Hughes. (2013). Evaluating century-scale coastal change: Provincetown/Truro line to Provincetown Harbor. Marine Geology Report No.13-1, Center for Coastal Studies, Provincetown, MA, 11 p. Prepared for the Island Foundation, Marion MA.
- Giese, G.S., M. Borrelli, S.T. Mague, and P. Hughes. (2012), Evaluating century-scale coastal change: a pilot project for the Beach Point area in Truro and Provincetown, Massachusetts. Marine Geology Report No.12-2, Center for Coastal Studies, Provincetown, MA, 18 p. Prepared for the Island Foundation, Marion MA.
- Giese, G.S., **S.T. Mague**, S.S. Rogers, S.S., & M. Borrelli, (2010). *A Geomorphic Analysis of the Monomoy Barrier System*. Technical report submitted to the Monomoy National Wildlife Refuge, Chatham, Massachusetts. 27 p.
- Donovan, A., R. Haney, & S.T. Mague. (2002). Massachusetts Shifting Shorelines: New Data on Shoreline Change. Massachusetts Office of Coastal Zone Management Publication.

Abstracts

- Giese, G. S., Borrelli, M., Mague, S.T., Smith, T., Barger, P., Adams, M.B., and Hughes P. (2014).

 Century-Scale Longshore Sediment Transport Rates Calculated From Reconstructed Historical Coastal Surfaces. Coastal Sediments 2015. San Diego, CA.
- Giese, G. S., Borrelli, M., Mague, S. T., Adams, M. B., & Smith, T. L. (2014). Application of A Simple Geomorphic Model To Cape Cod Coastal Change. Presented at the Ocean Sciences Meeting, Honolulu, Hawaii. 23-28 Feb.

Invited Talks

- Mague, S.T. (2019). Retracing the Past: Recovering the 19th Century Benchmarks of USC&GS Assistant Topographer Henry L. Marindin. Cape Cod Museum of Natural History. Brewster, MA. April, 2019.
- Mague, S.T. (2011). Retracing the Past: Recovering the 19th Century Benchmarks of USC&GS Assistant Topographer Henry L. Marindin. Annual Convention of the Massachusetts Association of Land Surveyors and Civil Engineers (MALSCE). Hyannis, MA. September 2011.
- Mague, S.T. (2011). *Mapping Shorelines: Coastal Boundary Delimitation and Demarcation*. Massachusetts Continuing Legal Education (MCLE) Seminar, June 2011.
- Mague, S.T. and von Wahlde, Matt. (2008). A Shoreline GIS: Mapping the Historical Shorelines of Massachusetts. Presented with Matt von Wahlde (Geonetics, Inc.) at the 23rd Annual Northeast Arc Users Group Conference (NEARC) Illuminating the Geographic Approach. Hyannis, MA. September 23, 2008.
- Mague, S.T. (2008). Historical Shoreline Mapping: Filled Tidelands, Private Ownership, & Public Rights. Solving Waterfront Property Disputes, Massachusetts Continuing Legal Education (MCLE) Seminar, June 2008.
- Mague, S.T. (2006). In Search of the Shawmut Peninsula: A Cartographic Comparison of Several Reconstructions of the "Original" Boston Shoreline. Massachusetts Historical Society Conference Remaking Boston: The City and Environmental Change over the Centuries. Boston, MA. May 6, 2006.
- Mague, S.T. (2004). Historical Shoreline Mapping for Chapter 91 Jurisdiction: Lessons Learned and Being Learned. Massachusetts Geographic Information Council (MaGIC) Quarterly Meeting. Boston, MA. October 2004.
- Mague, S.T. (2004). *Mapping Historical Shorelines*. 50th Annual Convention of the Massachusetts Association of Land Surveyors and Civil Engineers (MALSCE). Plymouth, MA. September 2004.
- Mague, S.T. (2001). Balancing Public Rights and Private Development in an Urban Waterfront: The South Boston Municipal Harbor Plan. Fourth Annual Conference of the Northeast Shore and Beach Preservation Association and Symposium on Urban Shorelines sponsored by The Coastal Zone Foundation and the Coasts, Oceans, Ports and Rivers Institute of the ASCE. Stevens Institute of Technology, Hoboken, New Jersey. October 2001.
- Mague, S.T. (1998). Managing Coastal Erosion through an Expansion of the Massachusetts Public Trust Doctrine. Massachusetts Audubon Society. Wellfleet Bay Sanctuary. June 1998.

MAJOR PROJECTS

While at the Massachusetts Office of Coastal Zone Management served as the Senior Project Manager responsible for the following projects:

South Shore Coastal Infrastructure Inventory & Assessment Demonstration Project

A demonstration or pilot project to inventory and assess the condition of coastal hazards protection infrastructure owned by the Commonwealth, maintained by the Commonwealth, and/or otherwise the responsibility of the Commonwealth including the development of a standard methodology that could be

applied to the remainder of the coast to complete the Massachusetts Coastal Infrastructure Inventory and Assessment Project (2013).

South Shore Coastal Hazards Characterization Atlas

A pilot project designed to develop a regional atlas characterizing shoreline variables of areas vulnerable to coastal hazards. The web-accessible South Shore atlas contains maps for approximately 55 miles of shoreline from Hull to the Cape Cod Canal and summarizes shoreline variables in a GIS database that includes tidal range, shoreline stability, storm damage susceptibility, wave climate, and shoreline type. Additionally, coastal engineering structures were mapped to illustrate the location and extent of armoring along the South Shore. Initially envisioned as a tool for local coastal managers to access coastal hazards information and facilitate the review of projects in the context of the storm damage protection and flood control functions of coastal landforms, it also proved to be a valuable resource for the *South Shore Coastal Infrastructure Inventory and Assessment Demonstration Project*.

The Massachusetts Historical Shoreline Mapping Project

A four-year project to map Chapter 91 tidelands jurisdiction pursuant 310 CMR 9.00 for the entire Massachusetts coast. With jurisdiction based on the location of the most landward historical high water and low water shorelines, the project created a GIS database of over 3,000 historical maps and charts, including 385 historical maps georeferenced to the project datum using methodologies and QA/QC protocol developed for the project to transfer cartographic information accurately from historical horizontal and vertical datums to contemporary geodetic datums.

Massachusetts Shoreline Change Project: 1800s to 1994

A project to add the 1994 high water shoreline to CZM's shoreline database for the ocean-facing shorelines of the Massachusetts coast. Shorelines were compiled from a variety of contemporary and historical map and aerial photograph sources into a GIS to quantify, assess, and archive rates of shoreline movement from the mid-1800s through 1994.

Nantucket Sound Federal/State Submerged Lands Act Boundary Determination

Technical advisor regarding tidal datums and marine boundaries to the Legal and Surveying Departments of the Massachusetts Highway Department, the agency charged with administering state boundaries.

Technical Advisor and Expert Witness

Technical advisor and expert witness to the Department of Environmental Protection Waterways Program (DEP) regarding the use of cartographic and geodetic resources to identify present and historical high and low water shorelines used to identify the limits of state tidelands jurisdiction.

PROFESSIONAL ASSOCIATIONS

Massachusetts Continuing Legal Education (MCLE) Faculty Massachusetts Association of Civil Engineers and Land Surveyors (MALSCE) Boston Map Society

PROFESSIONAL REGISTRATIONS

Registered Sanitarian - Commonwealth of Massachusetts (#826)

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EDUCATION

Ph.D. Dept. of Geosciences, University of Rhode Island, 2008

M.S. Dept. of Geological Sciences, University of North Carolina at Chapel Hill, 2001

B.S. Dept. of Geology, Tufts University, 1999

PROFESSIONAL POSITIONS

2017 – Present	Director, Coastal Processes and Ecosystems (CAPE) Lab, Joint Research
	Laboratory, School for the Environment, University of Massachusetts,
	Boston and The Center for Coastal Studies, Provincetown MA.
2014 - Present	Research Faculty, School for the Environment, University of Massachusetts-
	Boston
2011 - Present	Associate Scientist, Chair, Dept. of Marine Geology, Center for Coastal Studies,
	Provincetown, MA
2010 - Present	Director, Seafloor Mapping Program, Dept. of Marine Geology, Center for
	Coastal Studies, Provincetown, MA
2009 - 2014	Adjunct Professor, Dept. of Environmental, Earth and Ocean Sciences,
	University of Massachusetts-Boston
2009 - 2010	Assistant Scientist, Project Manager: Cape Cod Bay Seafloor Mapping Project
	Dept. of Marine Geology, Center for Coastal Studies,
	Provincetown, MA
2007 - 2009	Coastal Geologist, Dept. of Recreation, Park and Tourism Sciences; Texas A&M
	University. Duty-Station: US National Park Service, Geologic Resources
	Division, Lakewood, CO
2003 - 2005	Coastal Geologist, Massachusetts Office of Coastal Zone Management, Boston,
	MA

PUBLICATIONS (*denotes student author)

Published, Peer-Reviewed Articles, Conference Proceedings, Maps and Book Chapters

- Borrelli, M., Fox, S.E., Shumchenia, E.J., Kennedy, C.G., Oakley, B.A., Hubeny, J.B., Love, H., Smith, T.L., Legare, B., Mittermayr, A., McFarland, S.J. and Giese, G.S. 2019. Submerged Marine Habitat Mapping, Cape Cod National Seashore: A Post-Hurricane Sandy Study. Natural Resource Report NPS/NCBN/NRR—2019/1877:p.148.
- Giese, G.S., **Borrelli**, M., Mague, S.T., Smith, T.L., Barger, P., Adams, M.B., Hughes, P., 2015. Century-Scale Longshore Sediment Transport Rates Calculated from Reconstructed Historical Coastal

- Surfaces, The Proceedings of the Coastal Sediments 2015.
- Borrelli, M., Smith, T.L., Oakley, B.A., Shumchenia, E.J., Wilson, J., Gontz, A., Giese, G.S., (2014). Onshore-offshore surficial geologic map of the North Truro Quadrangle, Barnstable County, Massachusetts. 1:24,000. Massachusetts Geological Survey, p. 2 sheets and digital product: Adobe PDF and ESRI
- Borrelli, M., Gontz, A.M., Smith, T.L., Shumchenia, E. J., Wilson, J.R., Giese, G.S. (2013). Progress map of the onshore-offshore surficial geologic map of the North Truro Quadrangle, Barnstable County, Massachusetts. 1:24,000. Massachusetts Geological Survey, Open File Report. 2013-01. 1 sheet and digital product: Adobe PDF and ESRI ArcGIS database.
- Borrelli, M., Gontz, A.M., Wilson, J.R., Brown, T.L.B., Norton, A.R., Giese, G.S. (2012)

 Onshore-offshore surficial geologic map of the Provincetown Quadrangle, Barnstable County,

 Massachusetts. 1:24,000. Massachusetts Geological Survey, Open File Report. 2012-01. 1 sheet
 and digital products: Adobe PDF and ESRI ArcGIS database.
- **Borrelli, M.** (2012). Storm-driven coastal change, shoreline orientation, and tidal phase: A case study from Hurricane Irene. *Shore and Beach*, v.80, n. 2. p. 76-80.
- **Borrelli, M.**, Oakley, B.A., Giese, G.S., Boothroyd, J.C., (2011). Inlet Formation as a Result of Hydraulic Inefficiency Leading to Further Inlet Instability. In, P. Wang, J.D. Rosati and T.M. Roberts (eds.), Coastal Sediments '11, American Society of Civil Engineers, v.1. p. 519-532.
- Giese, G.S., Adams, M.B., Rogers, S.S., Dingman, S.L., **Borrelli, M.,** Smith T.L., Coastal sediment transport on outer Cape Cod, Massachusetts. In, P. Wang, J.D. Rosati and T.M. Roberts (eds.), Coastal Sediments '11, American Society of Civil Engineers, v. 3, p. 2353-2356.
- Watts, I.M, Rosati, J.D., **Borrelli, M.,** (2011) Re-establishing a Historical Inlet at East Harbor, Cape Cod, Massachusetts. In, P. Wang, J.D. Rosati and T.M. Roberts (eds.), Coastal Sediments '11, American Society of Civil Engineers, v. 1, p. 419-429.
- Nichols, O.C., Lind, H., Baldwin, J., Jackett, A.R., **Borrelli, M.**, Small. P.A. (2011) Site selection for sustainable shellfish aquaculture development areas: A practical mapping approach. *The Journal of Ocean Technology*. v. 6, n. 3, pp.59-70.
- Borrelli, M., and Beavers, R., (2008) Natural and Cultural Resources in Ocean and Coastal National Parks: Science-based Storm Vulnerability Assessments and Management Implications. Proceedings, Solutions to Coastal Disasters 2008; April 13-16, 2008, Oahu, Hawaii: American Society of Civil Engineers (ASCE) Publications, pp. 518-525,
- Hapke, C., Reid, D., and Borrelli, M., (2007). The National Assessment of Shoreline Change; A GIS compilation of vector cliff edges and associated cliff erosion data for the California coast: U.S. Geological Survey Open-File Report 2007-1112.
- **Borrelli, M.,** Wells, J.T., (2003). Swash bars and spit growth: Evolution of a rapidly prograding spit along a sediment-starved coast, *Proceedings of the International Conference on Coastal Sediments 2003*.
- **Borrelli, M.,** and Wells, J.T., (2002) Sediment bypassing, spit progradation and the Cape Lookout "Jetty": *Shore and Beach*, v. 70, no. 3.

In review or In Preparation, Peer-Reviewed Articles, Conference Proceedings and Book Chapters

- **Borrelli, M.**, Boothroyd, J.C., (in review). Calculating rates of shoreline change along a low-energy coastal embayment with fringing salt marsh: The high water line vs. the 'marshline', a new proxybased shoreline indicator. Journal of Coastal Research.
- **Borrelli,** M., Smith, T. L., Legare, B., Mcfarland, S., (in prep). Mapping in extreme shallow water using a phase-measuring sidescan sonar.
- **Borrelli, M.**, Legare, B., Smith, T.L., Ludwig, L., (in prep). The use of high-resolution sidescan sonar to Locate, Identify and Recover Derelict Fishing Gear.

- Borrelli, M., Giese, G.S., Mague, S.T., Smith, C.G., Legare, B. and Barger, P., 2016. Insights into historical and current sediment transport pathways from quantitative sediment budgets. American Geophysical Union, Annual Meeting, San Francisco, CA.
- Borrelli, M., Legare, B., Smith, T. L., and Love, H., 2016, Mapping the Estuarine Seafloor with Vessel-Based Acoustic Instruments: The Shallowest Water Survey, Geological Society of America *Abstracts with Programs*, Volume Vol. 48, No. 7 Denver, CO.
- **Borrelli, M.,** Smith, T.L., 2016. Vessel-based Acoustic Mapping of Intertidal Zones in Microtidal and Mesotidal Environments: Increasing Efficiencies and Reducing Uncertainties with Phase Measuring Sidescan Sonars, Northeastern Geological Society of America, Albany, NY.
- Love, H., Hubeny, J.B., **Borrelli, M.**, 2016. Analysis of Anthropogenic Influences on Organic Matter Deposition in Pleasnat Bay and Nauset Marsh Back Barrier Systems, Cape Cod, Northeastern Geological Society of America, Albany, NY.
- Oakley, B.A., Turenne, J.D., Bartosiewicz, J., Hollis, R.J., Alvarez, J.D., **Borrelli, M.,** Boothroyd, J., 2016. Mapping Benthic Geologic Habitiat in Shallow Estuarine and Lagoon Environments: Case Studies, Experience and Results from SOuthern New England, Northeastern Geological Society of America, Albany, NY.
- Borrelli, M., Smith, T.L., Kennedy, C.G., Oakley, B.A., Hubeny, J.B., 2015. Science and Mapping in Very Shallow Coastal Waters with Phase-Measuring Sidescan Sonar, Geological Society of America Abstracts with Programs, Baltimore, MD, p. 266.
- Giese, G.S., **Borrelli, M.**, Mague, S., T., Barger, P., Smith, T.L., Adams, M.B., 2014. Quantification of Historical Variations in Longshore Sediment Transport Rates: A Tool for Estimating Future Coastal Change, AGU annual meeting, San Francisco, CA.
- Borrelli, M., Smith, T.L., Giese, G.S., 2014. Impact of a Small Anthropogenic Alteration on a Highly Energetic Estuary with Multiple Inlets, Geological Society of America, Vancouver, British Columbia, Canada, p. 0.
- Giese, G.S., **Borrelli, M.,** Mague, S., T., Adams, M.B., Smith, T.L., 2014. Application of a Simple Geomorphic Model to Cape Cod Coastal Change, Abstract ID: 14943 presented at American Geophysical Union Ocean Sciences Biennial Conference. Honolulu, HI. 23-28 Feb.,
- **Borrelli, M.**, (2013). Nearshore Seafloor Mapping in Cape Cod Bay: The Technology, Science, and Management Implications. Cape Cod Natural History Conference. 09 Mar 2013.
- Borrelli, M., Norton*, A.R., Brown*, T.L.B., (2012). Nearshore resource characterization maps: marine spatial planning, capacity building and coastal science in Massachusetts. Abstract B1070 presented at American Geophysical Union Ocean Sciences Biennial Conference. Salt Lake City, UT., 20-24 Feb.
- Brown*, T.L.B., Norton, A.R., Rogers, J., Gontz, A., **Borrelli, M.,** (2012). Creating a high-resolution, high accuracy, seamless map of the marine-terrestrial interface using swath bathymetry, intertidal structures, and terrestrial LiDAR. American Geophysical Union Ocean Sciences Biennial Conference, Salt Lake City, UT., 20-24 Feb., 2012.
- Borrelli, M., Giese G.S., Dingman, S.L., Gontz, A.M., Adams, M.B., Norton*, A.R., Brown*, T.L.B., (2011). Linear Scour Depressions or Bedforms? Using Interferometric Sonar to Investigate Nearshore Sediment Transport. Abstract OS13B-1536 presented at 2011 Fall Meeting, AGU, San Francisco, Calif., 05-09 Dec
- Norton*, A.R., Trembanis, A.C., Brown*, T.L.B., **Borrelli, M.**, (2011). Mapping and quantifying morphological parameters of eelgrass (Zostera marina) beds in eastern Cape Cod Bay, MA using an interferometric sonar system. *21st Biennial Conference of the Coastal and Estuarine Research Federation. Societies, Estuaries and Coasts: Adapting to Change*. 6-10 November 2011, Daytona Beach, Florida.
- Borrelli, M., Brown*, T.L., Norton*, A.R., (2011). Marine Mapping for Managers in Ocean and Coastal

- Parks: Making it Possible with Partnerships. Proceedings, George Wright Society Conference, March 14-18. 2011. New Orleans, LA.
- Brown*, T.L., Norton*, A.R., **Borrelli, M**, Gontz, A. (2011). Shallow water benthic habitat maps for resource managers: The technology and the science. *Proceedings, George Wright Society Conference, March 14-18, 2011, New Orleans, LA.*
- Nichols, O.C., Lind, H., Baldwin, J., Jackett, T., **Borrelli, M.**, Small, P. (2010). Site selection for subtidal aquaculture development areas: a comprehensive habitat mapping approach. *Northeast Aquaculture Conference and Exposition. Plymouth MA*, December, 2010.
- **Borrelli, M.**, Brown*, T.L.B., Norton*, A.R. (2010). Marine Mapping in Coastal National Parks: Management, Science and Technology. Geological Society of America *Abstracts with Programs*, vol. 42, no. 5, p. 563
- **Borrelli, M.** (2010). The efficacy of interferometric sonar to map the seafloor in very shallow waters: Cape Cod National Seashore and vicinity, *Geological Society of America Abstracts with Programs*, vol. 42, no. 1, pp. 103.
- Borrelli, M., Boothroyd, J.C., (2008). The Role of a Flood-Tidal Delta in the Evolution of a Tidal Inlet: Chatham Harbor, Cape Cod, Massachusetts, *Geological Society of America Abstracts with Programs*, Vol. 40, No. 6, p. 92.
- **Borrelli, M.**, Boothroyd, J.C., (2008). Documenting Change Along a Low-Energy Coastal Embayment with Fringing Marsh: A New Proxy-Based Shoreline Indicator. *American Geophysical Union, Ocean Sciences Meeting*, Orlando, FL, March 2008.
- **Borrelli, M.,** (2007). Storm Vulnerability Assessments and Management Implications in Ocean and Coastal National Parks. *The State of the Science for Assessing and Mapping Coastal Hazards, The First Cullowhee Coastal Conference*. Western Carolina University, Cullowhee, North Carolina.
- **Borrelli, M.,** (2006). The Development of a New Method to Predict Inlet Evolution: Links Between Flood-Tidal Delta Morphology and Inlet Configuration: Association of Environmental and Engineering Geologists,
- Borrelli, M., Boothroyd, J.C., Oakley, B.A., (2005). Historic and present-day hydrodynamics of intertidal bedforms in a coastal lagoon: photogrammetric analyses and field surveys: *Geological Society of America Abstracts with Programs*, Vol. 37, No. 1, p. 0
- Borrelli, M. (2002). Sediment bypassing and progradation downdrift of a wave-attenuating jetty. Proceedings of the Northeast Shore and Beach Preservation Association Conference, Woods Hole Oceanographic Institution. October, 2002.
- Wells, J.T., McNinch, J.E., Park, J.Y., **Borrelli, M.**, Freeman, C. W., (2002). A decade of research at the Cape Lookout cuspate foreland: new insights into longshore transport, shoal evolution, spit growth and the regional sediment budget: *EOS Trans. AGU*, 83(47), Fall Meet. Suppl., Abstract OS52F-07, 2002.
- Borrelli, M. and Wells, J.T., (2001). Large-scale volume change and progradation of Power Squadron Spit during a transgression at Cape Lookout, North Carolina: *Geological Society of America Abstracts with Programs* Vol. 33, No. 2, March 2001.
- McNinch, J.E., Freeman, C.W., Bernstein, D., **Borrelli, M.**, (2001). The influence of cuspate forelands on regional circulation, sediment budgets, and carbon cycling: An overview of results: *Geological Society of America Abstracts with Programs* Vol. 33, No. 6, October 2001.
- Borrelli, M. and Wells, J.T., (2000). Welding swash bars and progradation during a transgression: Cape Lookout National Seashore, North Carolina: Southeast Geological Society of America Abstracts with Programs Vol. 33, No. 6, October 2000.

Invited Talks

Borrelli, M. (2016). Wellfleet Harbor Conference

- **Borrelli, M.** (2015). Where does the sand go when the beach erodes? Adding the third dimension to shoreline change. Cape Cod Natural History Conference. Barnstable, MA, 14, March 2015.
- **Borrelli, M.** (2015). Phase-Measuring Sidescan Sonar: Mapping the seafloor in very shallow waters. Center for Coastal and Ocean Mapping University of New Hampshire, Durham, NH, 06 March, 2015
- Borrelli, M. (2015). Phase-Measuring Sidescan Sonars in Very Shallow Coastal Sedimentary Environments. Coastal Ocean Fluid Dynamics Laboratory, Woods Hole Oceanographic Institution, Woods Hole, MA, 30 January 30 2015.
- **Borrelli, M.** (2014). Coastal geology, processes, and management overview. Massachusetts Coastal Erosion Commission. Gloucester, MA, 28 May 2014
- **Borrelli, M.** (2013). Sea Level Rise and Sedimentation in Wellfleet: Climate Change Impacts on Shellfishing in Wellfleet Harbor. Social and Environmental Research Institute's Working Group on Climate Change Impacts on Shellfishing in Wellfleet Harbor. 22, November 2013.
- **Borrelli, M.** (2013) Sea Level Rise in Wellfleet: Understanding the Past, Working in the Present and Preparing for the Future. 2013 State of Wellfleet Harbor Conference. 2, November 2013.
- **Borrelli, M.** (2013). Led panel discussion after screening of *Chasing Ice* at the Science-on-Screen minifestival, as part of the Provincetown Film Festival 2013. Funded by the Alfred B. Sloan Foundation, conducted by the Coolidge Corner Theatre Foundation, Brookline MA. 3, April 2013
- **Borrelli, M.** (2013). Seafloor Mapping for the Location and Characterization of Natural Resources, Shipwrecks and Derelict Fishing Gear. Stellwagon Bank's Sanctuary Advisory Council Meeting. 5, March, 2013
- **Borrelli, M.** (2012) *Understanding the Science of Shoreline Change*. 2012 State of Wellfleet Harbor Conference. 3, November 2012.
- **Borrelli, M.,** Norton, A. R., Brown, T.L.B., (2010). Nearshore Seafloor Mapping in Cape Cod Bay, Massachusetts. New England Estuarine Research Society, Provincetown, MA, October 27-30, 2010.
- Borrelli, M., (2010). Cape Cod Bay Mapping Project—Mapping the shallow waters in Cape Cod Bay, Massachusetts. National Oceanic and Atmospheric Administration's Hydrographic Services Review Panel meeting in Providence, RI, May 5-6, 2010.
- Borrelli, M., Boothroyd, J.C., (2008). Implications of Management Practices in Park-Adjacent Areas: New Inlet Formation in Cape Cod National Seashore *Geological Society of America Abstracts* with Programs, Vol. 40, No. 6, p. 186
- **Borrelli, M.**, (2006). Cape Cod to Cape Lookout: Coastal Processes, Policy and Management Along two Barrier Island Chains. *Institute for the Coastal Marine Environment*. Naples, Italy. October, 2006.
- **Borrelli, M.,** (2006). Predicting Inlet Evolution Using Rectified Aerial Photographs and Field Surveys. Pleasant Bay Symposium 2006: Understanding and Managing a Dynamic Coastal System. Chatham, Massachusetts.

Technical Reports

- Borrelli, M., Giese, G.S., Mague, S.T., Smith, T.L., 2016. Ballston Beach Overwash: Understanding Overwash Events for Science-based Management. Town of Truro Massachusetts, p. 23.
- Giese, G.S., M. Borrelli, S.T. Mague, Smith, T., Barger, P., and P. Hughes, 2014. Assessment of multidecadal coastal change: Provincetown Harbor to Jeremy Point, Wellfleet. Marine Geology Report No.14-1, Center for Coastal Studies, Provincetown, MA. Prepared for the Massachusetts Bay Program, Boston, MA.
- Giese, G.S., M. Borrelli, S.T. Mague, and P. Hughes, 2013, Evaluating century-scale coastal change: Provincetown/Truro line to Provincetown Harbor. Marine Geology Report No.13-1, Center for Coastal Studies, Provincetown, MA, 11 p. Prepared for the Island Foundation, Marion MA.
- Giese, G.S., M. Borrelli, S.T. Mague, and P. Hughes, 2012, Evaluating century-scale coastal change: a

- pilot project for the Beach Point area in Truro and Provincetown, Massachusetts. Marine Geology Report No.12-2, Center for Coastal Studies, Provincetown, MA, 18 p. Prepared for the Island Foundation, Marion MA.
- Giese, G.S., Mague, S.T., Rogers, S.S., **Borrelli, M.**, (2010). A Geomorphic Analysis of the Monomoy Barrier System. Technical report submitted to the Monomoy National Wildlife Refuge, Chatham, Massachusetts. 27 p.
- Borrelli, M., (2009). 137 years of Shoreline Change in Pleasant Bay: 1868 2005. Technical report submitted to the Pleasant Bay Resource Management Alliance. Harwich, Massachusetts. 23 p.

Chaired Sessions:

- Borrelli, M., Leatherman, S.P. (2016) New Research in Coastal Environments. *Geological Society of America Meeting*. Denver, CO, 25-28 September, 2016.
- Borrelli, M., Oakley, B.A. (2016) Marine and Terrestrial Coastal Mapping: Data, Discovery, and Science. *Northeastern Geological Society of America Meeting*, Albany, NY 21- 23 March 2016.
- **Borrelli, M.,** Oakley, B.A. (2015) Coastal and Glacial Processes from Alaska to New England: In Honor of Jon Boothroyd. *Northeastern Geological Society of America Meeting*, Bretton Woods, NH, 23-25 March 2015.
- **Borrelli, M.,** Schupp, C. (2010). Coastal and Nearshore Processes Affecting Our National Parks, Combined Northeastern / Southeastern *Geological Society of America Meeting*, Baltimore, Maryland, 13-16 March 2010.
- **Borrelli, M.,** (2009). Storm Response and Recovery in Ocean and Coastal Parks. George Wright Society Biennial Conference. Doubletree Hotel, Portland, Oregon, 2-6 March 2009.
- Borrelli, M., Beavers, R., (2007). Assessing Storm Hazards in Vulnerable Areas of the National Park Service. George Wright Society Biennial Conference. Crowne Plaza Hotel, St. Paul, Minnesota, 16-20 April 2007.

Select Recent Outreach:

- Borrelli, M. (2014). Sea Level Rise in Wellfleet. Wellfleet Conservation Trust, 16 August 2014.
- **Borrelli, M.** (2014). Seafloor Mapping, Technology, Science, Education and Policy. Cape Cod Sea Camp. 03 May 2014.
- Borrelli, M. (2014). Coastal Erosion, Sea Level Rise and Herring Cove Beach: What Cape Cod might look like in the future. Talk to retirees at Seashore Point, Provincetown, MA. 03 May 2014.
- **Borrelli, M.** (2013). Shipwrecks, Seagrass and Sonar: Mapping the Seafloor in and around Cape Cod Orleans Pond Coalition. 15 September 2013.
- Borrelli, M. (2013). Ballston Beach Overwash Event, March 08-09 2013. Town of Truro MA. 03 August 2013.
- **Borrelli, M.** (2013). Coastal Processes, Science and Public Perception. Community Leadership Institute, 16 May 2013.

PROFESSIONAL ASSOCIATIONS

- Geological Society of America
- American Geophysical Union
- Coastal and Estuarine Research Foundation
- New England Estuarine Research Society

BOARDS AND MEMBERSHIPS

- State Geologic Mapping Advisory Committee: Massachusetts
- Pleasant Bay Alliance, Coastal Work Group

REVIEWER

- Estuarine, Coastal and Shelf Science
- Limnology and Oceanography
- Journal of Coastal Research
- Ocean Engineering
- US National Park Service

Samantha J McFarland

Center for Coastal Studies Hiebert Marine Lab, 5 Holway Ave Provincetown, MA 02657

smcfarland@coastalstudies.org

PROFESSIONAL EXPERIENCE

01/2017 - 12/2019

Center for Coastal Studies, Department of Marine Geology, Provincetown, MA

01/2021 - Present	Assistant Program Director - CGRASS Program
01/2020 - 12/2020	Geospatial Data Specialist
04/2017 - 04/2019	Graduate UAS Mapping Technician and Remote Pilot

Graduate Research Assistant

06/2016 - 01/2017 Research Assistant

The City of Shawnee Kansas, Stormwater Management Program, Shawnee, KS 12/2015 - 06/2016 GIS Technician/ Stormwater Engineering Intern

National Park Service, Division of Natural Resource Management, Multiple Locations

06/2015 - 10/2015	Natural Resource Management GIS Intern, Cape Cod National Seashore
08/2014 - 09/2014	GIS Special Projects Contractor, Bluestone National Scenic River
08/2014 - 09/2014	GIS Special Projects Contractor, Gauley National Recreation Area
05/2014 - 08/2014	Natural Resource Management GIS Intern, New River Gorge NR

EDUCATION

2019 M.S. Marine Science and Technology, University of Massachusetts Boston 2014 GIS Certificate, University of Missouri – Kansas City 2010 B.A. Geology, University of Missouri – Kansas City

MAJOR PROJECTS

Co-Project Manager, Increasing Coastal Resiliency Through Intermunicipal Shoreline Management: Phase 2 (Coastal Resiliency Grant Program FY21, RFR ENV 21 CZM 02)

PUBLICATIONS

Borrelli, M., Giese, G.S., McFarland, S.J., Mague, S.T., and Barger, P. 2022. A Sediment Budget for Cape Cod Bay. Tech Rep: 22-CL02. p. 40.

Borrelli, M., Mague S.T., Legare, B.J., McCormack, B., McFarland, S.J., Solazzo, D., 2021. Mapping Storm Tide Pathways in Cape Cod Bay. Tech. Rep. presented to the Cape Cod Cooperative Extension: 21-CL-05. p. 73.

Borrelli, M., Mague S.T., Legare, B.J., McCormack, B., McFarland, S.J., Solazzo, D., 2021. Mapping Martha's Vineyard Storm Tide Pathways: Aquinnah, Chilmark, Edgartown, Oak Bluffs, Tisbury, & West Tisbury. Tech. Rep. Prepared for the Martha's Vineyard Commission: 21-CL-07, p.35.

Mague S.T., McFarland, S.J., Borrelli, M., 2020. Increasing Coastal Resiliency Through Intermunicipal Shoreline Management. Phase 1 Final Report Prepared for the Towns of Eastham, Wellfleet, Truro, and Provincetown. Tech Rep: 20-CL-04. p. 33.

McFarland, S., 2019. UAS-Based Quantification of Post-Storm Geomorphic Change to a Natural Beach-Dune System. [M.S. Thesis]: University of Massachusetts Boston, 71 p.

Borrelli, M., Smith, T., Legare, B., McFarland, S., McCormack, B. (2019). 'The Shoreline is not the Storyline: Variability in Onshore and Offshore Coastal Sediment Transport'. *54th Annual GSA Northeastern Section Meeting*. Portland, Maine, 15-19 March.

McFarland, S., & Borrelli, M. (2019). 'UAS-Based Quantification of Post-Storm Geomorphic Change to a Natural Beach-Dune System'. *54th Annual GSA Northeastern Section Meeting*. Portland, Maine, 15-19 March.

Giese, G.S., Borrelli, M., Mague, S.T., Barger, P., McFarland, S., 2018. Assessment of the Century-Scale Sediment Budget for the Eastham and Wellfleet Coasts of Cape Cod Bay. A Report Submitted to the Towns of Eastham and Wellfleet, Center for Coastal Studies, Provincetown, MA.

Borrelli, Mark & Oakley, Bryan & Smith, Theresa & Mabee, Stephen & Legare, Bryan & McFarland, Samantha & Woodruff, Jonathan & Giese, Graham. (2017). Onshore-Offshore Surficial Geologic Map of the Wellfleet Quadrangle and Portions of Eastern Cape Cod Bay, Barnstable County, Massachusetts.



John S. Ramsey, PE, D.CE

Principal Coastal Engineer

Evaluation and design of coastal structures and beach nourishment
Development and design of nature-based solutions
Coastal processes analysis
Numerical modeling of estuarine hydrodynamics and water quality
Analysis of coastal flooding and influence of sea level rise

YEARS OF EXPERIENCE

36 (1 with Coastal Solutions; 35 with others)

EDUCATION

M.C.E., Civil (Coastal) Engineering, University of Delaware, 1991 B.S., Civil and Environmental Engineering, Cornell University, 1985

REGISTRATION

Professional Engineer: Commonwealth of Massachusetts #38532

State of Connecticut #27392 State of Louisiana #38818 State of Florida #91028

Municipal Vulnerability Preparedness Certified by Commonwealth of Massachusetts

AFFILIATIONS

American Society of Civil Engineers

- Coastal Zone Management Committee
- Coastal Engineering Practice Committee

Florida Shore and Beach Preservation Association American Shore & Beach Preservation Association

PROFILE

Mr. Ramsey is founder and Principal Coastal Engineer at Coastal Solutions. He has served as Project Manager and/or Principal Investigator for coastal embayment restoration projects, regional shoreline management plans, beach nourishment and coastal structure designs, estuarine water quality/flushing studies, geotechnical engineering, hydrodynamic and sediment transport evaluations, and environmental studies required for permitting of coastal projects. He has co-authored several papers related to littoral processes analysis and has employed innovative numerical methods to develop alternative solutions for complex coastal engineering problems. Mr. Ramsey is well-versed in modern analytical and numerical techniques for evaluating coastal, estuarine, and salt marsh processes. In addition, he is responsible for oversight of engineering services at Coastal Solutions.

RELEVANT EXPERIENCE

Flooding and Sea Level Rise Analysis in Downtown Nantucket, MA

Mr. Ramsey served as project manager for a comprehensive analysis of flooding and sea level rise was completed for Nantucket Island Resorts, in order to make property management decisions in the next 20 to 40 years based on future risk-based decision making based on coastal flooding and sea-level rise scenarios over the next 40 years. The assessment evaluated most of downtown Nantucket and the infrastructure surround Nantucket Harbor and lead to the development of adaptation strategies and designs while assigning priority levels to allow science and data driven implementation of the adaptations.

Evaluation of Coastal Processes and Storm Impacts to Support Resilient Planning and Mitigation Strategies for the Vineyard Haven Harbor Shoreline, Tisbury, MA

Mr. Ramsey served as project manager for a comprehensive study of Vineyard Haven Harbor shoreline to develop an understanding of coastal processes, storm flooding, and sea level rise over the next 30-to-50 years to support a detailed analysis of potential shoreline management strategies and adaptations to provide resiliency for the



shoreline and community infrastructure over the next 50 years. The quantitative assessment of both the risks and potential mitigation strategies required an evaluation of tidal, wave, and sediment transport dynamics within the harbor system, including the Lagoon Pond shoreline in the vicinity of Beach Road, to determine potential storm damage related to infrastructure along the coastline and a quantitative assessment of severe storms as it relates to both tidal flooding (storm surge "pathways") and wave overtopping/damage along the historic district referred to as the "Harbor/Lagoon Pond/SSA Triangle" to provide the Town a "roadmap" that the Town can utilize to proactively plan for projects that will improve the resiliency of the harbor area.

Assessment of Coastal Erosion, Sediment Transport and Prioritization Management Strategy for Scituate Shoreline Protection, Town of Scituate, Massachusetts

Mr. Ramsey served as project manager for a quantitative analysis of town-wide coastal processes to acquire an understanding of alongshore sediment transport along the Scituate coast and a set of prioritization criteria were developed to determine the coastal resiliency of each shoreline section. A range of appropriate shore protection and coastal management strategies were evaluated for each section based on the efficacy of providing shore protection, the anticipated environmental impacts, and the overall cost of construction and maintenance over a 50-year period. As a part of the project, public working sessions were conducted to inform the public regarding both the process and the findings of the planning effort.

Assessment of Shore Protection Options to Improve Coastal Resiliency along the Oak Bluffs Harbor Shoreline, Oak Bluffs, MA

Mr. Ramsey lead the detailed analysis of critical infrastructure vulnerabilities in Oak Bluffs, where much of the major infrastructure concerns are directly related to the shoreline. As environmental conditions related to coastal storms (both northeast storm events and hurricanes) and sea-level rise make the low-lying portions of the Town in the harbor area increasingly vulnerable, it is critical that the Town take proactive steps towards planning infrastructure solutions to mitigate for these impacts. The coastal resiliency plan that is being develop will provide a "roadmap" that the Town can utilize to proactively plan for projects that will improve the coastal resiliency of the area associated with Oak Bluffs Harbor. To support these conceptual resiliency designs, site-specific analyses of wave and tidal dynamics, coastal storms and sea level rise, combined with an evaluation of sediment transport pathways was developed. This aloud alternatives, both structural and non-structural enhancements to existing infrastructure, to be assessed in a quantitative manner and by basing future shore protection decisions on a quantitative analysis of coastal processes and risk matrixes, the Town of Oak Bluffs can plan and implement more cost-effective and sustainable solutions in the long-term.

Assessment of Beach Nourishment and Groin Optimization for Oak Bluffs Shoreline South of the Harbor Entrance, Oak Bluffs, MA.

Mr. Ramsey served as project manager for a comprehensive study of the entire eastern Nantucket Sound facing coast of the Town of Oak Bluffs on Martha's Vineyard was performed in order to help quantify erosion rates and develop possible management solutions to help maintain public beach recreational resources. Sediment transport potential was computed for entire Town shoreline, and the southern half of the shoreline was modeled using a one-line shoreline change model developed in-house. Inputs to the model included average wave conditions computed using the 2-D wave model SWAN. Beach fill scenarios in the range between 12,000 and 56,000 cubic yards were simulated for different sections of the coast. These scenarios included options to reconfigure existing groins along the shoreline in order to improve their utility. Subsequent services included assessment of jetty improvements at the harbor entrance to enhance navigation safety.



Town of Wellfleet Office of the Town Administrator 300 Main Street Wellfleet, MA 02667

June 13, 2022

Patricia Bowie, Coastal Resiliency Specialist Executive Office of Energy & Environmental Affairs Massachusetts Office of Coastal Zone Management 251 Causeway Street, Suite 800 Boston, MA 02114

Re: Coastal Resilience Grant Program FY 23, RFR ENV 23 CZM 02: Increasing Coastal Resiliency Through Intermunicipal Shoreline Management: Phase 3

Dear Ms. Bowie:

On behalf of the Town of Wellfleet we are writing to offer our strong support for phase 3 of the intermunicipal shoreline management approach for the Eastern Cape Cod Bay shoreline. Based on the results thus far, we are excited to continue our coordinated efforts with the towns of Provincetown, Truro, and Eastham, as well as the Center for Coastal Studies, Cape Cod National Seashore, Mass Audubon Wellfleet Bay Wildlife Sanctuary, and Sustainable Coastal Solutions, Inc.

The intermunicipal approach to shoreline management is a multi-phase project that has produced many positive results to date. Phase 1 established a Memorandum of Agreement to pursue responsible stewardship along this shoreline. Phase 2 (June 30, 2022, completion) developed uniform management principles, uniform standard approval conditions, and standard application and plan requirements; recommendations for a regional sand banking system; many regional geospatial datasets; and an inventory of low-lying roads. Phase 3 continues the efforts initiated in Phase 1 and 2 to pursue and implement a regional, science-based shoreline management framework grounded in consistent, uniform management strategies and principles that maximize and sustain the coastal resiliency of Eastern Cape Cod Bay. This phase will pursue development of a regional sediment management program, develop conceptual-level designs for coastal flood mitigation and create a public data portal that will further permit the town-partnership to implement practices that support coastal managers in proactive planning while fostering an open collaboration between the towns, other organizations, and the public.

Although not required, recognizing the importance of completing this project in terms of local and regional resiliency goals and despite limited town resources, the Town of Wellfleet has agreed to manage the project and provide in-kind match, as indicated on the Phase 3 Budget. Over the course of the two-year grant the town shall provide in-kind support for town staff to act as a lead representative for meetings and presentations related to the proposed sand management program; to establish and participate in the Regional Sand Banking Program working group; to prepare for and participate in public outreach and education efforts; to aid in the development and review of the public data portal; to supply necessary data to the Center for Coastal Studies as it relates to on-going shoreline activities; and to review of various documents developed for the project.

Sincerely,

Richard Waldo Town Administrator



Wellfleet Fire Department



10 Lawrence Road, Wellfleet, MA 02667

Richard J. Pauley, Jr. Fire Chief

Phone: (508) 349-3754

Fax: (508) 349-0318

TO:

Richard Waldo, Town Administrator

FROM:

Richard J. Pauley, Jr., Fire Chief

RE:

Ambulance Purchase

DATE:

September 30, 2022

Attached please find a purchase order for one (1) new ambulance as was authorized at the June, 2022, Annual Town Meeting.

I am also including a copy of the funding source (Ambulance Receipts) and the MAPC contract which we have utilized over the last nine (9) years.

As always, please don't hesitate to contact me with any questions.

Respectfully submitted,

Richard J. Pauley, Jr.

Fire Chief

Town of Wellfleet

Fire Department

10 Lawrence Road Wellfleet, MA 02667-7700 Phone: 508 349-3754

508-349-0318 Fax:



PURCHASE ORDER

DATE: Sept. 30, 2022

ORDER#

09302022-01

To: GreenEmergency Vehicles, LLC

530 John Dietsch Boulevard North Attleboro, MA 02763

Keith H. Jackson, Director of Ambulance Sales

Ship To: Wellfleet Fire Department 10 Lawrence Road Wellfleet, MA 02667

DESCRIPTION	AMOUNT
1 - 2023 FORD F550 4x4, HORTON MODEL 623 EMERGENCY MEDICAL VEHICLE, PRICE INCLUDES TRADE ALLOWANCE FOR 2015 CHEVY G4500 TYPE II AMBULANCE	\$ 334,471.00
X V	
FUNDING - AMBULANCE FUND - Article 5.5B FY23 6/22 ATM LINE 02-220-5851-002023	
TOTAL AMOUNT NOT TO EXCEE	\$ 334,471.00

RIAM

ORDERED BY: Richard J. Pauley, Jr., Fire Chief

ORDERED BY: Richard Waldo, Town Administrator

riscal Year: 2023

Start Date: 7/1/2022

end: 07/31/2022

ger History - Detail - Expenditure Ledger

	Comment	Payee		Beginning	Debit	Credit	Ending
Group 2: Segment 4: Program	002023 - FY2023 Capital Project						
ccount: 02-220-5851-002023	Art 5.5b FY23 6/22 ATM - Ambulance Replace Summary:		ace Summary:	0.00	0.00	340,000.00	340,000.0
	Block/Batch:	Posted: (7/01/2022		0.00	340,000.00	340,000.0
Tran. Type: Beginning Bala			robertson				
FY23 ATM 6/21 Ar I	Per ATM 6/21 vote, appropr	ations for capital proj			0.00	340,000.00	340,000.00
Total Group 2: Segment 4: Program		023 - FY2023 Capital Project	0 (-() =)()	00088777	0.00	340,000.00	
Total Group 1: Segment 3: Exp Obj	ect Coc	e: 5851 - Capital; Vehicles			0.00	340,000.00	
Group 1: Segment 3: Exp Object	Coc	e: 5855 - Capital; Public Safety	√ehicles				
Group 2: Segment 4: Program	022	204 - Art. 18 FY23 6/22 ATM - F	ire Engine Replacemen	t		***************************************	
ccount: 02-220-5855-022204	Art. 18 FY	23 6/22 ATM - Fire Engine Repla	ce Summary:	0.00	0.00	100,000.00	100,000.0
	Block/Batch:	Posted: (7/01/2022		0.00	100,000.00	100,000.0
Tran. Type: Beginning Bala	ince	By: r	robertson				, .
Art. 18 FY23 6/22	per 6/22 ATM vote				0.00	100,000.00	100,000.0
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Balance Forward					0.00	8,671.54	8,671.5
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Group 1: Segment 3: Exp Object		e: 5961 - Transfers to the Gener					
Group 2: Segment 4: Program		101 - Transfer to General Fund/	OFUses			ranger works	
ccount: 20-220-5961-596101		sfer to General Fund - OFU	Summary:	0.00	475,000.00	0.00	-475,000.0
	Block/Batch: ATM 6/2	1 Art. 5 Cap Budget Posted: (7/01/2022		365,000.00	0.00	-365,000.0
Tran. Type: Journal Entry		_	robertson				
		I vote from available f ATM 6/21			25,000.00	0.00	-25,000.0
1011	Transfer to GF per 6/21 ATM	vote from available f ATM 6/21	Art. 5 Cap Budget		340,000.00	0.00	-365,000.0
	Block/Batch: Art. 17 F	Y23 6/21 ATM - Para Posted: (7/01/2022		10,000.00	0.00	-375,000.0
Tran. Type: Journal Entry		By: r	robertson				
1036	per town meeting vote	Art. 17 FY	23 6/21 ATM - Par		10,000.00	0.00	-375,000.0
/8/2022 10:19:14 AM		Printed by:	nrobertson				Page 17 of 18



SMART GROWTH AND REGIONAL COLLABORATION

November 10, 2021

Lorna R. Marcoux Director of Sales & Marketing Greenwood Emergency Vehicles, LLC 530 John Dietsch Boulevard North Attleboro, MA 02763

Re: RFP # FCAM 2021 Ambulances

Contract Extension

Dear Ms. Marcoux.

Please accept this letter as notice that the Metropolitan Area Planning Council ("MAPC"), in accordance with Section 3.6 of the contract referenced above, hereby exercises its retained option to extend its contract with Greenwood Emergency Vehicles, LLC ("Greenwood") to provide Horton ambulances and related equipment for an additional one-year term from December 31, 2021 through December 31, 2022.

As per the contract, your company is allowed to submit renewed pricing for the new contract year. Price escalations are contractually limited to 5% for any product under contract. Please send your revised pricing, in the same format as currently is used, to Rana Mana-Doerfer (rmana-doerfer@mapc.org) as soon as possible. Once approved, the new pricing will be added onto the MAPC website for municipal buyers to use.

On behalf of the Fire Chiefs Association Massachusetts ("FCAM") and MAPC, I thank you for your continued services.

Sincerely,

.____

Mark S. Fine

MARK SAMUEL FINE DIRECTOR, MUNICIPAL COLLABORATION

Metropolitan Area Planning Council

0#: (617) 933-0789 / C#: (617) 455-9416 / mfine@mapc.org

GREENWOOD EMERGENCY VEHICLES, LLC

530 John Dietsch Boulevard North Attleboro, Massachusetts 02763 (508) 695-7138

AMBULANCE PROPOSAL

DATE: 20 SEPTEMBER 2022

THIS PROPOSAL HAS BEEN PREPARED FOR:

WELLFLEET FIRE DEPARTMENT 10 LAWRENCE ROAD WELLFLEET, MA 02667

WE HEREBY PROPOSE TO FURNISH TO YOU, SUBJECT TO PROPER EXECUTION OF THE ATTACHED AGREEMENT BY YOU AND BY AN OFFICER OF THIS COMPANY, THE FOLLOWING VEHICLE AND EQUIPMENT TO BE BUILT IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS:

QUANTITY:

ONE (1)

MODEL:

2023 FORD F550 4X4, HORTON MODEL 623 EMERGENCY MEDICAL VEHICLE. PRICE

INCLUDES TRADE ALLOWANCE FOR 2015 CHEVY G4500 TYPE II AMBULKANCE.

PRICE:

\$334,471.00

DELIVERY WILL BE F.O.B. WELLFLEET, MASSACHUSETTS AND WILL BE MADE APPROXIMATELY 450-500 DAYS AFTER RECEIPT AND PROPER EXECUTION OF THE ATTACHED AGREEMENT BY BOTH PARTIES AND RECEIPT OF REQUIRED CHASSIS TO BUILD ON.

THIS PROPOSAL SHALL EXPIRE UNLESS ACCEPTED WITHIN THIRTY (30) DAYS AND MAY BE EXTENDED, IN WRITING, AT THE DISCRETION OF THE COMPANY.

THE UNDERSIGNED CERTIFIES UNDER PENALTIES OF PERJURY THAT THIS BID OR PROPOSAL HAS BEEN MADE AND SUBMITTED IN GOOD FAITH AND WITHOUT COLLUSION OR FRAUD WITH ANY OTHER PERSON. AS USED IN THIS CERTIFICATION, THE WORD "PERSON" SHALL MEAN ANY NATURAL PERSON, BUSINESS, PARTNERSHIP, CORPORATION, UNION, COMMITTEE, CLUB OR OTHER ORGANIZATION, ENTITY OR GROUP OF INDIVIDUALS.

GREENWOOD EMERGENCY VEHICLES, LLC

KEITH H JACKSON

DIRECTOR OF AMBULANCE SALES

CONTRACT

THIS CONTRACT MADE IN DUPLICATE, BY AND BETWEEN GREENWOOD EMERGENCY VEHICLES, LLC. - PARTY OF THE FIRST PART, HEREINAFTER REFERRED TO AS "THE COMPANY", AND: TOWN OF WELLFLEET, MA FIRE DEPARTMENT BY ITS AUTHORIZED REPRESENTATIVES - PARTY OF THE SECOND PART, HEREINAFTER REFERRED TO AS "THE BUYER", WITNESSETH AS FOLLOWS:

- 1. THE COMPANY AGREES TO SELL, UPON THE CONDITIONS WRITTEN BELOW, VEHICLE AND EQUIPMENT IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS, WHICH ARE MADE A PART OF THIS AGREEMENT AND CONTRACT. IN THE EVENT THAT THE COMPANY'S SPECIFICATIONS AND THE BUYER'S SPECIFICATIONS ARE INCORPORATED IN THIS AGREEMENT, BUT ARE IN CONFLICT WITH ONE ANOTHER, THE COMPANY'S SPECIFICATIONS SHALL APPLY.
- 2. THE SAID VEHICLE AND EQUIPMENT SHALL BE DELIVERED BY THE COMPANY WITHIN APPROXIMATELY 450-500 DAYS AFTER RECEIPT OF ORDER AND THE EXECUTION OF THE CONTRACT BY THE BUYER, AND THE RECEIPT AND ACCEPTANCE OF THE SAME BY THE COMPANY AT THE COMPANY'S OFFICE IN NORTH ATTLEBOROUGH, MASS. DELIVERY SHALL BE SUBJECT TO DELAYS DUE TO STRIKES, MATERIALS AVAILABILITY AND OTHER CAUSES BEYOND THE COMPANY'S CONTROL. IF THE BUYER OF THE PRODUCT IS EXEMPT FROM TAXES, IT SHALL BE THE RESPONSIBILITY OF THE BUYER TO COMPLETE THE ATTACHED TAX EXEMPT CERTIFICATE.
- 3. IF FULL ACCEPTANCE TESTS ARE REQUIRED TO BE PERFORMED AT THE BUYER'S LOCATION, SUCH TESTS SHALL BE MADE UPON ARRIVAL AT DESTINATION, WHILE THE VEHICLE IS IN THE CARE, CUSTODY, AND CONTROL OF THE COMPANY. IF NO SUCH TESTS ARE MADE, THEN SAID VEHICLE AND EQUIPMENT SHALL BE CONSIDERED ACCEPTABLE AND IN COMPLIANCE WITH THE CONTRACT AND SPECIFICATIONS.
- 4. IF MORE THAN ONE VEHICLE IS COVERED BY THIS CONTRACT, AND THE VEHICLES ARE SHIPPED ON DIFFERENT DATES, AN INVOICE COVERING EACH VEHICLE OR SHIPMENT SHALL BE RENDERED. LOOSE EQUIPMENT SHIPPED SEPARATELY SHALL BE INVOICED SEPARATELY, AND AMOUNTS PAID AGAINST SUCH INVOICES SHALL BE DEDUCTED FROM THE CONTRACT PRICE UPON FINAL SETTLEMENT.
- 5. THE BUYER AGREES TO MAKE THE VEHICLE OR EQUIPMENT AVAILABLE TO THE SELLER FOR DISPLAY PURPOSES AT TIMES CONVENIENT TO THE BUYER, WITH PRIOR AUTHORIZATION BY THE FIRE CHIEF, OR HIS OR HER DESIGNEE.
- 6. ALL CONTRACTS ARE TAKEN SUBJECT TO THE WRITTEN ACCEPTANCE OF GREENWOOD EMERGENCY VEHICLES, LLC. BY AN OFFICER OF THE COMPANY. WHEN REQUESTED, THE BUYER SHALL FURNISH SATISFACTORY OPINION OF THE BUYER'S ATTORNEY AS TO THE POWER OF THE BUYER TO ENTER INTO SAID CONTRACT, AND THAT SAID CONTRACT IS A VALID, LEGAL AND ENFORCEABLE OBLIGATION OF THE BUYER, AND THAT THE OFFICIAL EXECUTING THE CONTRACT FOR THE BUYER HAS THE AUTHORITY TO DO SO.
- 7. THIS AGREEMENT, INCLUDING ITS APPENDICES, EMBODIES THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, AND MERGES ALL PRIOR DISCUSSIONS AND AGREEMENTS BETWEEN THEM. NO AGENT OR REPRESENTATIVE OF THE COMPANY HAS THE AUTHORITY TO MAKE ANY REPRESENTATIONS, STATEMENTS OR AGREEMENTS NOT EXPRESSED HEREIN. ALL MODIFICATIONS OR AMENDMENTS OF THIS CONTRACT, INCLUDING ITS APPENDICES, MUST BE IN WRITING AND MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EACH PARTY.

- 8. THE VEHICLE COVERED BY THIS CONTRACT IS NOT WARRANTED BY THE COMPANY BY ANY EXPRESS OR IMPLIED WARRANTIES. THE VEHICLE IS SUBJECT TO LIMITED WARRANTIES AS PROVIDED BY THE MANUFACTURERS OF BOTH THE COMPLETED VEHICLE AND ITS COMPONENTS. THE COMPANY IS AN AUTHORIZED SERVICE AND WARRANTY AGENCY FOR MANY OF THE COMPONENTS FURNISHED ON THE VEHICLE, AND ALSO OFFERS THE BUYER ASSISTANCE IN RESOLVING WARRANTY CLAIMS RELATING TO COMPONENTS SERVICED BY OTHER AGENCIES. COPIES OF MAJOR COMPONENT WARRANTIES SHALL BE PROVIDED ON DELIVERY. THE COMPANY SHALL NOT BE LIABLE FOR TECHNICAL OR EDITORIAL ERRORS OR OMISSIONS CONTAINED IN ANY WARRANTY SUPPLIED BY THE MANUFACTURER. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS, WHETHER WRITTEN OR ORAL, AND NO WARRANTY IS EXPRESSED OR IMPLIED, AND THE COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGE, WHETHER BASED ON CONTRACT, TORT OR OTHERWISE.
- 9. THE COMPANY MAKES NO WARRANTY ON, NOR WILL THE COMPANY BE HELD RESPONSIBLE FOR ANY CUSTOMER SUPPLIED EQUIPMENT. THE COMPANY SHALL NOT BE HELD LIABLE FOR ANY EQUIPMENT MALFUNCTIONS ON CUSTOMER SUPPLIED ITEMS SUCH AS EXTRICATION EQUIPMENT, SAWS, RAMS, ETC... THE COMPANY USES THIS EQUIPMENT ONLY FOR THE PURPOSE OF FABRICATING TRAYS AND BRACKETRY AND IS NOT RESPONSIBLE FOR ENSURING PROPER EQUIPMENT OPERATION.
- 10. THE COMPANY RESERVES THE RIGHT TO MAKE PRODUCT IMPROVEMENTS WITHOUT NOTICE,
- 11. APPARATUS PAINT COLOR(S) SHALL BE:

BODY: RED CAB: RED CAB ROOF: RED

- 12. IN THE EVENT AN ORDER IS CANCELLED BEFORE CONSTRUCTION HAS STARTED, A 1% CANCELLATION CHARGE SHALL APPLY. IF WORK HAS STARTED ON THE VEHICLE, CANCELLATION CHARGE SHALL BE 1% PLUS THE ACTUAL COST FOR WORK DONE TO DATE, AS DETERMINED BY THE COMPANY.
- 13. THE VEHICLE BEING PURCHASED SHALL COMPLY WITH KKK STANDARD TO THE EXTENT THE ATTACHED SPECIFICATIONS PERMIT. IF AN ITEM IN ONE OF THESE STANDARDS IS NOT SUPPLIED WITH OR DESIGNED INTO THE VEHICLE, IT IS BECAUSE THE BUYER DID NOT DESIRE TO INCLUDE IT ON THE VEHICLE.
- 14. THE BUYER ACKNOWLEDGES THAT EXTENDED WARRANTIES ARE AVAILABLE ON VARIOUS COMPONENTS OF THE VEHICLE, AND THAT THESE WARRANTIES HAVE BEEN OFFERED FOR PURCHASE AT ADDITIONAL COST. BY EXECUTING THIS CONTRACT, THE BUYER ACKNOWLEDGES THAT NO EXTENDED WARRANTIES ARE A PART OF THIS AGREEMENT UNLESS THEY ARE INCORPORATED INTO THE ATTACHED SPECIFICATIONS.
- 15. "TRADE-IN" VEHICLES (IF APPLICABLE): ALL VEHICLES THAT ARE TO BE TAKEN IN TRADE AS PART OF THIS CONTRACT SHALL BE, ON THE DAY OF DELIVERY, IN THE SAME OPERATING CONDITION AS ON THE DATE OF THIS CONTRACT EXCEPT FOR ORDINARY WEAR AND TEAR. THE BUYER SHALL NOT SELL THE VEHICLE TO A THIRD PARTY WITHOUT THE WRITTEN APPROVAL OF THE COMPANY. TRADE-IN'S SHALL BE SURRENDERED WITH ALL 02 RACKS, STRETCHER MOUNTS, INVERTERS AND OTHER EQUIPMENT WHICH MAY BE NOTED ON ANY ADDITIONAL DESCRIPTIVE DOCUMENTS THAT MAY BE NECESSARY. ALL TRADE-INS SHALL BE DELIVERED BY THE BUYER TO THE COMPANY. OWNERSHIP TRANSFER TO THE COMPANY SHALL NOT TAKE PLACE UNTIL THE TRADE-IN IS DELIVERED AND TRANSFER OF TITLE TAKES PLACE.

16. THE BUYER AGREES TO PAY AS PURCHASE PRICE FOR THE VEHICLE, ACCEPTED AS AFORESAID, THE SUM OF:

THREE HUNDRED THIRTY-FOUR THOUSAND FOUR HUNDRED SEVENTY-ONE DOLLARS & 00/100 \$334,471.00

17. PAYMENT TERMS: 100% PAYMENT SHALL BE MADE UPON DELIVERY. THE MANUFACTURER'S STATEMENT OF ORIGIN FOR THE VEHICLE SHALL BE PRESENTED TO THE BUYER UPON PAYMENT. IN THE EVENT THAT

IN WITNESS WHEREOF, BUYER AND COMPANY HAVE CAUSED THIS CONTRACT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES THIS 20th DAY OF SEPTEMBER 2022

BUYER'S REGISTERED NAME:

TOWN OF WELLFLEET, MA FIRE DEPARTMENT

BY:______

TITLE:____

DATE:____

GREENWOOD EMERGENCY VEHICLES, LLC
530 JOHN DIETSCH BOULEVARD
NORTH ATTLEBOROUGH, MA 02763

BY:_____

KENTH H. JACKSON

TITLE: DIRECTOR OF AMBULANCE SALES

20 SEPTEMBER 2022

DATE:

FEDERAL EXCISE TAX EXEMPTION CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT HE IS
DEPARTMENT).
IT IS UNDERSTOOD THAT THE EXEMPTION FROM TAX IN THE CASE OF SALES OF ARTICLES UNDER THIS EXEMPTION CERTIFICATE TO THE STATES, TERRITORIES OF THE UNITED STATES, ETC., IS FOR ITS EXCLUSIVE USE, AND IT IS AGREED THAT IF ARTICLES ARE PURCHASED OR SOLD TO EMPLOYEES OR OTHERS, SUCH FACT WILL BE REPORTED AND TAX PAID BY ME TO THE DISTRICT DIRECTOR OF INTERNAL REVENUE FOR THE DISTRICT IN WHICH THAT SALE WAS MADE.
IT IS ALSO UNDERSTOOD THAT THE FRAUDULENT USE OF THIS CERTIFICATE TO SECURE EXEMPTION WILL SUBJECT THE UNDERSIGNED AND ALL GUILTY PARTIES TO A FINE OF NOT MORE THAN \$10,000.00 OR TO IMPRISONMENT FOR NOT MORE THAN FIVE (5) YEARS OR BOTH, TOGETHER WITH COSTS OF PROSECUTION
BY:(SIGNATURE)
(TITLE)
(DATE)

NOTE: FEDERAL EXCISE TAX WILL BE ADDED IF THE ABOVE FORM IS NOT COMPLETED AND SIGNED.

GREENWOOD EMERGENCY VEHICLES, LLC

530 John Dietsch Boulevard North Attleboro, Massachusetts 02763 (508) 695-7138

AMBULANCE PROPOSAL

DATE: 20 SEPTEMBER 2022

THIS PROPOSAL HAS BEEN PREPARED FOR:

WELLFLEET FIRE DEPARTMENT 10 LAWRENCE ROAD WELLFLEET, MA 02667

WE HEREBY PROPOSE TO FURNISH TO YOU, SUBJECT TO PROPER EXECUTION OF THE ATTACHED AGREEMENT BY YOU AND BY AN OFFICER OF THIS COMPANY, THE FOLLOWING VEHICLE AND EQUIPMENT TO BE BUILT IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS:

QUANTITY:

ONE (1)

MODEL:

2023 FORD F550 4X4, HORTON MODEL 623 EMERGENCY MEDICAL VEHICLE. PRICE

INCLUDES TRADE ALLOWANCE FOR 2015 CHEVY G4500 TYPE II AMBULKANCE.

PRICE:

\$334,471.00

DELIVERY WILL BE F.O.B. WELLFLEET, MASSACHUSETTS AND WILL BE MADE APPROXIMATELY 450-500 DAYS AFTER RECEIPT AND PROPER EXECUTION OF THE ATTACHED AGREEMENT BY BOTH PARTIES AND RECEIPT OF REQUIRED CHASSIS TO BUILD ON.

THIS PROPOSAL SHALL EXPIRE UNLESS ACCEPTED WITHIN THIRTY (30) DAYS AND MAY BE EXTENDED, IN WRITING, AT THE DISCRETION OF THE COMPANY.

THE UNDERSIGNED CERTIFIES UNDER PENALTIES OF PERJURY THAT THIS BID OR PROPOSAL HAS BEEN MADE AND SUBMITTED IN GOOD FAITH AND WITHOUT COLLUSION OR FRAUD WITH ANY OTHER PERSON. AS USED IN THIS CERTIFICATION, THE WORD "PERSON" SHALL MEAN ANY NATURAL PERSON, BUSINESS, PARTNERSHIP, CORPORATION, UNION, COMMITTEE, CLUB OR OTHER ORGANIZATION, ENTITY OR GROUP OF INDIVIDUALS.

GREENWOOD EMERGENCY VEHICLES, LLC

KEITH H JACKSON

DIRECTOR OF AMBULANCE SALES

CONTRACT

THIS CONTRACT MADE IN DUPLICATE, BY AND BETWEEN GREENWOOD EMERGENCY VEHICLES, LLC. - PARTY OF THE FIRST PART, HEREINAFTER REFERRED TO AS "THE COMPANY", AND: TOWN OF WELLFLEET, MA FIRE DEPARTMENT BY ITS AUTHORIZED REPRESENTATIVES - PARTY OF THE SECOND PART, HEREINAFTER REFERRED TO AS "THE BUYER", WITNESSETH AS FOLLOWS:

- 1. THE COMPANY AGREES TO SELL, UPON THE CONDITIONS WRITTEN BELOW, VEHICLE AND EQUIPMENT IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS, WHICH ARE MADE A PART OF THIS AGREEMENT AND CONTRACT. IN THE EVENT THAT THE COMPANY'S SPECIFICATIONS AND THE BUYER'S SPECIFICATIONS ARE INCORPORATED IN THIS AGREEMENT, BUT ARE IN CONFLICT WITH ONE ANOTHER, THE COMPANY'S SPECIFICATIONS SHALL APPLY.
- 2. THE SAID VEHICLE AND EQUIPMENT SHALL BE DELIVERED BY THE COMPANY WITHIN APPROXIMATELY 450-500 DAYS AFTER RECEIPT OF ORDER AND THE EXECUTION OF THE CONTRACT BY THE BUYER, AND THE RECEIPT AND ACCEPTANCE OF THE SAME BY THE COMPANY AT THE COMPANY'S OFFICE IN NORTH ATTLEBOROUGH, MASS. DELIVERY SHALL BE SUBJECT TO DELAYS DUE TO STRIKES, MATERIALS AVAILABILITY AND OTHER CAUSES BEYOND THE COMPANY'S CONTROL. IF THE BUYER OF THE PRODUCT IS EXEMPT FROM TAXES, IT SHALL BE THE RESPONSIBILITY OF THE BUYER TO COMPLETE THE ATTACHED TAX EXEMPT CERTIFICATE.
- 3. IF FULL ACCEPTANCE TESTS ARE REQUIRED TO BE PERFORMED AT THE BUYER'S LOCATION, SUCH TESTS SHALL BE MADE UPON ARRIVAL AT DESTINATION, WHILE THE VEHICLE IS IN THE CARE, CUSTODY, AND CONTROL OF THE COMPANY. IF NO SUCH TESTS ARE MADE, THEN SAID VEHICLE AND EQUIPMENT SHALL BE CONSIDERED ACCEPTABLE AND IN COMPLIANCE WITH THE CONTRACT AND SPECIFICATIONS.
- 4. IF MORE THAN ONE VEHICLE IS COVERED BY THIS CONTRACT, AND THE VEHICLES ARE SHIPPED ON DIFFERENT DATES, AN INVOICE COVERING EACH VEHICLE OR SHIPMENT SHALL BE RENDERED. LOOSE EQUIPMENT SHIPPED SEPARATELY SHALL BE INVOICED SEPARATELY, AND AMOUNTS PAID AGAINST SUCH INVOICES SHALL BE DEDUCTED FROM THE CONTRACT PRICE UPON FINAL SETTLEMENT.
- 5. THE BUYER AGREES TO MAKE THE VEHICLE OR EQUIPMENT AVAILABLE TO THE SELLER FOR DISPLAY PURPOSES AT TIMES CONVENIENT TO THE BUYER, WITH PRIOR AUTHORIZATION BY THE FIRE CHIEF, OR HIS OR HER DESIGNEE.
- 6. ALL CONTRACTS ARE TAKEN SUBJECT TO THE WRITTEN ACCEPTANCE OF GREENWOOD EMERGENCY VEHICLES, LLC. BY AN OFFICER OF THE COMPANY. WHEN REQUESTED, THE BUYER SHALL FURNISH SATISFACTORY OPINION OF THE BUYER'S ATTORNEY AS TO THE POWER OF THE BUYER TO ENTER INTO SAID CONTRACT, AND THAT SAID CONTRACT IS A VALID, LEGAL AND ENFORCEABLE OBLIGATION OF THE BUYER, AND THAT THE OFFICIAL EXECUTING THE CONTRACT FOR THE BUYER HAS THE AUTHORITY TO DO SO.
- 7. THIS AGREEMENT, INCLUDING ITS APPENDICES, EMBODIES THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, AND MERGES ALL PRIOR DISCUSSIONS AND AGREEMENTS BETWEEN THEM. NO AGENT OR REPRESENTATIVE OF THE COMPANY HAS THE AUTHORITY TO MAKE ANY REPRESENTATIONS, STATEMENTS OR AGREEMENTS NOT EXPRESSED HEREIN. ALL MODIFICATIONS OR AMENDMENTS OF THIS CONTRACT, INCLUDING ITS APPENDICES, MUST BE IN WRITING AND MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EACH PARTY.

- 8. THE VEHICLE COVERED BY THIS CONTRACT IS NOT WARRANTED BY THE COMPANY BY ANY EXPRESS OR IMPLIED WARRANTIES. THE VEHICLE IS SUBJECT TO LIMITED WARRANTIES AS PROVIDED BY THE MANUFACTURERS OF BOTH THE COMPLETED VEHICLE AND ITS COMPONENTS. THE COMPANY IS AN AUTHORIZED SERVICE AND WARRANTY AGENCY FOR MANY OF THE COMPONENTS FURNISHED ON THE VEHICLE, AND ALSO OFFERS THE BUYER ASSISTANCE IN RESOLVING WARRANTY CLAIMS RELATING TO COMPONENTS SERVICED BY OTHER AGENCIES. COPIES OF MAJOR COMPONENT WARRANTIES SHALL BE PROVIDED ON DELIVERY. THE COMPANY SHALL NOT BE LIABLE FOR TECHNICAL OR EDITORIAL ERRORS OR OMISSIONS CONTAINED IN ANY WARRANTY SUPPLIED BY THE MANUFACTURER. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS, WHETHER WRITTEN OR ORAL, AND NO WARRANTY IS EXPRESSED OR IMPLIED, AND THE COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGE, WHETHER BASED ON CONTRACT, TORT OR OTHERWISE.
- 9. THE COMPANY MAKES NO WARRANTY ON, NOR WILL THE COMPANY BE HELD RESPONSIBLE FOR ANY CUSTOMER SUPPLIED EQUIPMENT. THE COMPANY SHALL NOT BE HELD LIABLE FOR ANY EQUIPMENT MALFUNCTIONS ON CUSTOMER SUPPLIED ITEMS SUCH AS EXTRICATION EQUIPMENT, SAWS, RAMS, ETC... THE COMPANY USES THIS EQUIPMENT ONLY FOR THE PURPOSE OF FABRICATING TRAYS AND BRACKETRY AND IS NOT RESPONSIBLE FOR ENSURING PROPER EQUIPMENT OPERATION.
- THE COMPANY RESERVES THE RIGHT TO MAKE PRODUCT IMPROVEMENTS WITHOUT NOTICE.
- 11. APPARATUS PAINT COLOR(S) SHALL BE:

BODY: RED CAB: RED CAB ROOF: RED

- 12. IN THE EVENT AN ORDER IS CANCELLED BEFORE CONSTRUCTION HAS STARTED, A 1% CANCELLATION CHARGE SHALL APPLY. IF WORK HAS STARTED ON THE VEHICLE, CANCELLATION CHARGE SHALL BE 1% PLUS THE ACTUAL COST FOR WORK DONE TO DATE, AS DETERMINED BY THE COMPANY.
- 13. THE VEHICLE BEING PURCHASED SHALL COMPLY WITH KKK STANDARD TO THE EXTENT THE ATTACHED SPECIFICATIONS PERMIT. IF AN ITEM IN ONE OF THESE STANDARDS IS NOT SUPPLIED WITH OR DESIGNED INTO THE VEHICLE, IT IS BECAUSE THE BUYER DID NOT DESIRE TO INCLUDE IT ON THE VEHICLE.
- 14. THE BUYER ACKNOWLEDGES THAT EXTENDED WARRANTIES ARE AVAILABLE ON VARIOUS COMPONENTS OF THE VEHICLE, AND THAT THESE WARRANTIES HAVE BEEN OFFERED FOR PURCHASE AT ADDITIONAL COST. BY EXECUTING THIS CONTRACT, THE BUYER ACKNOWLEDGES THAT NO EXTENDED WARRANTIES ARE A PART OF THIS AGREEMENT UNLESS THEY ARE INCORPORATED INTO THE ATTACHED SPECIFICATIONS.
- 15. "TRADE-IN" VEHICLES (IF APPLICABLE): ALL VEHICLES THAT ARE TO BE TAKEN IN TRADE AS PART OF THIS CONTRACT SHALL BE, ON THE DAY OF DELIVERY, IN THE SAME OPERATING CONDITION AS ON THE DATE OF THIS CONTRACT EXCEPT FOR ORDINARY WEAR AND TEAR. THE BUYER SHALL NOT SELL THE VEHICLE TO A THIRD PARTY WITHOUT THE WRITTEN APPROVAL OF THE COMPANY. TRADE-IN'S SHALL BE SURRENDERED WITH ALL 02 RACKS, STRETCHER MOUNTS, INVERTERS AND OTHER EQUIPMENT WHICH MAY BE NOTED ON ANY ADDITIONAL DESCRIPTIVE DOCUMENTS THAT MAY BE NECESSARY. ALL TRADE-INS SHALL BE DELIVERED BY THE BUYER TO THE COMPANY. OWNERSHIP TRANSFER TO THE COMPANY SHALL NOT TAKE PLACE UNTIL THE TRADE-IN IS DELIVERED AND TRANSFER OF TITLE TAKES PLACE.

16. THE BUYER AGREES TO PAY AS PURCHASE PRICE FOR THE VEHICLE, ACCEPTED AS AFORESAID, THE SUM OF:

THREE HUNDRED THIRTY-FOUR THOUSAND FOUR HUNDRED SEVENTY-ONE DOLLARS & 00/100 \$334,471.00

17. PAYMENT TERMS: 100% PAYMENT SHALL BE MADE UPON DELIVERY. THE MANUFACTURER'S STATEMENT OF ORIGIN FOR THE VEHICLE SHALL BE PRESENTED TO THE BUYER UPON PAYMENT. IN THE EVENT THAT

IN WITNESS WHEREOF, BUYER AND COMPANY HAVE CAUSED THIS CONTRACT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES THIS 20th DAY OF SEPTEMBER 2022

BUYER'S REGISTERED NAME:

TOWN OF WELLFLEET, MA FIRE DEPARTMENT

BY:______

TITLE:____

DATE:____

GREENWOOD EMERGENCY VEHICLES, LLC
530 JOHN DIETSCH BOULEVARD
NORTH ATTLEBOROUGH, MA 02763

BY:______

KENTH H. JACKSON

TITLE: DIRECTOR OF AMBULANCE SALES

DATE: 20 SEPTEMBER 2022

FEDERAL EXCISE TAX EXEMPTION CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT HE	IS(TITLE OF OFFICER)
WELLFLEET, MASSACHUSETTS (STATE, TERRITOR'	Y OF THE UNITED STATES, OR POLITICAL SUBDIVISION
	AX-EXEMPT VOLUNTEER FIRE DEPARTMENT) THAT HE IS
	ID THAT THE ARTICLE OR ARTICLES SPECIFIED IN THE
	GREENWOOD EMERGENCY VEHICLES, LLC. FOR THE
EXCLUSIVE USE OF	(STATE, TERRITORY OF UNITED STATES, OR RICT OF COLUMBIA, OR TAX EXEMPT VOLUNTEER FIRE
	RICT OF COLUMBIA, OR TAX EXEMPT VOLUNTEER FIRE
DEPARTMENT).	
	TAX IN THE CASE OF SALES OF ARTICLES UNDER THIS
EXEMPTION CERTIFICATE TO THE STATES, TER	RITORIES OF THE UNITED STATES, ETC., IS FOR ITS
	ES ARE PURCHASED OR SOLD TO EMPLOYEES OR OTHERS, ME TO THE DISTRICT DIRECTOR OF INTERNAL REVENUE
FOR THE DISTRICT IN WHICH THAT SALE WAS MA	
TOK THE DISTRICT IN WHICH THAT SALE WAS MA	DL.
IT IS ALSO UNDERSTOOD THAT THE FRAUDULENT	USE OF THIS CERTIFICATE TO SECURE EXEMPTION WILL
	RTIES TO A FINE OF NOT MORE THAN \$10,000.00 OR TO
	ARS OR BOTH, TOGETHER WITH COSTS OF PROSECUTION.
. ,	
BY:(SIGNATURE)	
(SIGNATURE)	
(TITLE)	
(
(DATE)	

NOTE: FEDERAL EXCISE TAX WILL BE ADDED IF THE ABOVE FORM IS NOT COMPLETED AND SIGNED.



CONTRACT FOR GOODS AND SERVICES

BY AND BETWEEN

METROPOLITAN AREA PLANNING COUNCIL

AND

GREENWOOD EMERGENCY VEHICLES, INC.

This AGREEMENT, dated June 4, 2015, is made and entered into by and between the Metropolitan Area Planning Council ["MAPC"], a public body politic and corporate, established by Chapter 40B, Sections 24 through 29 of the Massachusetts General Laws, with its principal office at 60 Temple Place, Boston, Massachusetts 02111, acting as the collective purchasing agent for the Fire Chiefs Association of Massachusetts, Inc. ["FCAM"] and its Members ["Buyers"] pursuant to Chapter 7, Section 22B of the Massachusetts General Laws and without liability to MAPC, and Insert Greenwood Emergency Vehicles, Inc. ["Vendor"], with its principal office at 530 John Dietsch Boulevard, North Attleboro, Massachusetts 02763.

Witnesseth that the partles AGREE as follows:

Article |

General Description of the Work

1. Pursuant to the Terms and Conditions of this AGREEMENT, including any Additional and Special Terms and Conditions listed in Exhibit C, the Request for Proposals ["RFP"] – RFP No. FCAM 2015 Ambulances attached in Exhibit B; and the Vendor's Price Proposal and Technical Proposal attached in Exhibit F, MAPC hereby engages the Vendor to provide the following goods and/or services to the Buyers: Horton Ambulances and Equipment.

Article II

Services of the Vendor

- The Vendor will provide the goods and/or services as described in the RFP cited in Article 1
 (above).
- 3. The Vendor shall report, and be responsible, to MAPC or its designee as set forth on Exhibit A.
- 4. There shall be no amendment to this AGREEMENT without the written approval of MAPC. MAPC shall be under no obligation to pay for any goods provided or services performed by the Vendor.

Greenwood Ambulances 2015 Page 1 of 13



- 5. The Vendor represents and warrants to MAPC as follows:
 - That it and all its personnel (whether employees, agents or Independent Vendors) are qualified and duly licensed as required by law and/or local municipal code to provide services and/or goods required by this AGREEMENT.
 - ii. That it further agrees to perform services, including manufacturing, in a professional manner adhering to a reasonable standard of care and in accordance with all applicable State or Federal laws, rules and regulations.
 - iii. That it will obtain any and all permits, bonds, insurances and other items required for the proper and legal performance of the work.
 - iv. That it is not a party to any AGREEMENT, contract or understanding, which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this AGREEMENT.

Article III

Performance of the Vendor

- 6. In the performance of service under this AGREEMENT, the Vendor acts at all times as an independent contractor. There is no relationship of employment or agency between MAPC, on the one hand, and the Vendor on the other, and neither party shall have nor exercise any control or direction over the method by which the other performs its work or functions aside from such control or directions as provided in this AGREEMENT which the parties view as consistent with their independent Vendor relationship.
- 7. The Vendor agrees to be responsible for and warrantee the work of its subcontractors listed in Exhibit D and to ensure their compliance with all legal, quality and performance requirements of the Request for Proposals ["RFP"] RFP No. FCAM 2015 Ambulances attached in Exhibit B; and the Vendor's Price Proposal and Technical Proposal attached in Exhibit F. The Vendor may not use subcontractors not named in Exhibit D without the prior written consent of MAPC, which will not unreasonably be withheld.

Article IV

Time of Performance

8. Time shall be of the essence in relation to Vendor's performance under this AGREEMENT. Vendor shall complete performance as promised in its quote that accompanies the Buyer's purchase order or other document confirming its authorization to the Vendor to proceed. Reasonable extensions shall be granted by the Buyer at the written request of the Vendor, provided the justifying circumstances are documented by and are beyond the reasonable control of Vendor and without fault of Vendor. In the event of such an extension, all other terms and conditions of this AGREEMENT, except the dates of commencement and completion of performance, shall remain in full force and effect between the parties unless modified in writing.

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- 9. In the absence of such an extension, liquidated damages shall be due the Buyer in the amount of 0.1% (one-tenth of one percent) of the face value of the Vendor's quoted or modified purchase price for each day performance exceeds the promised date(s). Such liquidated damages may be acknowledged in Vendor's final invoice or taken by Buyer as a deduction to such final invoice.
- 10. Any dispute in the amount of liquidated damages shall be submitted to arbitration by either Buyer or Vendor through the American Arbitration Association within 10 (ten) business days of written notice given by the party declaring impasse. Vendor and Buyer agree to fully comply with the arbitrator's decision within a reasonable time.

Article V

Revisions in the Work to Be Performed

- 11. If during the Vendor's Time of Performance, Buyer requires revisions or other changes to be made in the scope or character of the work to be performed, Buyer will promptly notify Vendor in writing. For any changes to the scope of work, Vendor shall provide Buyer with a written quote of change in price and/or change in time of performance and shall proceed with such changes only upon written consent of Buyer, which shall be construed as a modification to Buyer's original purchase order.
- 12. Buyer will neither unreasonably request revisions nor unreasonably withhold final-acceptance of delivered products.

Article VI

Term of Agreement

- 13. The term of this AGREEMENT shall commence upon execution and will continue until December 31, 2015, or until otherwise terminated as provided by this AGREEMENT or the RFP.
 - 14. MAPC reserves the right at its sole discretion to extend the contract for up to two (2) additional one-year terms ending December 31, 2016 and December 31, 2017 respectively.
 - 15. In the event new contracts have not been procured and awarded before the end of a second contract extension, MAPC reserves the right at its sole discretion to extend the contract for an additional period of time until new contracts have been procured and awarded. However, in no instance shall any contract term, including extensions, exceed three (3) years in total.
 - 16. The Vendor agrees to perform promptly upon execution of this AGREEMENT and will diligently and faithfully perform in accordance with the provisions hereof.

Article VII



Orders, Fees, Involces, and Payments

17. Orders, fees, involces, and payment shall be processed and paid as specified in Section 10 - Terms & Conditions of the RFP.

Article VIII

Assignment

18. Neither party shall assign, transfer or otherwise dispose of this AGREEMENT or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party. Any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.

Article IX

Indemnification

19. The Vendor agrees to indemnify and save MAPC, FCAM, and the Buyers harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by the Vendor (including all its employees or agents) in performing under this AGREEMENT, or any breach of the terms of this AGREEMENT, which constitute an obligation of the Vendor. The Vendor shall reimburse MAPC, FCAM, and the Buyers for any and all costs, damages, and expenses including reasonable attorney's fees which MAPC, FCAM, and the Buyers pays, or becomes obligated to pay, by reason of such activities or breach. The provisions of this Section shall be in addition to and shall not be construed as a limitation on any other legal rights of MAPC, FCAM, and the Buyers expressed or not expressed in the RFP and with respect to this AGREEMENT.

Article XI

Insurance

- 20. Before performing under this AGREEMENT, the Vendor shall obtain, and shall maintain throughout the term of this AGREEMENT, insurance at limits specified in the RFP and provide written documentation of such in the form specified in the RFP.
- 21. The Vendor shall give MAPC 20 days (twenty) written notice and copies of documentation in the event of any change or cancellation of coverage.

Article XII

Termination of Agreement

22. Either MAPC or the Vendor may terminate this AGREEMENT for cause upon written notice given

Page 4 of 13



- by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and satisfactory manner.
- 23. MAPC shall have the right to terminate this AGREEMENT for its convenience upon fourteen (14) calendar days of written notice.
- 24. Following termination of this AGREEMENT, the parties shall be relieved of all further obligations hereunder except that:
- 25. MAPC shall not be liable for payments for the services and/or expenses or lost profits of the Vendor in the event of termination.
- 26. The Vendor shall remain liable for any damages, expenses or liabilities arising under this AGREEMENT (including its indemnity obligations) with respect to work performed pursuant to the AGREEMENT.

Article XIII

Entirety of Agreement

- 27. This AGREEMENT, together with its Exhibits, the RFP referenced above and its Addenda, the required supplemental documents and any additional exhibits, constitute the entire AGREEMENT between MAPC and the Vendor with respect to the matters set forth therein and may not be changed (amended, modified or terms waived) except by a writing signed by both parties. Any notices required or allowed shall be sent by receipt-verified mail, email, fax or courier to the persons designated in Exhibit A.
- 28. The provisions of the RFP and the Vendor's Proposal are incorporated herein by reference. In the event of any conflict among the Contract Documents, the documents shall be construed according to the following priorities:

Highest Priority:

Amendments to Contract (If any)

Second Priority:

Contract

Third Priority:

Addenda to the RFP (if any)

Fourth Priority:

RFP

Fifth Priority:

Vendor's Proposal

Article XIV

Severability

29. In the event any provision of this AGREEMENT is found by a court of appropriate jurisdiction to

Greenwood Ambulances 2015 Page 5 of 13



be unlawful or invalid, the remainder of the AGREÉMENT shall remain and continue in full force and effect.

Article XV

Governing Law and Jurisdiction

30. This AGREEMENT shall be governed by, construed and enforced in accordance with laws of the Commonwealth of Massachusetts. MAPC, Vendors, and Buyers agree to submit their respective jurisdiction and venue to the state and federal courts in the Commonwealth of Massachusetts to resolve any disputes or disagreements that may arise under any provision of this AGREEMENT.

Article XVI

Notice

31. Except as otherwise expressly provided in this AGREEMENT, any decision or action by MAPC relating to this AGREEMENT, its operation, or termination, shall be made only by MAPC or its designated representative identified in Exhibit A.



IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized officers on the date written below.

For MAPC by or on behalf of the Fire Chiefs Association of Massachusetts and its Members:

Mulli	6/4/15
Signature	Date
Marc D. Draisen	
Name	
Executive Director	
Title	
For the VENDOR:	G/S/15
* Signature	* Date
MSNES	
* Title	
MARLYWACOCNALO	

* Affix Corporate Seal

* Name



EXHIBIT A

Notice Addressees

For MAPC:	For the VENDOR:
Marc Draisen	. WAMELWA COUNCO
Name	* Name
Executive Director	VP SAUD
T'itle	* Title
MAPC	<u>GREENWOOD EMERGENY VEHI</u> CLES, INC
Organization	Organization
60 Temple Place	530 J. DIETSCH BLVO-
Street Address	* Street Address
Boston, MA 02111	N. ATTUBBONO, MA 02763
City, State, ZIP	* Street Address
617.933.0700	508.809.9810
Phone	* Phone
617.482.7185	508.699.6842
Fax	* Fax
mdralsen@mapc.org	MMA COONALDE BREENWOODEV. COM
email	* email



Ехнівіт В

Request for Proposal #

Greenwood Ambulances 2015 Page 9 of 13



EXHIBIT C

Special Terms & Conditions

- 1. Vendor attests to and warrants any and all representations made in Vendor's Complete Price and Complete Technical Proposals including, but not limited to, any and all representations and warranties made by it that exceed those of the manufacturers of products and assemblies used in its manufacture of subject apparatus and fitments.
- 2. Vendor shall indemnify Buyer for any and all loss of value of manufacturers' warranties incurred prior to Vendor's complete performance with regard to each individual Buyer.

* * * * * *



EXHIBIT D

Subcontractors

1. None

Ambulances 2015 Page 11 of 13



<u>Ехнівіт Е</u>

Other Documents:

1. Insurance Guarantee(s)_(to be provided for Contract execution)

Client#: 61702

GREENEME

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/16/2015

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

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

PRODUCER	Mary Lou Scolaro				
Starkweather & Shepley	PHONE Extle 401 435-3600 (AZC, N	, 401-431-9329			
PO Box 549	ADDRESS: mscolaro@starshep.com				
Providence, RI 02901-0549	Insurer(8) Affording Coverage	NAIC#			
401 435-3600	INBURER A:				
INSURED	INSURER B: General Star Indemnity Company				
Greenwood Emergency Vehicles, Inc.	MSURER C. Memic Group	25874			
530 John Dietsch Boulevard	INSURER D: Travelers Insurance Company				
North Attleboro, MA 02763	INSURER E: Peerless Insurance Co.	24198			
	INSURER F:				

REVISION NUMBER: CERTIFICATE NUMBER: COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ISR TR	TYPE OF INSURANCE	ADDLISUINSR WY	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMIT	3
IK.	GENERAL LIABILITY	Y	A4GA5971C142	10/9/2014	10/9/2015	EACH OCCURRENCE	¥1,000,000
1	X COMMERCIAL GENERAL LIABILITY	1	1			PREMISES (EA OCCUTENCE)	\$
	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$6,000
	Per written contract		1	1		PERSONAL & ADV INJURY	\$1,000,000
				4	i	GENERAL AGGREGATE	\$3,000,000
	or agreement		1	1	l i	PRODUCTS - COMP/OP AGG	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$
	POLICY FOO- LOC AUTOMOBILE LIABILITY		BA8082024	10/09/2014	10/09/2015	COMBINED SINGLE LIMIT (Es accident)	\$1,000,000
1			2,1300201			BODILY INJURY (Per person)	\$
						BOOILY INJURY (Per accident)	\$
	ALL.OWNED AUTOS AUTOS NON-OWNED AUTOS			"		PROPERTY DAMAGE (Per scokent)	\$
	X HIRED AUTOS AUTOS			- i			\$
3	X UMBRELLA LIAB X OCCUR		IXG402812G	10/09/2014	10/09/2015	EACH OCOURRENCE	\$1,000,000
•	EXCESS LIAB CLAIMS-MADE		1,7,0,10,20,1,20		1	AGGREGATE	\$
	GOL HAVE BY IN IN		.	1			\$
:	DED RETENTIONS WORKERS COMPENSATION		3102801244	10/09/2014	10/09/2015	X WC STATU OTH	
	AND EMPLOYERS' LIABILITY					E.L. EACH ACCIDENT	\$1,000,000
	ANY PROPRIETOR PARTHER EXECUTIVE N	ALN				ET Dis	R.L. DISEASE - EA EMPLOYEE
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LINKT	\$1,000,000
)	Garage Liability		A4GA5971C142	10/09/2014	10/09/2015		
_	OTHER THAN					\$3,000,000. AGGRE	GATE
	AUTO				1	\$1,000,000.	

DESCRIPTION OF GPERATIONS / LOCATIONS / VEHICLES (Altach ACORD 101, Additional Remarks Schedule, If more space is required) MAPC and FCAM are included as additional insureds (excluding Worker's Compensation) as respects work being performed by the insured as per written contract or agreement.

CERTIFICATE HOLDER	CANCELLATION
MAPC 60 Temple Place	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Boston, MA 02111	AUTHORIZED REPRESENTATIVE
	many it. Sealar
the state of the s	

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)
ACORD	

CERTIFICATE OF LIABILITY INSURANCE

7/1/2015

DATE (MM/DD/YYYY) 4/1/2015

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

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

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081	GONTACY NAME: PHONE IAC, No. Ext): E-MAIL ADDRESS:				
(314) 432-0500	INSURER(S) AFFORDING COVERAGE	NAKC#			
	INSURER A: First Specialty Insurance Corporation	34916			
INSURED 1328946 Horton Emergency Vehicles Company 165 American Way Jeffetson NC 28640	INSURER B: The Phoenix Insurance Company	25623			
	INSURER C: AXIS Surplus Insurance Company	26620			
	NSURER D: The Charter Oak Fire Insurance Company	25615			
	INSURER E: North American Specialty Insurance Co	29874			
	INSURER F:				

COVERAGES HOREN60 CERTIFICATE NUMBER: 13424637 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

_	CLUSIONS AND CONDITIONS OF SUCH	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	8
iR R	Andrewson of Arthroat Liability				7/1/2014	7/1/2015	EACH OCCURRENCE	\$ 1,000,000
١,	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y	N	IRG2001384-01	1/1/2014	71 112413	DAMAGE TO RENTED PREMISES (Es occurrence)	\$ 300,000
-	CLAMAS-MADI: X GOODA						MED EXP (Any one person)	\$ 50,000
							PERSONAL & ADV INJURY	\$ 1,000,000
1	A A A REPORT OF THE PART AND THE DEED						GENERAL AGGREGATE	4.000,000
	CENTLAGOREGATE LIMIT APPLIES PER: X POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$ 4,000,000
1	OTHER: AUTOMOBILE LIABILITY	N	'n	Y8104052R029PHX14	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Es socident)	1,000,000
1		"				{	BODILY INJURY (Per person)	XXXXXXX
ı	X ANY AUTO SCHEDULED				1	i .	BOOKLY INJURY (Fer accident)	3 XXXXXXX
1	AUTOS AUTOS		1				PROPERTY DAMAGE	* XXXXXXX
-	HIRED AUTOS X Garage Keeps	THE ST					Comp/Coll Ded	\$ 1,000
1	UMBREILA DAB X OCCUR	N	N	BAU781897012014	7/1/2014	7/1/2015	EACH OCCURRENCE	\$ 5,000,000
-	X EXCESS LIAB CLAIMS-MADE	1	1	HXS200016500	7/1/2014	7/1/2015	AGGREGATE	\$ 5,000,000
1	A January Company					E	coss Liab.	\$ 5,000,000
1	DED RETENTION WORKERS COMPENSATION	П	N	TC20-UB-118D4882-14	7/1/2014	7/1/2015	X STATUTE ER	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N				1		E.L. EACH ACCIDENT	\$ 1,000,000
1	OPPICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		l _o	1		E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
١	Myes, déscribé trider DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	
;	Garage Keepers Liability Real and Personal Prop	N	N	Y8104052R029PHX14 KTJ-CMB-4072-R69-2-14	7/1/2014 7/1/2014	7/1/2015 7/1/2015	Limit \$150,000,000 Ded	n* \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if mote space in required)
METROPOLITAN ARBA PLANNING COUNCIL IS ADDITIONAL INSURED UNDER GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HO	LDER
----------------	------

13424637 METROPOLITAN AREA PLANNING COUNCIL 60 TEMPLE PLACE, 6TH FLOOR RECEPTION BOSTON MA 02111 CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT F

Vendor Proposal:

- 1. Vendor's Complete Technical Proposal
- 2. Vendor's Complete Price Proposal

* * * * *

Greenwood Ambulances 2015 Page 13 of 13



SMART GROWTH AND REGIONAL COLLABORATION

Via USPS and Email

June 4, 2015

Mr. Mark MacDonald, Vice President of Sales Greenwood Emergency Vehicles 530 John Dietsch Boulevard North Attleboro, MA 02763

Re

Notice of Award

RFP # FCAM 2015-Ambulances

Dear Mr. MacDonaldi

Congratulations! Please accept this letter as formal notification that Greenwood Emergency Vehicles, Inc. ("Greenwood") is being awarded a contract by the Metropolitan Area Planning Council ("MAPC") to provide Horton ambulances to the members of the Fire Chiefs Association of Massachusetts ("FCAM").

The initial term of the contract will be from date of execution by both parties through December 31, 2015 with MAPC reserving the right to exercise two 1-year options to extend the contract.

Enclosed are two originals of the contract for your signature. Please review the contract, sign both copies in the appropriate places, and provide the notice addressee information on each. Keep one original for your records and return one of the signed originals to me, preferably by next day delivery.

MAPC will post a copy of the executed contract, as well as contact information, pricing information, etc. on our website at www.mapc.org/fcam-0.

We look forward to our continuing relationship with Greenwood and to working with you and the buyers to ensure the proper administration of this contract.

Again, please accept MAPC's heartiest congratulations.

Sincerely,

Mark S. Fine

Director, Municipal Collaboration

Enclosures

Two original contracts



SMART GROWTH AND REGIONAL COLLABORATION

METROPOLITAN AREA PLANNING COUNCIL AND GREENWOOD EMERGENCY VEHICLES, INC.

Time Amendment #2 November 2016

The attached contract for Goods and/or Professional Services By and Between Metropolitan Area Planning Council and Greenwood Emergency Vehicles, Inc., dated June 4, 2015 and attached herein as Exhibit A, is hereby amended to:

 Extend the time period for completion of all work related to the original contract, FCAM 2015 Ambulances," to December 31, 2017 per Part III of the RFP, attached herein as Exhibit B.

Signatures

IN WITNESS WHEREOF: Metropolitan Area Planning Council Marc D. Draisen Printed Name	11/23/16 Date
Executive Director Title	
Greenwood Emergency Vehicles, Inc.	
Mark MacDonald	
Printed Name	Date
President	
Title	



SELECTBOARD

AGENDA ACTION REQUEST Meeting Date: October 4, 2022



LICENSES

~ A ~

REQUESTED BY:	Trudy Vermehren ~ Fox & Crow Café				
DESIRED ACTION:	To approve a Weekday Entertainment License				
PROPOSED	I move to approve a Weekday Entertainment License to Trudy				
MOTION:	Vermehren owner of the Fox & Crow located at 70 Main Street, Wellfleet MA. To follow all of the Wellfleet Noise Bylaws and regulations affiliated with having an entertainment license.				
SUMMARY:					
ACTION TAKEN:	Moved By:Seconded By: Condition(s):				
VOTED:	Yea NayAbstain				



Town of Wellfleet 300 Main Street Wellfleet, MA 02667 **BUSINESS LICENSE APPLICATION**

Fee: **BOH Fee** Processing Fee:

\$50.00

TOTAL: THE FOX AND CROW INC Business Name/Map/Lot 340 COLES NECK RD. Mailing Address WELLFLEET, MA 02667 Town/State/Zip Business Street Address 70 MAIN ST., TAVERN BLOG Business Telephone 508 214 0366 *Cell 508 349/639 Federal ID Number 82.5051400 **Arctivised** Manager RUDY VERMEHREN E-Mail Address trudy 10 @ mac.com Seasonal Annual LICENSE TYPE: Retail Food Class II General Food Service Class IV Charter Boat Automatic Amusement Residential Kitchen Common Victualler Catering Sunday Entertainment Taxi **CMT** Weekday Entertainment Driver Food Truck Trash Hauler Bed & Breakfast If applicant is an individual or partnership, please answer below: a. Telephone b. Name c. Mailing Address _____ a. Telephone b. Name c. Mailing Address _____

Title

Full Name

If applicant is a corporation or trust, please answer below:

Home Address

List the titles of all officers and manager:

TRUDY VERMEHREIN 340 COLES NECK RO. WELLFLEET MA

Corporate or Trust Name HE LOX AND (ROW INC
Corporate Mailing Address 340 COLES NECK RD, WELLFLEET, MA 02667
Corporate Telephone 508 349 1639
Establishment is openmonths a year. Total seating capacity <u>&O</u> Take-out service only?
Name of Certified Food Handler (s) TRUDY VERMEHREN P.I.C. TRUDY VERMEHREN
Does establishment have outside seating? Seating Capacity Is area enclosed? YES
If seating capacity are over 25, person Chokesaver Certified: \
I certify under the penalties of perjury that I, to the best knowledge and belief, have filed all state tax returns and paid all State taxes under law. I further certify that in the conduct of this business I will abide by all Town bylaws and regulations. *Signature of Individual or Signature of Corporate Name (Mandatory if Applicable) *Corporate Name (Mandatory if Applicable) *Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant. *Your social security number will be furnished to the MA Dept. of Revenue to determine if you have met tax filing or payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of M.G.L. c. 62C s. 49A.
Does establishment have a lockbox? No Fire Alarm? No Police Alarm?
Company name, number
FOR OFFICE USE ONLY BELOW THIS LINE
Department Head or Designee Signatures
PoliceDateComment
FireDateComment
TaxDateComment
Building Date Comment
HealthDateComment
Received By (initials) Fee Received Insurance Date Issued



Entertainment Licensing

The provision of public entertainment, whether live or prerecorded, requires an annual license issued by the municipality. There are two sections of G.L. c.140 that primarily govern this issue. **General Laws Chapter 140**, **§181** applies to locations that do <u>not</u> have alcohol or common victualler licenses and present "theatrical exhibitions, public shows, public amusements and exhibitions of every description" for which an admission fee is collected. By contrast, **G.L. c.140**, **§183A** applies to licenses for establishments that <u>do</u> have an alcohol and/or common victualler license and that provide "any concert, dance, exhibition, cabaret or public show of any description", regardless of whether there is a charge for admission. While licensing authorities have some discretion in this area, the denial of an entertainment license application requires a narrow finding based upon legitimate public health or safety concerns. In addition, in order to withstand a legal challenge, a decision to suspend or revoke an entertainment license must also have a compelling basis.

Section 181

This statute requires the license application to set forth all details of the event, particularly with regard to the extent that the "conditions or premises would affect the public safety, health or order." Importantly, G.L. c.140, §181 provides a statutory presumption in favor of the grant of an entertainment license. Unlike virtually every other type of licensing statute, the burden of proof is on the licensing authority to show why the license should not issue. Thus, the record of the license hearing must contain substantial evidence of the anticipated public harm. See Konstantopoulos v. Town of Whately, 384 Mass. 123, 128 (1981). Section 181 provides that if a license is denied, the licensing authority must make a finding that:

issuance of such a license would lead to the creation of a nuisance or would endanger the public health, safety or order by:

- a) unreasonably increasing pedestrian traffic in the area in which the premises are located, or
- b) increasing the incidence of disruptive conduct in the area in which the premises are located, or
- c) unreasonably increasing the level of noise in the area in which the premises are located.

The licensing authority may impose conditions on an entertainment license, but "said conditions may only relate to compliance with applicable laws or ordinances, or to public safety, health or order, or to steps required to be taken to guard against creation of a nuisance or to insure adequate safety and security for patrons or the affected public."

In summary, an entertainment license may be subject to reasonable conditions, but a license generally should not be denied unless the officials are convinced that no conditions can address the health and safety concerns. Conditions such as a police detail to handle traffic, a cut-off time for amplified music, and the provision of bathroom facilities would all be permissibly related to health and safety issues.

THE LEADER IN PUBLIC SECTOR LAW



Section 183A

General Laws c.140, § 183A also establishes a presumption that the licensing authority will issue an entertainment license for events occurring in an establishment with an alcohol and/or common victualler license, unless significant problems are likely. In particular, to deny the license, the licensing authority must conclude that the activity at issue, whether by itself or in combination with other activities at the licensed premises, cannot be conducted in such a in a manner so as to (1) protect the employees, patrons, or public, whether inside or outside the premises, from "disruptive conduct, from criminal activity, or from health, safety or fire hazards"; (2) prevent unreasonable increases in the area noise level, whether from the activity or people leaving the premise; or, (3) prevent an unreasonable increase in foot or vehicle traffic, or vehicle parking. Where the statute specifically references noise, the licensing authority may consider outdoor music or amplification as a factor in assessing whether a particular activity will create an unreasonable noise increase. Conditions on a G.L. c.140, §183A license must again be aimed at preserving the "public health, safety and order."

Sunday Entertainment

Significantly, G.L. c.140, §§181 and 183A licenses address public entertainment from Monday through Saturday only. Sunday entertainment is governed by G.L. c.136, §4, which is a holdover of the Commonwealth's so-called "Blue Laws." A Sunday license must be approved by the local licensing authority, as well as the Massachusetts Department of Public Safety. The municipality may impose a fee of up to \$20.00 per event, while the Department may impose a fee of \$5.00 per event. The following link on the Department's website includes a Sunday license form and some "FAQs" on the subject: http://www.mass.gov/ocabr/government/oca-agencies/dpl-lp/opsi/regulated-activities-special-licensing-.html

Please contact Attorneys Brian W. Riley (<u>briley@k-plaw.com</u>) or Thomas W. McEnaney (<u>tmcenaney@k-plaw.com</u>) at 617.556.0007 with further questions on entertainment or general licensing issues.

Disclaimer: This information is provided as a service by KP Law, P.C. This information is general in nature and does not, and is not intended to, constitute legal advice. Neither the provision nor receipt of this information creates an attorney-client relationship with KP Law, P.C. Whether to take any action based upon the information contained herein should be determined only after consultation with legal counsel.

Part I ADMINISTRATION OF THE GOVERNMENT

Title XX PUBLIC SAFETY AND GOOD ORDER

Chapter 140 LICENSES

Section 183A CONCERTS, DANCES, EXHIBITIONS, PUBLIC SHOWS, ETC.;

LICENSE; APPLICATION; SUSPENSION OR REVOCATION;

RULES AND REGULATIONS

Section 183A. No inn holder, common victualler, keeper of a tavern, or person owning, managing, or controlling any club, restaurant or other establishment required to be licensed under section twelve of chapter one hundred and thirty-eight or under section two, twenty-one A or twenty-one E of chapter one hundred and forty, and no person owning, managing, or controlling any concert, dance, exhibition, cabaret or public show of any description to be conducted on any premises required to be licensed under the sections described above, shall, as a part of its usual business, offer to view, set up, set on foot, maintain or carry on a concert, dance exhibition, cabaret or public show of any description, unless and until a license therefor has been issued by the licensing authorities.

The application for such license shall be in writing and shall state the type of concert, dance, exhibition, cabaret or public show sought to be licensed and shall state whether such public show will include: (a) dancing by patrons, (b) dancing by entertainers or performers, (c)

recorded or live music, (d) the use of an amplification system, (e) a theatrical exhibition, play, or moving picture show, (f) a floor show of any description, (g) a light show of any description, or (h) any other dynamic audio or visual show, whether live or recorded.

The application shall also state whether as part of the concert, dance exhibition, cabaret or public show any person will be permitted to appear on the premises in any manner or attire as to expose to public view any portion of the pubic area, anus, or genitals, or any simulation thereof, or whether any female person will be permitted to appear on the premises in any manner or attire as to expose to public view any portion of the breast below the top of the areola, or any simulation thereof.

Upon request of the licensing authorities, the applicant shall furnish further additional information concerning the type of concert, dance exhibition, cabaret, or public show sought to be licensed, the conditions of the premises, and the actions to be taken in order to prevent danger to the public safety, health or order. Once a license has been granted to an applicant, the licensee shall continue to provide such information to the licensing authorities upon their request with regard to any particular concert, dance, exhibition, cabaret, or public show or with regard to the conduct of the premises in general.

Within forty-five days following receipt of an application for a license under this section, the licensing authorities may (a) grant a license or, (b) shall provide the opportunity for a hearing on the application by written notice to the applicant given seven days prior to the hearing date.

Within thirty days next following the final date of such opportunity for a hearing the licensing authorities shall, (a) grant the license or, (b) deliver to the applicant a written notice denying the license and stating in writing

the reasons for such denial. No application having been denied as aforesaid and no similar application thereto may be filed within one year of said denial except in the discretion of the licensing authorities.

The licensing authorities shall grant a license under this section unless they find that the license, taken alone or in combination with other licensed activities on the premises, would adversely affect the public health, safety or order, in that the concert, dance, exhibition, cabaret, or public show cannot be conducted in a manner so as to: (a) protect employees, patrons, and members of the public inside or outside the premises from disruptive conduct, from criminal activity, or from health, safety or fire hazards; (b) prevent an unreasonable increase in the level of noise in the area caused by the licensed activity or caused by patrons entering or leaving the premises; or (c) prevent an unreasonable increase in the level of pedestrian or vehicular traffic in the area of the premises or an unreasonable increase in the number of vehicles to be parked in the area of the premises.

The licensing authorities may modify, suspend or revoke a license granted pursuant to the provisions of this section after providing an opportunity for a hearing preceded by a written notice to the licensee ten days prior to the hearing date. The licensing authorities may not modify, suspend or revoke such license unless they find that the license, taken alone or in combination with other licensed activities on the premises, has adversely affected the public health, safety or order as stated in the preceding paragraph. In any case in which the licensing authorities modify, suspend or revoke a license, they shall notify the licensee in writing of such action and said written notice shall be accompanied by a statement of reasons.

In order to preserve and protect the public health, safety, and order as aforesaid, the licensing authorities may place conditions upon the license and promulgate rules and regulations for such licenses. The licensing authorities may modify, suspend or revoke a license pursuant to this section for any violation of their rules and regulations or for any violation of law and may petition the superior court department of the trial court to enjoin any violation of this section.

The licensing authorities of any city or town may adopt a rule requiring licensees under this section to prohibit minors from attending any concert, dance, exhibition, cabaret or public show of any description in which or at which any person appears in a manner or attire as to expose to public view any portion of the pubic area, anus, or genitals, or any simulation thereof, or in which or at which any female person appears in a manner or attire as to expose to public view any portion of the breast below the top of the areola, or any simulation thereof.

A license issued under this section, unless sooner revoked, shall expire on December thirty-first of each year. The fee for any such license or for any renewal thereof shall not exceed one hundred dollars.

[Twelfth paragraph effective until July 18, 2021. For text effective July 18, 2021, see below.]

The provisions of this section shall be applicable seven days per week; provided, however, that no license under this section shall be granted to permit such activities, except an athletic game or sport, on Sundays or before 1 o'clock in the afternoon, without the written approval of the commissioner of the division of professional licensure, made in

accordance with the provisions of this section, upon written application to said commissioner accompanied by a fee of not more than \$5, or in the case of an annual license by a fee of not more than \$100.

[Twelfth paragraph as amended by 2021, 39, Sec. 80 effective July 18, 2021. See 2021, 39, Sec. 128. For text effective until July 18, 2021, see above.]

The provisions of this section shall be applicable seven days per week; provided, however, that no license under this section shall be granted to permit such activities, except an athletic game or sport, on Sundays or before 1 o'clock in the afternoon, without the written approval of the commissioner of the division of occupational licensure, made in accordance with the provisions of this section, upon written application to said commissioner accompanied by a fee of not more than \$5, or in the case of an annual license by a fee of not more than \$100.



SELECTBOARD

AGENDA ACTION REQUEST Meeting Date: October 4, 2022



LICENSES

 \sim B \sim

REQUESTED BY:	Trudy Vermehren ~ Fox & Crow Café				
DESIRED ACTION:	To approve a Sunday Entertainment License				
PROPOSED MOTION:	I move to approve a Sunday Entertainment License to Trudy Vermehren owner of the Fox & Crow Café located at 70 Main Street, Wellfleet MA. To follow all of the Town of Wellfleet Bylaws and regulations affiliated with having a Sunday Entertainment License.				
SUMMARY:					
ACTION TAKEN:	Moved By: Seconded By: Condition (s):				
VOTED:					

State Fee, \$					
The Licensee or Authorized representative, TRUDY VERMEHREN					
accordance with chapter 136 of the General Laws, as amended, hereby request a license for the following program or entertainment:					
DATE TIME Proposed dancing or game, sport, fair, exposition, play, entertainment or public diversion PM - 10 PM					
LIVE MUSIC NO DANCING					
Hon Mayor/ Chairman of Board of Selectman, (City or Town)					
Fees per occurrence (Individual Sunday(s)): Regular Hours (Sunday 1:00pm – Midnight): \$2.00 Special Hours (Sunday 12:00 am- Midnight): \$5.00. Annual Fee (For Operating on every Sunday in calendar year): Regular Hours (Sunday 1:00pm – Midnight): \$50.00 Special Hours (Sunday 12:00 am- Midnight): \$100.00					
This license is granted and accepted, and the entertainment approved, upon the understanding that such entertainment that the licensee shall comply with the laws of the Commonwealth applicable to licensed entertainments, and also to the following terms and conditions: The licensee shall at all times allow any person designated in writing by the Mayor, Board of Selectmen, or Commissioner of Public Safety, to enter and inspect his place of amusement and view the exhibitions and performances therein; shall permit regular police officers, detailed by the Commissioner of Public Safety or Chief of the local Police Department to enter and be about this place of amusement during performances therein; may employ to preserve order in his place of amusement only regular or special police officers designated therefore by the Chief of Police, and shall pay to said Chief of Police for the services of the regular police officers such amount as shall be fixed by him; shall permit at all times to enter and be about his place of amusement such members of the Fire Department as shall be detailed by the Chief of the Fire Department to guard against fire; shall keep in good condition, go as to be easily accessible, such standpipes, hose, axes, chemical extinguishers and other apparatus as the fire department may require; shall allow such members of the fire department in case of any fire in such place, to exercise exclusive control and direction of his employees and of the means and apparatus provided for extinguishing fire therein; shall permit no obstruction of any nature in any aisle, passageway or stairway of the licensed premises, nor allow any person therein to remain in any aisle passageway or stairway during an entertainment; and shall conform to any other rules and regulations at any time made by the Mayor or Board of Selectmen. This license shall be kept on the premise where the entertainment is to be held, and shall be surrendered to any regular police officer or authorized representative of the Department of Public Safe					
This application and program must be signed by the licensee or authorized representative of entertainment to be held. No Change to be made in the program without permission of the authorities granting and approving the license.					

Art official website of the Commonwealth of Massachusetts Here's how you know

Mass.gov

(/) > Regulated Activities (Special Licensing) (/orgs/regulated-activities-special-licensing) > Information about Regulated Activities (Special Licensing) (/information about Regulated Activities (/information abo

Sunday Licensing FAQs

FAQs

Q: What is a Sunday license?

A: A Sunday license is a license required for entertainment occurring on a Sunday that the public must pay a fee to attend and is part of the so-called "Blue laws.". Historically, activities that require a Sunday license include dancing or any game, sport, fair, exposition, play, entertainment or public diversion. G.L. c. 136, §4.

Q: What types of Sunday Licenses are available?

A: Sunday Licenses are either issued per event or annually. You may apply for either.. G.L. c. 136, §4.

Q: When must I apply for a Sunday license?

A: If you intend to hold an event on Sunday, you must notify the City or Town where the event will be held.

Q: What happens if I run an event (that is not otherwise exempted) without a license?

A: You may be fined for an amount up to \$2,000.

Q: What must I do to file for a license?

A:

- 1. First, please read through a copy of the License for Public Entertainment on Sunday. This is a form requiring information about the activity you would like to have licensed .
- 2. Bring the form to the office of your Town or City Chairman, Mayor, or Board of Selectman. They will complete the rest of the license and, at their discretion, will approve your event.
- 3. Send your application to the appropriate Town or City clerk with a check for one of the following amounts:
 - a. If you are applying to license a single event \$5.00

b. If you are applying for an annual license - \$100.00

G.L. c. 136, §4

4. Pay your Town or City filing fee. This fee is determined by the Town or City.

Q: May I fax my application for a Sunday license to the Department?

A: No. The Department requires original documents unless specifically provided otherwise.

Q: May I drop off applications or other paperwork in person?

A: Yes. However, materials that are submitted in person are not processed the same day. They are not processed any faster than materials submitted by mail. Therefore, you are advised to submit applications and other paperwork by mail.

Q: If the entertainment I plan to run is taking place on State owned property, do I still need to file with my Town or City?

A: Yes.

Q: If I am denied a license, can I appeal the decision?

A: Yes, under G.L. c. 136, §7A, if your Town or City has denied you the Sunday License, you may appeal to the Selectmen of your Town, or Mayor of your City. Once the license is approved at the local level, the Department is required by law to approve the application. G.L. c. 136, §4.

Q: May I renew a Sunday License if it is for the same event at the same location?

A: A Sunday License cannot be renewed. You must apply for a single event or an annual license with the City or Town where the event is to be held.

Q: Is it necessary to obtain a Sunday license for the operation of coin-operated amusement devices, such as video arcade games?

A: No, the license requirement does not apply to venues that host coin-operated "automatic amusement devices", as that term is defined in M.G.L. c. 140, §177A, accessible at www.mass.gov/legis (/legis). Automatic amusement devices exempt from the Sunday license requirement include video games, pin ball machines, and coin-operated billiard or pool tables. Juke boxes still require licensure as they do not fall within the definition of "automatic amusement devices" included in the statute.

For further information - please contact:

Division of Professional Licensure Office of Public Safety and Inspections 1000 Washington Street, Suite 710 Boston, MA 02118

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SELECTBOARD

AGENDA ACTION REQUEST Meeting Date: October 4, 2022



BUSINESS

$\sim A \sim$

REQUESTED BY:	Jane Franke				
DESIRED ACTION:	To discuss letter sent regarding Gull Pond				
PROPOSED	If a motion is needed one will be made at the time of the meeting				
MOTION:					
SUMMARY:					
ACTION TAKEN:	Moved By: Seconded By:				
	Condition(s):				
VOTED:	Yea Nay Abstain				

October 21, 2022

Dear Selectboard members,

I would like to request that the removal of the stairs at Gull Pond without any plan to replace them, but rather to revegetate the area, be placed on the agenda for the next Board meeting. There have been stairs of varying types at that location on Gull Pond since at least 1959 and it seems to me that this substantial change is worthy of further consideration. If beachgoers are forced to walk the entire length of the former parking area that now houses canoes and kayaks to access the beach, there will inevitably be shortcuts made to provide a more direct route. This trek to the boat launch is also not particularly user friendly for families with youngsters and armloads of beach stuff.

There is no question the stairs that were there needed to be improved. I think Wellfleet can provide both a safe and easier access to the beach at Gull Pond and hope that you will reconsider this decision. Thank you.

Sincerely yours,

Jane Franke

370 Gull Pond Rd



SELECTBOARD

AGENDA ACTION REQUEST Meeting Date: October 4, 2022



BUSINESS ~ B ~

REQUESTED BY:	Ryan Curley ~ Chair			
DESIRED ACTION:	To review and discuss the Cannabis Community Host agreements			
PROPOSED	If a motion is required one will be made at the time of the			
MOTION:	meeting.			
SUMMARY:				
ACTION TAKEN:	Moved By: Seconded By:			
	Condition(s):			
VOTED:	Yea Abstain			



An Act Relative To Equity In The Cannabis Industry Marijuana Reform September 6, 2022

The legalization of medical and recreational marijuana in Massachusetts raises many significant legal issues for municipalities as they navigate the permitting for and licensing of this fairly new industry. Many Massachusetts municipalities have engaged in extensive host community agreement negotiations to address both direct and indirect impacts within their communities. After much negotiation at the state level, the General Court recently enacted "An Act Relative to Equity in the Cannabis Industry" (the "Act"), which was signed by Governor Baker on August 11, 2022.

The Act makes numerous changes to Massachusetts' marijuana laws, including those governing host community agreements ("HCAs"), community impact fees, so-called "social consumption" establishments," also referred to as marijuana cafes, taxation, and the role of the Massachusetts Cannabis Control Commission (the "CCC"). This is the first in a two-part series exploring these extensive amendments. This memorandum provides an overview of changes made to the law concerning HCAs and community impact fees; we will address separately the issues of social consumption and social equity businesses.

HOST COMMUNITY AGREEMENTS

The Act substantially revises the regulatory oversight for and approval of HCAs, limits municipalities' ability to collect impact fees for anticipated costs, establishes penalties for municipalities that fail to, or improperly, document impact costs, prohibits an HCA from imposing other types of monetary commitments beyond community impact fees, and establishes a mechanism by which municipalities may waive the HCA requirement entirely.

Impact Fees - While the Act does not eliminate the concept of a community impact fee, it does impose new and different requirements on host communities.

The Act identifies the following requirements applicable to the calculation of impact fees:

- 1. Fee must be reasonably related to the <u>costs imposed</u> upon the municipality <u>in the preceding year</u> by the operation of the marijuana business, <u>as documented</u>;
- 2. Fee must be based on actual costs, rather than as a percentage of total or gross sales;
- 3. Fee may amount to not more than three percent (3%) of the gross sales of the marijuana business;
- 4. Fee can be effective for no longer than the eighth (8th) year of operation of the marijuana business;

THE LEADER IN PUBLIC SECTOR LAW



- 5. Fee commences on the date the marijuana business is granted a final license by the CCC, with payment <u>due annually</u> to the host community;
- 6. Fee must be <u>documented and transmitted by the host community to the marijuana business</u> not later than one (1) month after the marijuana business' license is renewed by the CCC; and
- 7. Fee must encompass <u>all</u> payments and obligations between the host community and the marijuana business.

The significance of these changes is that a community impact fee cannot, without being at risk for a challenge, be calculated with regard to what a municipality <u>predicts</u> to be the costs of impacts but must instead be based on actual documented expenditures in the prior year. Further, the Act prohibits an HCA from providing for any other kind of financial commitment to a municipality or a non-profit as directed by the municipality and renders unenforceable "[a]ny other contractual financial obligation that is explicitly or implicitly considered in, or is a condition of a host community agreement."

Breach of Contract Claim, Damages, Attorneys Fees – The Act also creates a breach of contract claim, to be brought in Court, to allow a licensed marijuana business to challenge a municipality's documentation of costs for purposes of calculating the community impact fee. If the marijuana business prevails on the claim that a host community's documented costs are not "reasonably related to the actual costs" imposed by its operation in the preceding year, the violation may be punishable by the award of damages attorneys' fees and other costs encompassed in the community impact fee. This is a significant remedy and likely imposes a high burden on municipalities to (1) contemporaneously document the process used to track expenditure-related matters that can be characterized as community impact fees, and (2) fund any anticipated impacts for the upcoming fiscal year, with the hope of being reimbursed through the community impact fee process after the end of that fiscal year.

Minimum Standards for Addressing Opportunity for those Disproportionately Harmed – By July 1, 2023, potential host communities must adopt procedures and policies that establish minimum standards for facilitating opportunity in the industry for those disproportionately harmed by marijuana prohibition before entering into an HCA with a marijuana business. Failure to adopt such procedures creates a significant risk for the host community, as the Act provides that such a community may be required to forfeit a monetary amount equal to the annual total of community impact fees received from all marijuana businesses operating within the host community. Further, the failure of any host community to abide by the regulations concerning such minimum acceptable standards, once promulgated by the CCC, may also result in forfeiture.

Role of the CCC – The Act provides the CCC with enhanced authority concerning HCAs. The CCC has jurisdiction to "review, regulate, enforce and approve" HCAs as part of a completed marijuana business license application and at each license renewal. The Act directs the CCC to promulgate rules and regulations applicable to the negotiation and approval of HCAs, with a focus on encouraging host communities to work with social equity businesses and economic empowerment priority applicants, as well as to prepare a model HCA.

While the Act makes significant changes to existing law regulating municipalities and marijuana businesses, the effect of the Act on the status of pre-existing HCAs is still not entirely clear and will likely require specific review



on a case-by-case basis. Communities may have already begun receiving request to amend existing HCAs in light of the aforementioned legislative amendments. We will continue to work with municipalities to negotiate appropriate HCAs and HCA amendments based on, among other things, each municipality's unique physical characteristics, demographics, and guidance provided by the CCC.

We are closely monitoring developments in this changing area of the law, particularly as the CCC proposes, and then formally promulgates regulations, procedures, and policies, and will provide further updates as we know more.

Should you have further questions on this topic, please contact Attorney Nicole Costanzo at ncostanzo@k-plaw.com or 617.556.0007 with further questions on this topic.

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Gov. Charlie Baker yesterday signed a comprehensive cannabis regulation law that is the most significant change to Massachusetts cannabis law since the legalization of adult-use marijuana in 2017.

The legislation (<u>Chapter 180 of the Acts of 2022</u>) comes after more than a month of negotiations between the House and Senate. The governor vetoed one section that was added by a House-Senate conference committee relative to studying medical marijuana in schools.

A number of the new law's provisions affect municipal host community agreements. The law eliminates the inclusion of community impact fees in host community agreements after the first eight years of a licensee's operation.

The law is also likely to retroactively subject existing host community agreements to scrutiny by the Cannabis Control Commission, a major concern for the MMA and local officials. This is due to the CCC's new authority for review and approval — not only at license application but also at each license renewal. Given that more than 1,000 host community agreements are currently in effect, the MMA and local officials argue that this language could result in significant and costly legal challenges.

Additionally, the CCC will now review, within 90 days, each new host community agreement, which the MMA argues will cause unnecessary delays and provide disincentives to bring the legal cannabis industry to many cities and towns in Massachusetts. The MMA has expressed strong concerns about these provisions in letters to the House, Senate, conference committee, and Gov. Baker.

The law calls for the CCC to promulgate regulations to establish minimum standards for host communities to promote and encourage full participation in the cannabis industry by people disproportionately harmed by the War on Drugs. To enter into an agreement with a marijuana establishment or medical marijuana treatment center, municipalities must establish said procedures or policies. Cities and towns currently under agreement with marijuana establishments must establish such standards and policies or risk penalties totaling any received community impact fees from marijuana establishments.

The law includes several provisions that were strongly supported by the MMA, including the capitalization of a new Cannabis Equity Fund and other measures addressing the societal inequities worsened by the War on Drugs. Individuals with previous criminal records related to the possession or cultivation of amounts of marijuana that have since been decriminalized would be able to petition for their expungement under the law. The law codifies a new process for municipalities to allow on-site consumption of marijuana, which had previously been prohibited.

The law also mandates that 15% of the revenue collected by the Marijuana Regulation Fund be transferred to a Cannabis Equity Trust Fund to encourage participation in the industry through grants and loans to entrepreneurs from communities that have been disproportionately harmed by marijuana prohibition and related enforcement.

The law provides an incentive for municipalities to host marijuana retailers that are social equity businesses, by distributing 1% of the total sales price received by such businesses back to cities and towns that host them. Each municipality that hosts at least one social equity retailer would qualify to receive this funding.

Gov. Baker vetoed a section of the bill that would have directed the CCC to study the possession and consumption of medical marijuana at schools by students with valid

registration cards, stating that possession of marijuana on K-12 school grounds would be unlawful.

Written by Ali DiMatteo, Legislative Analyst

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Acts (2022)

Chapter 180

AN ACT RELATIVE TO EQUITY IN THE CANNABIS INDUSTRY

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

- SECTION 1. Subsection (d) of section 2 of chapter 62 of the General Laws, as appearing in the 2020 Official Edition, is hereby amended by adding the following paragraph:-
- (4) An amount equal to the amount paid or incurred during the taxable year in carrying on the trade or business of a marijuana establishment as defined in section 1 of chapter 94G or a medical marijuana treatment center as defined in section 1 of chapter 94I that would have been deductible under the Code, but for section 280E of said Code.
- SECTION 2. Section 30 of chapter 63 of the General Laws is hereby amended by striking out paragraph 4, as so appearing, and inserting in place thereof the following paragraph:-
- 4. "Net income", gross income less the deductions, but not credits, allowable under the provisions of the Code, as amended and in effect for the taxable year; provided, however, that any deduction

otherwise allowable which is allocable, in whole or in part, to 1 or more classes of income not included in a corporation's taxable net income, as determined under subsection (a) of section 38, shall not be allowed. In the case of a corporation exempt from taxation under section 501 of the Code, "net income" means unrelated business taxable income, as defined in section 512 of the Code. In lieu of disallowing any deduction allocable, in whole or in part, to dividends not included in a corporation's taxable net income, 5 per cent of such dividends shall be includable therein, as provided in said subsection (a) of said section 38. For the purposes of this section and said subsection (a) of said section 38, the term "dividend" shall include, but not be limited to, amounts included in federal gross income pursuant to sections 951 and 951A of the Code. For the purposes of this section, any dividend received directly or indirectly from a real estate investment trust, as provided in sections 856 to 859, inclusive, of the Code, for the taxable year of the trust in which a dividend is paid, shall not be: (i) treated as a dividend; and (ii) included as part of the dividends received deduction otherwise available to the taxpayer under paragraph (1) of said subsection (a) of said section 38. Any dividend received directly or indirectly from a regulated investment company, as provided in sections 851 to 855, inclusive, of the Code, shall not be included as part of the dividends received deduction otherwise available under said paragraph (1) of said subsection (a) of said section 38.

The following deductions shall be allowed: (i) a deduction for that portion of wages or salaries paid or incurred for the taxable year equal to the amount of the credit allowable for the taxable year under section 51 of the Code and otherwise disallowed under section 280C of said

Code; and (ii) a deduction for any amount paid or incurred during the taxable year in carrying on the trade or business of a marijuana establishment, as defined in section 1 of chapter 94G, or a medical marijuana treatment center, as defined in section 1 of chapter 94I, that would have been deductible under the Code, but for section 280E of said Code.

Deductions with respect to the following items shall not be allowed:

- (i) dividends received;
- (ii) losses sustained in other taxable years, except for the net operating losses as provided in paragraph 5 of this section;
- (iii) taxes on or measured by income, franchise taxes measured by net income, franchise taxes for the privilege of doing business and capital stock taxes imposed by any state;
 - (iv) the deduction allowed by section 168(k) of said Code;
- (v) except as otherwise provided in section 31J, interest expense paid, accrued or asserted in connection with a dividend of a note or similar obligation stating the requirement that such interest is to be paid by the corporation that dividends such obligation to its shareholders;
 - (vi) the deduction allowed by section 199 of the Code;
- (vii) the deduction described in section 163(e)(5) of the Code to the extent increased by amendments to section 163(e)(5)(F) and section 163(i)(1) of the Code, inserted by section 1232 of the federal American Recovery and Reinvestment Act of 2009, Pub. L. 111-5; and

(viii) the deductions allowed by sections 245A, 250 and 965(c) of the Code.

SECTION 3. Section 7E of chapter 64C of the General Laws, as so appearing, is hereby amended by striking out subsection (m) and inserting in place thereof the following subsection:-

(m) Marijuana products and marijuana accessories as defined in section 1 of chapter 94G shall not be subject to the excise imposed under this section; provided, however, that marijuana accessories that are manufactured to also deliver nicotine shall be considered an electronic nicotine delivery system and shall be subject to the excise imposed under this section.

SECTION 4. Section 1 of chapter 64N of the General Laws, as so appearing, is hereby amended by adding the following subsection:-

- (c) "Social equity business", a marijuana retailer that is a social equity business, as defined in section 1 of chapter 94G.
- SECTION 5. Section 2 of said chapter 64N, as so appearing, is hereby amended by adding the following paragraph:-

A sum equal to 1 per cent of the total sales price received under this section from a marijuana retailer that is a social equity business, as defined in section 1 of chapter 94G, shall, not less than quarterly, be distributed, credited and paid by the state treasurer upon certification of the commissioner to each city or town that has at least 1 marijuana retailer that is a social equity business, in proportion to the amount of the sums received from the sale of marijuana or marijuana products by any such marijuana retailer in the city or town. Any city or town seeking to dispute the commissioner's calculation of its distribution

under this paragraph shall notify the commissioner, in writing, not later than 1 year from the date the money was distributed by the commissioner to the city or town.

SECTION 6. Section 1 of chapter 94G of the General Laws, as so appearing, is hereby amended by inserting after the definition of "Host community" the following definition:-

"Host community agreement", an agreement between a marijuana establishment or a medical marijuana treatment center and a municipality pursuant to subsection (d) of section 3.

SECTION 7. Said section 1 of said chapter 94G, as so appearing, is hereby further amended by inserting after the definition of "Marijuana retailer" the following definition:-

"Medical marijuana treatment center", a medical marijuana treatment center as defined in section 1 of chapter 94I.

SECTION 8. Said section 1 of said chapter 94G, as so appearing, is hereby further amended by inserting after the definition of "Residual solvent" the following definition:-

"Social equity business", a marijuana establishment with not less than 51 per cent majority ownership of individuals who are eligible for the social equity program under section 22 or whose ownership qualifies it as an economic empowerment priority applicant as defined by the commission's regulations promulgated pursuant to section 4.

SECTION 9. Section 3 of said chapter 94G, as so appearing, is hereby amended by striking out subsection (b) and inserting in place thereof the following subsection:-

(b)(1) For the purposes of this subsection, the following words shall, unless the context clearly requires otherwise, have the following meanings:

"Ballot question committee", as defined in section 1 of chapter 55. "Registrars", as defined in section 1 of chapter 50.

(2) The city council of a city and the board of selectmen or town council of a town shall, upon the filing with the city or town clerk of a petition meeting the requirements of this subsection, request that the question of whether to allow, in the city or town, the sale of marijuana and marijuana products for consumption on the premises where sold, be submitted to the voters of the city or town.

The petition shall be on a form prepared by the state secretary, signed by not less than 10 per cent of the number of voters of the city or town who voted at the preceding biennial state election and submitted in a timely manner, after filing the petition with the city or town clerk, to the board of registrars or election commissioners. The board of registrars or election commissioners shall certify the signature of registered voters not more than 7 days after receipt of the petition. Upon certification of the signatures, the following question, and a fair and concise summary of the question to be prepared by the city solicitor or town counsel, shall be placed on the ballot for the next regularly occurring municipal or state election in the city or town:

"Shall [city or town] allow the sale of marijuana and marijuana products, as those terms are defined in section 1 of chapter 94G of the General Laws, for consumption on the premises where sold, a summary of which appears below?"

Notwithstanding the foregoing, the question shall appear on the ballot for the next regularly occurring municipal election if the election is to be held not less than 35 days after certification. To appear on the ballot for the next regularly occurring biennial state election, the city or town clerk shall provide notice, including the ballot question and summary, to the state secretary not later than the first Wednesday in August before the election.

If a majority of the votes cast in the city or town are in favor of allowing the consumption of marijuana or marijuana products on the premises where sold, such city or town shall have authorized the consumption of marijuana and marijuana products on the premises where sold.

- (3) As an alternative to a local voter initiative petition process under paragraph (2), a city or town may, by ordinance or by-law, allow the consumption of marijuana or marijuana products on the premises where sold. No local voter initiative shall be required if the sale of marijuana and marijuana products for consumption on the premises is authorized by local law.
- (4) A ballot question committee organized to favor or oppose a question placed on the ballot pursuant to paragraph (2) of this subsection shall comply with applicable guidance and regulations issued by the office of campaign and political finance for municipal ballot question committees.

SECTION 10. Said section 3 of said chapter 94G, as so appearing, is hereby further amended by striking out subsection (d) and inserting in place thereof the following subsection:-

- (d)(1) A marijuana establishment or a medical marijuana treatment center seeking a new license or renewal of a license to operate or continue to operate in a municipality that permits such operation shall negotiate and execute a host community agreement with that host community setting forth the conditions to have a marijuana establishment or medical marijuana treatment center located within the host community, which shall include, but not be limited to, all stipulations of responsibilities between the host community and the marijuana establishment or medical marijuana treatment center.
- (2)(i) Notwithstanding any general or special law to the contrary, a host community agreement may include a community impact fee for the host community; provided, however, that no host community agreement shall include a community impact fee after the eighth year of operation of a marijuana establishment or a medical marijuana treatment center. The community impact fee shall: (A) be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment or medical marijuana treatment center, as documented pursuant to subparagraph (iii); (B) amount to not more than 3 per cent of the gross sales of the marijuana establishment or medical marijuana treatment center; (C) not be effective after the marijuana establishment or medical marijuana treatment center's eighth year of operation; (D) commence on the date the marijuana establishment or medical marijuana treatment center is granted a final license by the commission; and (E) not mandate a certain percentage of total or gross sales as the community impact fee.

- (ii) Notwithstanding any general or special law to the contrary, the community impact fee shall encompass all payments and obligations between the host community and the marijuana establishment or a medical marijuana treatment center. The community impact fee shall not include any additional payments or obligations, including, but not limited to, monetary payments, in-kind contributions and charitable contributions by the marijuana establishment or medical marijuana treatment center to the host community or any other organization. Payment of the community impact fee shall be due annually to the host community, with the first payment occurring not sooner than upon the first annual renewal by the commission of a final license to operate the marijuana establishment or medical marijuana treatment center. Any other contractual financial obligation that is explicitly or implicitly a factor considered in, or is a condition of a host community agreement, shall not be enforceable. Nothing in this section shall preclude a marijuana establishment or a medical marijuana treatment center from voluntarily providing organizations with monetary payments, in-kind contributions and charitable contributions after the execution of the host community agreement; provided, however, that a host community agreement shall not include a promise to make a future monetary payment, in-kind contribution charitable or contribution.
- (iii) Any cost imposed upon a host community by the operation of a marijuana establishment or medical marijuana treatment center shall be documented by the host community and transmitted to the licensee not later than 1 month after the date of the annual renewal of a final license to operate the marijuana establishment or medical marijuana treatment center and shall be a public record as defined by clause

Twenty-sixth of section 7 of chapter 4 and chapter 66. If a licensee believes the information documented and transmitted by a host community is not reasonably related to the actual costs imposed upon the host community in the preceding year by the operation of the marijuana establishment or medical marijuana treatment center, the licensee may bring a breach of contract action against the host community and recover damages, attorneys' fees and other costs encompassed in the community impact fee that are not reasonably related to the actual costs imposed upon the city or town.

- (3) The commission shall review and approve each host community agreement as part of a completed marijuana establishment or medical marijuana treatment center license application and at each license renewal. If the commission determines that a host community agreement is not in compliance with this section, the commission shall provide written notice of any deficiencies and may request additional information from the prospective licensee and host community. The commission shall not approve a final license application unless the commission approves the host community agreement and certifies that the host community agreement complies with this subsection. The commission shall complete its review of a host community agreement not later than 90 days after it is received by the commission.
- (4) A host community may waive the host community agreement requirement; provided, however, that the host community shall submit to the commission a written waiver executed by the host community and the marijuana establishment or medical marijuana treatment center.

- (5) Notwithstanding any general or special law to the contrary, the commission shall promulgate regulations to establish minimum acceptable standards for host communities to promote and encourage full participation in the regulated marijuana industry by people from communities that have previously been disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities; provided, however, that a host community may establish procedures and policies beyond the minimum regulations established by the commission. A city or town that is not a host community shall establish such procedures and policies before entering into a host community agreement with a marijuana establishment or medical marijuana treatment center.
- (6) The commission shall issue rules and promulgate regulations necessary to implement this subsection.

SECTION 11. Said section 3 of said chapter 94G, as so appearing, is hereby further amended by adding the following subsection:-

(f) A city or town shall adhere to cannabis control commission regulations promulgated pursuant to section 4 regarding procedures and policies for host communities to promote and encourage full participation in the regulated marijuana industry by people from communities that have been disproportionately harmed by marijuana prohibition and enforcement and may establish additional procedures and policies to further this goal. The failure of a host community to adhere to such procedures and policies shall result in a monetary penalty to the host community equal to the annual total of community impact fees received from all marijuana establishments or medical

marijuana treatment centers operating within the host community, to be deposited into the Cannabis Social Equity Trust Fund established in section 14A of chapter 94G.

SECTION 12. Section 4 of said chapter 94G, as so appearing, is hereby further amended by striking out, in line 102, the words "employment or".

SECTION 13. Said section 4 of said chapter 94G, as so appearing, is hereby further amended by inserting after the word "minor", in line 104, the following words:-

; and provided further, that a prior criminal conviction or other criminal case disposition shall not disqualify an individual or otherwise affect eligibility for employment in connection with a marijuana establishment, other than an independent testing laboratory, unless the offense involved the distribution of a controlled substance, including marijuana, to a minor.

SECTION 14. Subsection (a) of said section 4 of said chapter 94G, as so appearing, is hereby amended by striking out clauses (xxvii) and (xxviii) and inserting in place thereof the following clauses:-

(xxvii) monitor any federal activity regarding marijuana;

(xxviii) adopt, amend or repeal regulations for the implementation, administration and enforcement of this chapter;

(xxix) review, regulate, enforce and approve host community agreements pursuant to paragraph (3) of subsection (d) of section 3;

(xxx) prioritize social equity program businesses and economic empowerment priority applicants and any other class of applicants the commission deems eligible for expedited review during an evaluation of applications and inspections;

(xxxi) establish procedures and policies for municipalities to promote and encourage full participation in the regulated marijuana industry during negotiations of host community agreements with social equity program businesses and economic empowerment priority applicants; and

(xxxii) develop a model host community agreement, minimum acceptable standards and best practices for municipalities and prospective licensees during negotiations of host community agreements with social equity businesses.

SECTION 15. Subsection (a½) of said section 4 of said chapter 94G, as so appearing, is hereby amended by striking out clauses (xxxiii) and (xxxiv) and inserting in place thereof the following clauses:-

(xxxiii) requirements that prohibit marijuana product manufacturers from altering or utilizing commercially-manufactured food products when manufacturing marijuana products unless the food product was commercially manufactured specifically for use by the marijuana product manufacturer to infuse with marijuana; provided, however, that a commercially-manufactured food product may be used as an ingredient in a marijuana product if: (A) it is used in a way that renders it unrecognizable as the commercial food product in the

marijuana product; and (B) there is no statement or advertisement indicating that the marijuana product contains the commercially-manufactured food product;

(xxxiv) energy and environmental standards for licensure and licensure renewal of marijuana establishments licensed as a marijuana cultivator or marijuana product manufacturer;

(xxxv) criteria for allowing marijuana establishments and medical marijuana treatment centers to satisfy their positive impact plan requirement for licensure in part by donating a percentage of their revenue to the Cannabis Social Equity Trust Fund established in subsection (a) of section 14A;

(xxxvi) criteria for reviewing, certifying and approving host community agreements and community impact fees, including criteria for calculating community impact fees consistent with subsection (d) of section 3; and

(xxxvii) procedures and policies for host communities to promote and encourage full participation in the regulated marijuana industry, pursuant to paragraph (5) of subsection (d) of section 3, during negotiations of host community agreements with social equity businesses, including, but not limited to, advisory guidelines, best practices and minimum acceptable policy standards.

SECTION 16. Said section 4 of said chapter 94G, as so appearing, is hereby further amended by striking out the word "marijuana", in lines 347 and 357, and inserting in place thereof, in each instance, the following word:- cannabis.

SECTION 17. Section 14 of said chapter 94G, as so appearing, is hereby amended by inserting after the words "chapter 132B", in line 15, the following words:-

; provided, however, that, annually, 15 per cent of the fund shall be transferred to the Cannabis Social Equity Trust Fund established in section 14A.

SECTION 18. Said chapter 94G is hereby further amended by inserting after section 14 the following section:-

Section 14A. (a) There shall be a Cannabis Social Equity Trust Fund to encourage the full participation in the commonwealth's regulated marijuana industry of entrepreneurs from communities that have been disproportionately harmed by marijuana prohibition and enforcement. The fund shall consist of: (i) funds transferred pursuant to subsection (b) of section 14; and (ii) any funds from private sources, including, but not limited to, gifts, grants and donations. Money in the fund shall be used to make grants and loans, including no-interest loans and forgivable loans, to social equity program participants and economic empowerment priority applicants. The fund shall be administered by the executive office of housing and economic development, in consultation with the cannabis social equity advisory board established in subsection (b). Money remaining in this fund at the end of the fiscal year shall not revert to the General Fund.

(b) There shall be a cannabis social equity advisory board, hereinafter referred to as the advisory board, consisting of individuals from, or with experience advocating on behalf of, communities that have been disproportionately harmed by marijuana prohibition and enforcement. The board shall consist of: 1 person appointed by the

governor with a background in the cannabis industry, who shall serve as chair; 1 person appointed by the treasurer and receiver-general with a background in finance or commercial lending; 1 person appointed by the attorney general with a background in business development or entrepreneurship; and 2 persons appointed by a majority vote of the governor, treasurer and receiver-general and attorney general, both of whom shall have experience in business development, preferably in the cannabis industry. When making appointments, an appointing authority shall select individuals who are from, or have experience advocating for, communities that have been disproportionately harmed by marijuana prohibition and enforcement. Each advisory board member shall serve for a 5-year term and may be reappointed by their appointing authority and shall serve without compensation except for reimbursement of actual expenses reasonably incurred in the performance of their duties as a member or on behalf of the advisory board. Any vacancy in a seat on the advisory board shall be filled by the appropriate appointing authority within 60 days of the vacancy. The appointing authority may remove an advisory board member who was appointed by that appointing authority for cause. Before removal, the advisory board member shall be provided with a written statement of the reason for removal and an opportunity to be heard.

(c) The executive office of housing and economic development, in consultation with the advisory board, shall promulgate regulations governing the structure and administration of the fund, including, but not limited to: (i) requirements for social equity businesses and municipalities who host such businesses to apply to receive a grant or loan from the fund; (ii) conditions of such grants and loans; (iii) procedures pertaining to marijuana establishments or medical

marijuana treatment centers that default on a loan from the fund; (iv) a process by which a license is sold as a result of a licensee's default on a loan from the fund; (v) procedures and policies to ensure that applicants and grantees come from all license types; (vi) prohibitions against the sale, transfer or pledge of any asset or interest by a social equity business to an entity or individual other than a social equity business or an individual qualified as an economic empowerment priority applicant as defined by the commission's regulations within an initial, specified timeframe to begin on the date the business is authorized to commence operations by the commission; provided, however, that the initial, specified timeframe shall not exceed 5 years; for payment of a clawback requiring the and (vii) terms commonwealth to recover 100 per cent of the grant and loan funds should a sale, transfer or pledge of any asset or interest by a social equity business occur in violation of clause (vi). The secretary of housing and economic development, in consultation with the advisory board, shall be responsible for the selection of recipients, grant or loan values and conditions for such grants or loans; provided, that when selecting recipients, the secretary in consultation with the advisory board, shall take into consideration the racial, ethnic and gender demographics of the municipality in which the recipient businesses are located.

(d) Annually, not later than July 31, the executive office of housing and economic development, in consultation with the advisory board, shall report on expenditures from the fund in the previous fiscal year. The report shall include, but shall not be limited to: (i) information that identifies and describes the amount of money expended from the fund; (ii) a list of the entities that received a grant

or loan from the fund; (iii) the geographic location of recipient entities; (iv) the form of funding received by each entity; (v) information indicating whether each recipient entity is a minority-owned entity; and (vi) any other information that the executive office and the advisory board deem appropriate to ensure equity and accountability. The report shall be filed with the clerks of the house of representatives and the senate, the house and senate committees on ways and means and the joint committee on cannabis policy. The executive office shall make the report publicly available on its website.

(e) The violation of a condition of a grant or loan made pursuant to this section or any other violation of this section shall be punished by a fine of not more than 50 per cent of the violator's grant or loan value per violation, in addition to funds paid under clause (vii) of subsection (c), if applicable.

SECTION 19. Subsection (b) of section 17 of chapter 94G of the General Laws, as appearing in the 2020 Official Edition, is hereby amended by inserting after the first sentence the following 2 sentences:-

Said departments and executive offices shall: (i) provide the commission with any existing data requested by the commission, subject to any applicable confidentiality laws and regulations regarding personally identifying information; (ii) collect data, as reasonably requested by the commission, to complete the commission's research agenda; and (iii) provide data requested by the commission pursuant to clause (ii) to the commission subject to any applicable confidentiality laws and regulations regarding personally

identifying information. Any personally identifiable information contained in data acquired through this section shall not be considered a public record and shall not be subject to disclosure pursuant to clause twenty-sixth of section 7 of chapter 4 and chapter 66.

SECTION 20. Said chapter 94G is hereby further amended by adding the following section:-

Section 22. The commission shall administer a social equity program to encourage and enable full participation in the marijuana people communities of from industry that have disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities. The program shall offer: (i) technical assistance and training; and (ii) guidance on how to access funds available through the Cannabis Social Equity Trust Fund, established in section 14A, to individuals certified by the commission as economic empowerment priority applicants and that meet other criteria determined by the commission.

SECTION 21. Section 22 of chapter 270 of the General Laws, as appearing in the 2020 Official Edition, is hereby amended by inserting after the definition of "Enclosed" the following definition:-

"Licensed marijuana social consumption establishment", an establishment that is, at a minimum: (i) licensed by the Massachusetts cannabis control commission established under section 76 of chapter 10 for sale of marijuana and marijuana products for consumption on the premises pursuant to regulations promulgated pursuant to section 4 of chapter 94G; and (ii) authorized to allow social consumption of cannabis on the premises, where required, by the appropriate authority

in the city or town in which the establishment is located; provided however, that tobacco shall not be sold, smoked, vaporized or consumed at said establishment.

SECTION 22. Said section 22 of said chapter 270, as so appearing, is hereby amended by adding the following subsection:-

(p) Nothing in this section shall prohibit the consumption of marijuana, including, but not limited to, marijuana consumption that involves the combustion, heating, vaporization or aerosolization of cannabis products, at a licensed marijuana social consumption establishment, in designated consumption areas and as permitted by cannabis control commission regulations promulgated pursuant to section 4 of chapter 94G.

SECTION 23. Chapter 276 of the General Laws is hereby amended by inserting after section 100K the following section:-

Section 100K½. (a) Notwithstanding the requirements of section 100I and section 100J, a court shall, within 30 days of a petition being filed, order the expungement of a record created as a result of a criminal court appearance, juvenile court appearance or disposition for: (1) the possession or cultivation of an amount of marijuana decriminalized by chapter 387 of the acts of 2008; (2) the possession or cultivation of an amount of marijuana decriminalized by chapter 334 of the acts of 2016; (3) the possession or cultivation of an amount of marijuana decriminalized by chapter 55 of the acts of 2017; (4) possession of marijuana with intent to distribute based on an amount of marijuana decriminalized by chapter 387 of the acts of 2008, chapter 334 of the acts of 2016 or chapter 55 of the acts of 2017; or

- (5) distribution of marijuana based on an amount of marijuana decriminalized by chapter 387 of the acts of 2008, chapter 334 of the acts of 2016 or chapter 55 of the acts of 2017.
- (b) Prior to entering an order on a petition for expungement pursuant to subsection (a), the court shall hold a hearing if requested by the petitioner or the district attorney. Upon granting or denying a petition for expungement pursuant to subsection (a), the court shall enter written findings of fact.
- (c) Upon an order for expungement pursuant to this section or section 100F, section 100G or section 100H, the court clerk's office shall provide the petitioner with a certified copy of the order, the docket sheets and the criminal complaint related to the expunged charge. The court shall send a copy of the expungement order to the clerk of the court where the record was created, to the commissioner of probation and to the commissioner of criminal justice information services.

SECTION 24. Section 51 of chapter 55 of the acts of 2017 is hereby amended by striking out the words "and (ii)" and inserting in place thereof the following words: (ii) a campaign to educate the public on health risks associated with marijuana and tetrahydrocannabinol consumption, including, but not limited to, the risks: (A) to mental health; (B) of use during pregnancy; (C) of use of high potency products; and (D) of home extraction of marijuana concentrates; and (iii).

SECTION 25. (a) Notwithstanding any general or special law to the contrary, a host community shall establish initial procedures or policies required by paragraph (5) of subsection (d) of section 3 of chapter 94G of the General Laws not later than July 1, 2023.

(b) The failure of a host community to establish procedures or policies pursuant to subsection (a) shall result in a monetary penalty to the host community equal to the annual total of community impact fees received from all marijuana establishments or medical marijuana treatment centers operating within the host community, to be deposited into the Cannabis Social Equity Trust Fund established in section 14A of said chapter 94G.

Governor returned with disapproval of the following section, for message see S3107

SECTION 26. (a) The cannabis control commission, in consultation with the department of elementary and secondary education and the department of public health, shall conduct a study on the possession, administration and consumption of medical marijuana, as defined in chapter 94I, at public or private schools in the commonwealth as it relates to students who have been issued valid registration eards pursuant to said chapter 941. The study shall include, but not be limited to: (i) an examination of policies on the possession, administration and consumption of medical marijuana by students at public and private schools in the commonwealth; (ii) an analysis of existing legal, regulatory and administrative obstacles to possession, administration and consumption of medical use marijuana at public and private schools in the commonwealth; (iii) a survey of available methods of consumption, administration and storage of medical use marijuana at public and private schools; (iv) recommendations on best practices for public and private schools in the commonwealth to ensure that students have access to medical use marijuana while also maintaining a safe school environment for all students; and (v)

recommendations on climinating obstacles and expanding accommodations to possess, administer and consume medical use marijuana at public and private schools in the commonwealth..

(b) Not later than August 31, 2023, the Massachusetts cannabis control commission, in consultation with the department of elementary and secondary education and the department of public health, shall submit a report of its findings and recommendations to the clerks of the house of representatives and the senate, the joint committee on cannabis policy and the joint committee on children, families and persons with disabilities.

SECTION 27. Initial appointments to the cannabis social equity advisory board established in section 14A of chapter 94G of the General Laws shall be made not later than 60 days after the effective date of this act.

SECTION 28. The Massachusetts cannabis control commission shall promulgate or amend regulations as necessary to be consistent with this act not later than 1 year from the effective date of this act.

SECTION 29. Sections 1 and 2 shall take effect for taxable years beginning on or after January 1, 2022.

Approved (in part), August 11, 2022.



SELECTBOARD

AGENDA ACTION REQUEST Meeting Date: October 4, 2022



BUSINESS ~C~

REQUESTED BY:	Ryan Curley ~ Chair				
DESIRED ACTION:	To review, discuss, and possibly vote on the Town of Wellfleet's Zoning Bylaw Amendment, Food Establishments and Developments of Significant Planning Interest				
PROPOSED MOTION: SUMMARY:	If a motion is required one will be made at the time of the meeting.				
ACTION TAKEN:	Moved By: Seconded By: Condition(s):				
VOTED:	Yea Abstain				

Food Establishments and Developments of Significant Planning Interest

To see if the Town will amend the Wellfleet Zoning By-Laws by Sections 2.1, 5.3, 6.29, and 8.4.2. as follows:

2.1 DEFINITIONS

A. By amending Chapter 235 – Article II - DEFINITIONS by inserting in alphabetical order a new definition for "Food Service Establishment," "Full-Service Restaurant," "Take-Out Restaurant," "Fast Food Restaurant," and "Drive-through Facility" and delete the definitions of "Restaurant," "Restaurant Drive-In," and "Restaurant Fast Food" as follows:

<u>Development of Significant Planning Interest: A Food Service Establishment, Bulk Storage, Motor Vehicle Repair or Sales Shop, or involve more than 4,000 square feet of floor area of new commercial construction.</u>

<u>Food Service Establishment – a commercial establishment whose primary business is the sale of food in individual portions to be consumed either on the premises or off the premises.</u>

Full-Service Restaurant — A food service establishment where (1) meals are prepared to order and are served primarily for consumption on the premises, either indoors or outdoors; (2) customers are provided with individual menus; (3) a restaurant employee serves the customers at the same table or counter where the meals are consumed; and (4) non-disposable dinnerware is used. A Full-Service Restaurant operation may include ancillary delivery service and/or take-out service but may not include a drive-through facility.

<u>Take-Out Restaurant – A food service establishment where (1) prepared food and beverages</u> are sold in disposable containers for off-premises consumption only; and (2) the customers pick up their orders either at a counter inside the building or at a walk-up window. A Take-Out Restaurant operation may include an ancillary delivery service but may not include a Drivethrough facility.

Fast Food Restaurant – A food service establishment where (1) prepared food and beverages are sold in disposable containers for consumption either on the premises or off the premises; (2) the menu and operation are designed for quick service; and (3) the customers pick up their orders either at a counter or walk-up window.

<u>Drive-through Facility</u> – A service window or a mechanical device where customers waiting in motor vehicles may order and/or pick up prepared food and beverages from a food service establishment.

Restaurant - A building or part thereof to be used for the preparation, indoor sale, and consumption of meals and refreshments on the premises. Seating area for a restaurant may include open or outdoor terrace or patio upon issuance of a Special Permit. ATM 4/23/90

Restaurant, Drive-In - Premises where meals and other items of nourishment and refreshment are offered for sale, and where any portion of these are consumed or intended to be consumed off-premises or within cars parked on the premises. ATM-4/23/90.

Restaurant, Fast Food — A restaurant with drive-up window service, or that otherwise receives payment and/or dispenses products to patrons while in their vehicles. (ATM 4/25/11)

Restaurant, Formula — A restaurant that stands alone or with other use(s), and which prepares food and beverage on site for sale to the public, and which is required by contractual or other arrangement or as a franchise to offer any of the following features: Standardized menu, trademark or service mark, defined as a word, phrase, symbol, design or logo, or a combination of words, phrases, symbols, designs and/or architecture, façade, or color scheme that identifies the restaurant as one (1) of twenty-five (25) or more other restaurants worldwide. (ATM 4/25/11)

B. Is hereby amended the following are removed from the use table 5.3.2. of "Restaurant," "Restaurant Drive-In," and "Restaurant Fast Food" and

5.3. Use Regulations:

5.3.2	CD	R1	R2	NSP	C	C2
Food Service	<u>A</u>	<u>O</u>	<u>O</u>	<u>O</u>	<u>A</u>	<u>A</u>
Establishment						
Full-Service Restaurant	<u>A</u>	<u>O</u>	<u>O</u>	<u>O</u>	<u>A</u>	<u>A</u>
Take-Out Restaurant	<u>A</u>	<u>O</u>	0	<u>O</u>	<u>A</u>	<u>A</u>
Fast Food Restaurant	<u>O</u>	<u>O</u>	<u>O</u>	0	<u>O</u>	<u>O</u>
Drive-through Facility	O	<u>O</u>	<u>O</u>	<u>O</u>	<u>O</u>	<u>O</u>
Restaurant, Indoor8	A	0	0	0	A	0
Restaurant, Drive In9	θ	θ	Ð	О	A	0
Restaurant, Fast Food ₁₀	θ	θ	Ð	Ð	θ	O
Restaurant, Formula11	θ	θ	θ	θ	θ	θ

C. 6.29 [Is Hereby Amended as follows]

FAST FOOD & FORMULA RESTAURANT-Development of Significant Impact

Purpose:

The purpose of regulating the number, location, and visual features of formula businesses in Wellfleet is to maintain the unique, small-scale, small-town character and the quality of life for all Wellfleet residents by preserving the individuality and distinctive appeal which are among the Town's most recognized features. Preservation of the existing character, diversity, variety,

and scale of commercial activities is vital to the continuation of Wellfleet's ability to attract both residents and visitors. Wellfleet must retain its distinctive Cape Cod character, general welfare, and historical and cultural relevance

This bylaw is consistent with the policy direction of the Town's Comprehensive Plan, the Cape Cod 77 Commission Act, the enabling act of the Cape Cod National Seashore, and Wellfleet's designated historic districts, with which Wellfleet is intimately and intricately associated.

6.29.1 Application Requirements

Applicants for Special Permits for uses so controlled as **Development of Significant Impact** shall submit to the Zoning Board of Appeals three copies of the following:

- a) An application; intended use and narrative
- b) A site plan prepared by an architect, landscape architect, or Registered Professional Engineer, showing proposed structures, building design, lighting, drives, parking, landscaping, screening, dust mitigation, and drainage
- c) A ground floor plan and elevation of all proposed building and elevations of proposed signs; photographs of the premises and all adjoining structures. Forthwith upon receipt of the above materials, the Board of Appeals shall transmit one set of them to the Planning Board for their review and recommendation.

6.29.2 Floor Area Applicability

Any increase in floor area shall be cumulative upon the adoption of this bylaw (ATM 2023)

6.29.3 Special Permits for Development of Significant Impact

6.29.3.1 Bulk Storage, Motor Vehicle Repair or Sales Shop.

In addition to S 8.4.2.1, 8.4.2.2, and 8.4.2.3 the following shall be considered by the Special Permit Granting Authority prior to the issuance of a permit for the following uses, **Boat House**, Commercial, Bulk Storage, Open, Bulk Storage, Tanks, Filling Station, Motor Vehicle Repair Shop, Motor Vehicle Sales, Warehouse.

- (a) shall not increase the intensity of use on the site to a level that will adversely impact land uses in the area, pedestrian or motor vehicle traffic or the public welfare.
- (b) design and any improvements is compatible with the existing architecture and unique aesthetic appearance of the district
- (c) noise, dust mitigation

- (d) storage or presence of hazardous materials
- (e) health and safety of area residents

6.29.3.2 Food Service Establishments or Commercial Developments involving more than 4,000 square feet of floor area"

In addition to S 8.4.2.1, 8.4.2.2, and 8.4.2.3 the following shall be considered by the Special Permit Granting Authority prior to the issuance of a permit:

- (a) Designed and operated in a manner that preserves the community's distinctive small-town character, as detailed in Section 6.29.
- (b) Contributes to the diversity of uses to assure a balanced mix of businesses available to serve residents and visitors.
- (c) design and any improvements, is compatible with the existing architecture and unique aesthetic appearance of the district
- (d) shall not increase the intensity of use on the site to a level that will adversely impact land uses in the area, pedestrian or motor vehicle traffic or the public welfare.
- (e) signage is appropriate to maintain the character of Wellfleet.
- (f) litter, noise, dust mitigation
- (g) storage or presence of hazardous materials
- (h) health and safety of area residents

6.29 FAST FOOD & FORMULA RESTAURANT PROHIBITION (ATM 4/25/11) Purpose: The Cape Cod seaside character of Wellfleet is unique, and is important to the people of the community and their collective identity as a community, as well as to the visiting public. Far more than most Cape Cod towns, Wellfleet retains its rural village character, which is integral to the fabric of the community. Wellfleet is also traditionally home to small, locally owned and operated businesses. In these senses, Wellfleet has maintained its identity in a manner rare in the region. The purpose and intent of the Formula Based Restaurant Prohibition is to address the adverse impact (in terms of noise, litter, traffic, and aesthetically inappropriate development) that standardized fast food and formula restaurants would have on Wellfleet's distinctive Cape Cod character, general welfare, and historical and cultural relevance as a rural community. These uses are therefore prohibited in order to preserve and protect the unique and locally oriented community experience of Wellfleet, and all that this offers to its citizens and tourists alike as a treasured destination. This policy is also consistent with the policy direction of the Town's Comprehensive Plan, the Cape Cod 77 Commission Act, and the enabling act of the Cape Cod National Seashore, with which Wellfleet is intimately and intricately associated.

Summary: When Wellfleet adopted both the Formula Business and Fast Food & Formula Restaurant provisions in 2011 the Attorney General warned the Town that both provisions but noted that at the time, no court rulings had been made. Both provisions used substantially the same language and definitions. The following year, Cumberland Farms, Inc. v. Board of Appeals of the Town of Wellfleet and the Town of Wellfleet challenged the validity of Section 6.30 Formula Business. In 2015 a ruling was made invalidating Wellfleet's Formula Business provisions on the grounds that they (1) violated G.L. c.40A, §4, which requires that zoning regulations be uniform within a zoning district for each class or kind of structure or use permitted, and (2) imposed impermissibly vague and subjective special permit standards. We have also been advised that the definitions of Drive-In Restaurant and Fast Food Restaurants are likely too similar to prohibit one and allow the other. We have been informed by Town Counsel that the Fast Food and Formula Restaurants is similarly vulnerable to challenge. In order to protect the Town from development that it considers deleterious we need to amend our Zoning Bylaw. This proposal retains the prohibition on Fast Food Restaurants, strengthens our definitions, and gives the Zoning Board of Appeals additional tools to protect the character of Wellfleet and extends them to some other commercial uses of particular concern.



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> Carolyn M. Murray cmurray@k-plaw.com

MEMORANDUM

TO: Ryan Curley, Selectboard Chair

(ryan.d.curley@gmail.com)

cc: Charles Sumner, Interim Town Administrator

(Charles.sumner@wellfleet-ma.gov)

Rebecca Roughley, Assistant Town Administrator

(Rebecca.roughley@wellfleet-ma.gov)

FROM: Carolyn M. Murray, Town Counsel

DATE: May 31, 2022

RE: FORMULA RESTAURANT ZONING ISSUES - WELLFLEET

You have asked me to review the Town of Wellfleet's current Zoning Bylaw ("ZBL") provisions governing Fast Food and Formula Restaurants, in order to determine whether they are vulnerable to potential legal challenge. If so, you have asked for suggestions as to appropriate Bylaw amendments. As will be discussed below, it is my opinion that the ZBL Section 6.29 prohibition against Formula Restaurants is vulnerable to the same legal challenges that resulted in the invalidation of the Town's Formula Business regulations. It is my opinion, moreover that the Town's Zoning Bylaw already provides many of the zoning tools necessary to lawfully achieve the purposes described in Section 6.29. Therefore, I recommend that that the Town repeal Section 6.29, rather than amend it, or adopt an alternative formula based bylaw.

Background and Analysis

The Bylaw

The Town of Wellfleet currently prohibits Fast Food Restaurants and Formula Restaurants in all Zoning Districts of the Town, while allowing Drive-in Restaurants by special permit in the Commercial District, and [indoor] Restaurants by special permit in both the Commercial and Central Districts. See ZBL Section 6.29, and Section 5.3.

ZBL Section 6.29, entitled Fast Food & Formula Restaurant Prohibition, states:

The purpose and intent of the Formula Based Restaurant Prohibition is to address the adverse impact (in terms of noise, litter, traffic, and aesthetically inappropriate development) that standardized fast food and formula restaurants would have on Wellfleet's distinctive Cape Cod character, general welfare, and historical and cultural relevance as a rural community. These uses are therefore prohibited in order to preserve and protect the unique and locally-oriented community experience of Wellfleet, and all that this offers to its citizens and tourists alike as a treasured destination. [Emphasis added.]

Section 6.29 also states that the prohibition is consistent with the policy direction of the Town's Comprehensive Plan, the Cape Cod Commission Act, and the enabling act of the Cape Cod National Seashore.

The term "Formula Restaurant" is defined in ZBL Section 2 as:

A restaurant that stands alone or with other use(s), and which prepares food and beverage on site for sale to the public, and which is required by contractual or other arrangement or as a franchise to offer any of the following features: Standardized menu, trademark or service mark, defined as a word or phrase, symbol, design or logo, or a combination of words, phrases, symbols, design, and/or architecture, façade, or color scheme that identifies the restaurant as one (1) of twenty-five (25) or more other restaurants worldwide. [Emphasis added.]

Related Legal Challenge

The Town's adoption of the Fast Food and Formula Based Restaurant prohibition in 2011 was contemporaneous with its adoption of ZBL Section 6.30, which required a special permit for the use of any structure by a "Formula Business." The term "Formula Business" was defined with substantially the same language as used in the above-quoted definition of "Formula Based Restaurant," describing the use as a:

retail trade business which does or is required by contractual or other arrangement or as a franchise to maintain any of the following features: Standardized (formula) array of merchandise, exterior trademark or service mark, defined as a word, phrase, symbol or design, or a combination of words, phrases, symbols, designs, and/or architecture, façade that identifies the business as one (1) of twenty-five (25) or more businesses worldwide. [Emphasis added.]

The stated purpose and intent of Section 6.30 were also essentially the same as set forth in Section 6.29 of the Bylaw relative to the prohibition of fast food and formula restaurants.

The Massachusetts Attorney General approved the Section 6.29 and the Section 6.30 provisions in 2011, but warned the Town about applying these bylaws to protect locally owned and operated businesses from competition, and about regulating features that may

not be reasonably related to the stated purposes of these sections. The Attorney General's letter noted, for example, that features such as standardized menus or a standardized array of merchandise, could not reasonably be expected to impact the visual quality of a neighborhood. As there were no appellate decisions concerning the validity of formula-based zoning regulations, the Attorney General's approval letter advised that it expressed no view on how a Massachusetts Court might resolve a challenge to the new bylaws based upon a full factual record. However, recognizing the principal that all presumptions are to be made in favor of the validity of municipal bylaws, the Attorney General approved Sections 6.29 and 6.30.²

The following year, Cumberland Farms filed a complaint in Land Court, <u>Cumberland Farms, Inc. v. Board of Appeals of the Town of Wellfleet and the Town of Wellfleet, MISC 12-459503</u>, challenging the validity of the Section 6.30 Formula Business provisions, both facially and as applied to the Cumberland Farms operation. Following a trial, the Land Court issued a decision in 2015, invalidating the Formula Business regulations on the grounds that they (1) violated G.L. c.40A, §4, which requires that zoning regulations be uniform within a zoning district for each class or kind of structure or use permitted, and (2) imposed impermissibly vague and subjective special permit standards.

The Land Court Judge determined that Wellfleet's Formula Business regulations violated the uniformity requirements of the Zoning Act by regulating businesses based on ownership rather than use. He criticized the Formula Business bylaw as:

draw[ing] a sharp distinction between similarly-situated landowners – for example, a hypothetical 'Wellfleet Convenience Mart' and a Cumberland Farms convenience store, both carrying identical inventory and operating in the identical way – with only the Cumberland Farms required to make the numerous showings necessary for the Formula Business special permit before it can open its doors. All that is needed to trigger the bylaw is the name on the exterior sign, regardless of its size or style.

In response to the Town's argument that the Section 6.30 Formula Business regulations were consistent with the Town's zoning authority to protect the aesthetics of a small New England town from the more standardized appearance associated with Formula Businesses, the Court observed that there are other ways of achieving such a goal, such as through design regulations. Moreover, the Land Court Judge observed that Section 6.30 regulated more than aesthetics, although there had been no evidence presented to demonstrate that Formula Businesses generate greater or different adverse impacts from traffic, garbage, noise, glare, obstruction of scenic views, or other such factors than non-formula businesses. In addition, he found that the Formula Business provisions that did

¹ Between 2008 and 20011, a number of other communities in Massachusetts adopted similar, formula-based business zoning regulations – all apparently adapted from the same set of model regulations. During that period, the Attorney General approved most of the formula-based business regulations with the same warnings that were given to Wellfleet.

² The Attorney General approved Section 6.30 with the deletion of two special permit criteria considered overly vague.

address aesthetics (such as requiring a special permit finding that the Formula Business "will not substantially alter or detract from the established character of the location") were so vague and ambiguous that they left the Planning Board with "untrammeled discretion."

The Town did not appeal the 2015 Land Court decision invalidating Section 6.30. Instead, the Town repealed the Formula Business regulations. However, the Section 6.29 prohibition of Formula and Fast Food Restaurants has never been repealed and remains in effect. Since there have been no controlling Massachusetts appellate decisions on this topic, the Land Court decision applies only to Wellfleet's Section 6.30 regulations. Nevertheless, as will be explained below, it is my opinion that Section 6.29 suffers from the same uniformity issues that resulted in the invalidation of Section 6.30. That is, it regulates restaurants based on factors related to the owner's identity, rather than on actual "use."

Analysis of Section 6.29 following Cumberland Farms

A "Restaurant" use is allowed by special permit in the Commercial and Central Zoning Districts. The term "Restaurant" is defined in Section 2.1 of the Bylaw as:

A building or part thereof to be used for the *preparation*, *indoor sale*, *and* consumption of meals and refreshments on the premises. Seating area for a restaurant may include open or outdoor terrace or patio on issuance of a Special Permit. [Emphasis added.]

However, pursuant to Section 6.29, a building or premises used for meal preparation, sale and consumption, (i.e., a restaurant use that would otherwise be allowed by special permit) is prohibited if it "is required by contractual or other arrangement or as a franchise to offer any of the following features: Standardized menu, trademark or service mark, defined as a word or phrase, symbol, design or logo, or a combination of words, phrases, symbols, design, and/or architecture, façade, or color scheme that identifies the restaurant as one (1) of twenty-five (25) or more other restaurants worldwide."

Given that the definitions and express purposes of the Formula Restaurant regulations mirror the definitions and purposes the invalidated Formula Business regulations, it is my opinion that Section 6.29 is equally vulnerable to legal challenge. In order to successfully defend a legal challenge to the validity of a bylaw that distinguishes between restaurants that are owned and operated as part of a large restaurant chain (Formula Restaurants), and restaurants that are either individually owned and operated, or operated as part of a smaller chain, the Town would have the burden of demonstrating that Formula Restaurants generate substantially greater adverse impacts from "noise, litter, traffic, and aesthetically inappropriate development," than non-formula restaurants do. In other words, the Town would have to produce clear and convincing evidence that a restaurant operated as a "Chili's," for example, would, by virtue of its standardized menu, color scheme, and/or distinctive logo, generate substantially greater adverse health or safety impacts than a non-formula restaurant with similar size, hours, food preparation and service methods. With respect to any adverse aesthetic impacts, the Town would

have to show that building, signage and other design features of a Formula Restaurant cannot be regulated adequately either through the same special permit regulations and procedures that apply to all other restaurants in the Town, or by enacting design regulations applicable to all restaurant uses in a district. Moreover, the Town would have to demonstrate that regulation of interior elements, such as color schemes or standardized menus, bears a rational relationship to the aesthetic goals articulated in Section 6.29.

For these reasons, it is my opinion that Section 6.29 would suffer the same fate as Section 6.30, if challenged in court. As will be discussed below, however, it is my opinion that the Town can readily avoid violation of the uniformity clause, and still achieve the stated purposes of Section 6.29, by employing other, already existing Zoning Bylaw provisions in lieu of retaining or amending the Section 6.29 prohibition of Formula Restaurants.

In my opinion, the Section 6.29 prohibition of all Fast Food restaurants does not necessarily present the same legal issues as the Section 6.29 prohibition of Formula Restaurants. This is because of the distinct operational differences between restaurants where food is served primarily for consumption by patrons at tables on the premises, and restaurants where food is sold primarily for consumption off premises or in vehicles. Such distinct operational differences are more likely to generate different neighborhood impacts, and thus justify treating the two types of restaurants as two different use categories. Nevertheless, I am concerned that the Wellfleet Zoning Bylaw definitions of "Fast Food Restaurant" and "Drive-in Restaurant" are too similar to each other to provide a reasonable basis for prohibiting one entirely, while allowing the other by special permit.

The term "Fast Food Restaurant" is defined in Section 2.1 as:

A restaurant with drive-up window service, or otherwise receives payment and/or dispenses products to patrons while in their vehicles. [Emphasis added.]

Section 2.1 defines the term "Drive-in Restaurant" as:

Premises where meals and other items of nourishment and refreshment are offered for sale, and where any portion of these are consumed or intended to be consumed off-premises or within cars parked on the premises. [Emphasis added.]

Notably, the definition of "Drive-In Restaurant" is silent on whether the nourishment and refreshment offered for sale are dispensed to patrons "while they are in their vehicles;" nor does the definition of "Fast Food Restaurant" specify whether the products it dispenses "are intended to be consumed on or off the premises." Unless the definitions are amended to better distinguish between these two types of uses, enforcement of the Fast Food Restaurant prohibition may prove difficult.

Regulation of Formula Businesses and Restaurants Post Cumberland Farms.

Since 2015, several Massachusetts towns have attempted to modify their formula-based zoning regulations in order to avoid some of the problems articulated in the <u>Cumberland</u>

<u>Farms</u> ruling. In all but one instance, these amendments were approved by the Attorney General, with the warning that the bylaws as amended were still similar to the Wellfleet regulations invalidated in the <u>Cumberland Farms</u> decision where no evidence was presented to justify the different treatment of formula businesses. The amendments were approved only "because we cannot conclude that the amendments...are clearly inconsistent with state law."

The Town of Concord's 2011 and 2019 amendments to its formula business regulations were approved without the same warnings that were given to the other towns. Although recognizing that Concord's regulations were similar in many respects to the regulations struck down in the Cumberland Farms decision, the Attorney General's Office determined that Concord's regulations differ from Wellfleet's in important aspects that could serve as a basis for a court to conclude that Concord is not singling out businesses for additional regulation based on the ownership of the business, but rather based on lawful zoning considerations. The Attorney General described those aspects as: (1) that the Concord regulations apply to a limited geographical area, recognized under G.L. c.10, 58A as a "State designated cultural district;" (2) that the regulations allow for a business to change its activities so that it no longer qualifies as a formula business, and (3) that Concord's definition of "Formula Business" focuses on standardized features "regardless of ownership." Based on these differences, and given the limited scope of the Attorney General's zoning review authority, the Attorney General's Office "[could] not conclude that [the amendments are] inconsistent with state law or the Land Court's decision in Cumberland Farms."4

Overall, it is my opinion that, notwithstanding the Attorney General's approvals, these formula-based bylaws are still vulnerable to legal challenge on the same grounds that Wellfleet's Section 6.30 was invalidated. As noted above, it appears that the all of the formula-based zoning bylaws adopted by the various Massachusetts towns have been adapted from the same model.

Recommendations

Having reviewed the <u>Cumberland Farms</u> decision, as well as the Attorney General's assessment of the numerous formula business zoning bylaws adopted and amended by Massachusetts towns in the past 15 years, it is my strong recommendation that the Town repeal the Section 6.29 prohibition of "Formula Restaurants," as well the Section 2 definition. Nevertheless, it is my opinion that the Town may lawfully accomplish the purposes and intent of that prohibition through already existing provisions in the Wellfleet Zoning Bylaw. More specifically, I note that Wellfleet does not allow *any* restaurants or other business uses in any of the zoning districts, except by special permit. See ZBL Section 5.3.2. Therefore, any proposed restaurant or other business use is

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³ In fact, the standards employed by Concord are very similar to those in other Formula Business bylaws, including Wellfleet's Section 6.29, except that the list of standards is modified by the phrase "regardless of ownership." ⁴ It should be noted, however, that the Attorney General's approval was based on her limited scope of determining whether a bylaw is inconsistent with state law or a permissible exercise of a town's zoning power and does not extend to whether the bylaw could withstand a legal challenge on other grounds.

necessarily subject to the requirements and criteria set forth in Section 8.4.2 of the Bylaw. Section 8.4.2 provides in relevant part that a special permit may not be granted:

"unless the special permit granting authority finds that the benefits of the proposal to the town will outweigh any adverse effects on the Town of [sic] the vicinity, taking into consideration the stated district objectives (Sec. 3.2) and, where germane, the following matters:

- 8.4.2.1 Suitability of the proposed location for this proposal, taking the following into consideration.
- (a) Nearby land uses, and whether they would be supported or damaged by having the proposed use nearby.
- (b) Uses of the site which would be displaced by or preempted by this use.
- (c) Adequacy of roads, drainage, and other public services in relation to the location.
- (d) Whether the site is more sensitive than are most similarly zoned sites to environmental damage from a proposal such as this....
- 8.4.2.2 Activity type, mix, and intensity, taking the following into consideration.
- (a) Whether the proposal contributes to the diversity of services ... locally.
- (b) Seasonal consequences, including addition to peak period congestion.
- (c) Service to local,⁵ in preference to regional, markets and to year-round, in preference to seasonal, activities.
- (d) For business developments, likelihood of year-round employment opportunities.

. . .

- 8.4.2.3 Building and site design, including consideration of the following.
- (a) Whether scenic views from public ways and developed properties have been considerately treated.
- (b) Whether reasonable efforts have been made to minimize visibility of parking and service areas from public streets.
- (c) Whether traditional public access to or along the shoreline has been maintained."

In my opinion, the Town can readily address many of the safety and aesthetic concerns stated in Section 6.29 as reasons for prohibiting Formula Restaurants, through application of the detailed special permit considerations set out in Section 8.4.2, in conjunction with application of the Bylaw's Section 6 landscaping requirements and Section 7 sign regulations. I recommend, however, that the Town consider strengthening these existing tools by amending Section 6.3.15 to add specific landscape, lighting, and building design

⁵ The local preference consideration may be problematic, in that such a preference may be vulnerable to challenge under the Interstate Commerce Clause of the U. S. Constitution. I certainly recommend that local preference never be used as a primary consideration for denying a special permit.

standards for all restaurants and other businesses that qualify as "Developments of Significant Impact."

Pursuant to Section 6.3.15, any use that is subject to a special permit and which involves required parking for ten or more cars, or involves new construction of more than 4,000 s.f. of floor area, or any use in the Main Street Overlay District, regardless of floor area or number of parking spaces, is considered to be a "Development of Significant Impact." Section 6.3.1.5 spells out certain information that must be included with a special permit application for such a Development. I recommend adding detailed site and building design standards to Section 6.3.1.5 that will apply to all restaurants, retail establishments, and/or other businesses that qualify as Developments of Significant Impact.⁶ Doing so, should assist the Zoning Board of Appeals in its review of the special permit applications for these uses, and allow for more defensible decision-making. Ultimately, it is my opinion that adoption of carefully considered design standards for all restaurants, and/or all retail businesses, etc. will help the Town to avoid many of the more objectionable features attributable to chain business establishments, without conflicting with the Chapter 40A uniformity requirements. The Town might consider the Cape Cod Commission design guidelines for further recommendations or even incorporate said design guidelines by reference in the ZBL.

Finally, I have drafted proposed definitions for your consideration to address my concerns raised above:

Food Service Establishment – a commercial establishment whose primary business is the sale of food in individual portions to be consumed either on the premises or off the premises.

Full-Service Restaurant – A food service establishment where (1) meals are prepared to order and are served primarily for consumption on the premises, either indoors or outdoors; (2) customers are provided with individual menus; (3) a restaurant employee serves the customers at the same table or counter where the meals are consumed; and (4) non-disposable dinnerware is used. A Full Service Restaurant operation may include ancillary delivery service and/or take-out service, but may not include a drive-through facility.

Take-Out Restaurant – A food service establishment where (1) prepared food and beverages are sold in disposable containers for off-premise consumption only; and (2) the customers pick up their orders either at a counter inside the building, or at a walk up window. A Take-Out Restaurant operation may include ancillary delivery service, but may not include a Drive-through facility.

Fast Food Restaurant – A food service establishment where (1) prepared food and beverages are sold in disposable containers for consumption either on the premises or off the premises; (2) the menu and operation are designed for quick service; and (3) the customers pick up their orders either at a counter or walk-up window, or by using a Drive-through facility.

8

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⁶ Consider adopting standards similar to those set out in Section 2 for the Commercial 2 District.

Drive-through Facility – A service window or a mechanical device where customers waiting in motor vehicles may order and/or pick up prepared food and beverages from a food service establishment. (This type of facility would be prohibited entirely.)

Please let me know if you require further assistance concerning this matter.

816307/WELL/0001



AGENDA ACTION REQUEST Meeting Date: October 4, 2022



BUSINESS ~ D ~

REQUESTED BY:	Ryan Curley ~ Chair					
DESIRED ACTION:	To review, discuss and take a possible vote on Zoning Bylaw Amendment, Zoning Enforcement Penalty					
PROPOSED MOTION:	If a motion is required one will be made at the time of the meeting					
SUMMARY:						
ACTION TAKEN:	Moved By: Seconded By: Condition(s):					
VOTED:	Yea Abstain					

8.3 PENALTY

8.3 Penalty Any person violating any of the provisions of these Bylaws may be fined not more than \$50.00 for each offense, except in the case of violations of Section 6.21 Accessory Dwelling Units, the fine shall be \$300.00 for each offense_Each day that such violation continues shall constitute a separate offense.

8.3 Penalty: Any person, association, firm or corporation violating any of the provisions of this bylaw may be fined not more than \$300 for each offense. Each day that such a violation continues shall constitute a separate offense.

Accessory <u>Dwelling Units</u>: Any person, association, firm or corporation violating Section 6.21 Accessory Dwelling Units, the fine shall be \$300.00 for each offense. Each Accessory Dwelling Unit in violation shall be a separate violation. Each day that such violation continues shall constitute a separate offense.

Commented [RC1]: No local zoning by-law or ordinance shall assess a penalty of more than \$300 per violation; provided, however, that nothing in this section shall be construed to prohibit local zoning by-laws or ordinances from providing that each day the violation continues shall constitute a separate offense.

https://malegislature.gov/Laws/GeneralLaws/PartI/TitleVII/ Chapter40a/Section7

Commented [RC2]: Wording not quite right. Trying to address what would happen if there are more than one unit in violation. The was disambiguation before.



AGENDA ACTION REQUEST Meeting Date: October 4, 2022



$\begin{array}{c} BUSINESS \\ \sim E \sim \end{array}$

REQUESTED BY:	Ryan Curley, Chair To review, discuss and take a possible vote on Zoning Bylaw Amendment, Cutting Timber within the NSP					
DESIRED ACTION:						
PROPOSED MOTION:	If a motion is required, one will be made at the time of the meeting					
SUMMARY:						
ACTION TAKEN:	Moved By: Seconded By: Condition(s):					
VOTED:	Yea Abstain					

Cutting of Timber with the NSP

To see if the Town will amend the Wellfleet Zoning By-Laws by Sections 2.1, 6.9 and insert 6.9.2 as follows:

2.1 Definitions:

Invasive Plants: Plant species identified by the Massachusetts Invasive Plant Advisory Group as Invasive, Likely Invasive, or Potentially Invasive [Insert Link]

Timber: Woody plants

6.9.1 CUTTING OF TIMBER WITHIN NSP

Within the National Seashore Park District, there shall be no cutting of timber except for the following reasons:

- (a) By an owner for the purpose of reasonably controlling brush or trees;
- (b) Maintenance cutting in pastures;
- (c) Cutting for clearance or maintenance on right-of-way including those pertaining to public utilities or public highways.
- (d) As permitted by the Special Permit Granting Authority in association with construction work.
- (e) as specified in a fire risk prevention plan
- (f) the removal of Invasive Plants

Summary: this clarifies what the term "Timber" as well the limited circumstances in which timber within the NSP can be cut.



AGENDA ACTION REQUEST Meeting Date: October 4, 2022



BUSINESS $\sim F \sim$

REQUESTED BY:	Ryan Curley ~ Chair							
DESIRED ACTION:	To review, discuss and possibly vote on Zoning Bylaw Amendment, Landscape and Tree Preservation							
PROPOSED	If a motion is required one will be made at the time of the							
MOTION:	meeting.							
SUMMARY:								
ACTION TAKEN:	Moved By: Seconded By: Condition(s):							
VOTED:	Yea Abstain							

To see if the Town will amend the Wellfleet Zoning By-Laws by Sections 2.1, 6.9 and insert 6.9.2 as follows:

2.1 Definitions:

Tree Thinning: thinning Tree removal in an immature forest stand that reduces tree density and between-tree competition.

6.9.2 Landscape and Tree Preservation Bylaw

Purpose: A wide variety of landscapes are necessary to provide a richness of habit required to support a diverse variety of species. Planting of native species in disturbed areas prevent those areas from being colonized by invasive species. Massachusetts General Law, Chapter 40A, Section 9, Fourth paragraph as amended by 2021, 24, Sec. 20 effective July 1, 2021. See 2021, 24, Sec. 149. allows municipalities to adopt "incentive" ordinances in a manner that protects open space.

No construction or site preparation work shall be done on any land, including but not limited to the removal of living trees of greater than 24" in girth measured at breast height (4.5') above ground level or below the lowest branching trunk, whichever is less, or the removal of greater than ten percent (10%) of existing vegetation or a maximum of 1,000 sq ft, or the grading of the site until all necessary permits and approvals have been obtained. If the total area of disturbance is greater than 10,000 sq ft, a special permit shall be required in all districts.

[Consideration of species?]

This section shall not apply to the removal of Invasive Plants, trees that are diseased in the opinion of a certified arborist, or those threatening structures, roadways, or utilities. This section shall not apply to municipal projects. If Wellfleet adopts a fire risk management plan, the specifications contained within that plan shall supersede those herein.

This section shall not prohibit site work reasonably necessary for conducting land survey or tests required as a condition precedent to the issuance of any permit or approval. If, after obtaining all necessary permits and approvals, such work is commenced and then abandoned, all areas of the site which were disturbed during construction or site preparation shall be revegetated with native species in a manner sufficient to avoid erosion.

At the conclusion of all site work, including but not limited to the construction of structures, grading, and grubbing, the disturbed area must be re-vegetated with native species. In the absence of re-vegetation with native species of a cleared area, a fee determined by the table [Table 6.9.2.1] shall be applied to be paid to the Environmental Betterment Fund. The landscaping with Invasive Plants is prohibited.

Table 6.9.2.1

Commented [RC1]: Also does this section require an opportunity to revegetate off site?

Commented [RC2R1]: "Zoning ordinances or by-laws may provide for special permits authorizing the transfer of development rights of land within or between districts. These zoning ordinances or by-laws shall include incentives, such as increases in density of population, intensity of use, amount of floor space or percentage of lot coverage, that encourage the transfer of development rights in a manner that protects open space, preserves farmland, promotes housing for persons of low and moderate income or further other community interests; provided, however, that nothing herein shall prohibit a zoning ordinance or by-law from allowing transfer of development rights to be permitted as of right, without the need for a special permit or other discretionary zoning approval."

https://malegislature.gov/Laws/GeneralLaws/Parti/TitleVII/Chapter40a/Section9

Commented [RC3]: Potential Capacity issue 24" in girth has a diameter of 7.63" one way to reduce the stain is to increase the girth. 1000sq ft is also low but such work should only be done when a permit for the use is in hand.

Some other girth sizes w (diameter)

18" (5.3")

24" (7.63") 36" (11.46")

48" (15.28")

Commented [RC4]: Prohibits land clearance in the absence of permit.

Commented [RC5]: Worry this could be overly strict and create issues also worry it is not enough. What basis would the permit be issued under?

Commented [RC6]: Would be good to include requirement to revegetate. But payment in lieu of is not appropriate for municipal projects.

Commented [RC7]: A fire risk prevention plan typically calls for the removal of vegetation in close proximity to a structure. It would be developed by the FD and this eliminates any potential future conflict between the two

Commented [RC8]: Note in order to have a payment in lieu of it requires a special permit, due to that we need to define what are the considerations that are taken into account in terms of granting a special permit. Because of the requirement to have a special permit we also need....[1]

Commented [RC9]: 43560 sq ft in a acre, what is an acceptable cost? This is what the question asked for. PIL is allowed for afforable housing or open space.

Commented [RC10R9]: Sample Costs 2,000 sq ft \$600 10,000 sq ft \$5,100 19,999 sq ft \$10,099.50 20,000 sq ft \$15,100

Area not re-	Base Fee	Fee for area
<u>vegetated</u>		<u>disturbed</u>
1001-2000	<u>\$100</u>	
sq ft		
2,001-10,000	\$100	25 ¢/sq ft
sq ft		
10,000-	\$100	50 ¢/sq ft
19,999 sq ft		
> 20,000 sq	\$100	75 ¢/sq ft
ft		

Exemptions:

<u>Deed restricted affordable housing or housing deed restricted to year-round residency shall be exempt from payments in lieu of re-vegetation.</u>

<u>Tree Thinning may be authorized under a special permit where the total canopy cover is retained, and disturbance to the ground and other vegetation is minimized. Tree thinning is exempt from payments in lieu of re-vegetation.</u>

Whereas Wellfleet is a Right to Farm Community land clearance in association with agriculture, provided all necessary permits and approvals have been obtained, shall be exempt from payment in lieu of re-vegetating so long as the land is re-vegetated within three years of the cessation of agriculture operations.

Summary: At the 2022 Annual town meeting, the petitioned Article 48 "Tree Preservation Resolution," passed with an overwhelming majority. The Selectboard was charged with causing a tree preservation bylaw to be drafted. Girth(circumference) is the standard forest measurement of a tree as is breast height. The petitioned article made no provision for cutting trees not associated with construction or demolition activities. The bylaw before you prohibits the removal of trees unless all permits have been issued as well as protecting other forms of vegetation, and requires a permit in all instances except for an emergency.

FOR REFERENCE

"Zoning ordinances or by-laws may provide for special permits authorizing the transfer of development rights of land within or between districts. These zoning ordinances or by-laws shall include incentives, such as increases in density of population, intensity of use, amount of floor space or percentage of lot coverage, that encourage the transfer of development rights in a manner that protects open space, preserves farmland, promotes housing for persons of low and moderate income or further other community interests; provided, however, that nothing herein shall prohibit a zoning ordinance or by-law from allowing

Commented [RC11]: Fine is separately controlled

Commented [RC12]: Drop 1001-10,000 due to the special permit requirement? It is possible to see how it goes and then revist at a latter date. A permit would still be required.

Trying to accomadate the intent

transfer of development rights to be permitted as of right, without the need for a special permit or other discretionary zoning approval."

https://malegislature.gov/Laws/GeneralLaws/Partl/TitleVII/Chapter40a/Section9

FOR REFFRENCE ATM 2022

For the Tree Preservation:

ARTICLE NO. 48 - TREE PRESERVATION RESOLUTION:

To see if the Town will vote to adopt the following **TREE PRESERVATION RESOLUTIO N**:

WHERE AS, trees are recognized for their abilities to improve air quality, protect from glare and heat, reduce noise, aid in the stabilization of soil, provide natural flood and drainage control, create habitats for wildlife, enhance aesthetics and property values, contribute to the distinct character of certain neighborhoods and roadways, provide natural privacy

to neighbors, and reduce ambient carbon in the atmosphere; and

WHERE AS, the preservation and protection of certain trees on private property, the requirement to replant trees to replace those removed, and the collection of financial contributions to support the T own's tree planting and maintenance efforts are public purposes that protect the public health, welfare, environment, and aesthetics; and

WHERE AS, at our 2021 Town Meeting, the voters of Wellfleet passed a resolution declaring a climate emergency and committing to eliminate the town's carbon emissions by or before 2050; and in order to achieve that goal, we will need not only to maintain, but also to *increase* our net number of trees, to compensate for emissions we are not able to eliminate.

Now, therefore, be it RESOLVED: That the Town vote to authorize the Select Board prepared cause to be for consideration at the next Town Meeting, a Tree Preservation ByLaw supporting the preservation and protection residential. municipal of treeson and commercial lots preceding or during significant demolition and/or construction activity, by designating areas of a lot where trees must be protected, and requiring mitigation for trees removed via replanting or collection of fees to support the Town's tree planting and maintenance efforts; and

FURTHER RESOLVED: That in order to effectuate the purposes of the resolution, the Town of Wellfleet's Select Board appoint a committee of five (5) members (Tree Preservation Bylaw Committee), with a recommendation to include one member of the Wellfleet Conservation Commission, and one member of the Wellfleet *Zoning Board*, to be charged with the drafting of the Bylaw for the Select

Board's review and approval prior to submission for the Town's approval at the 2023 Town Meeting; and;

FINALLY

RESOLVED: That the Tree Preservation Bylaw Committee *consider* the following non-binding recommendations:

- 1. The Tree Preservation Bylaw only apply to trees that are six (6) inches in diameter or greater and located within a lot's twenty-five (25) foot setback area (Protected Trees);
- 2. The Tree Preservation Bylaw will prohibit the removal of Protected Trees during construction, or for a period of time not to exceed fifteen (15) months prior to an application for a demolition or building permit for:
 - a. demolition of an existing structure of 250 gross square feet or greater, (b) construction of any building or structure on a vacant lot, or (c) construction of one or more structures or additions to structures on a lot that increases the Gross Floor Area by 50% or greater.
- 3. The Tree Preservation Bylaw will provide an option, if it is not practical to save a Protected Tree, for it to be removed and replaced with new trees elsewhere, or pay into a tree fund, which the Town will use to buy and plant trees in residential areas.
- 4. The Tree Preservation Bylaw will not apply to the subdivision of land under the Town's Subdivision Rules and Regulations, those areas of a property under the jurisdiction of the Wetlands Protection Act, public shade trees pursuant to M.G.L. Chapter 87, emergency projects necessary for public safety, health, and welfare, trees severely damaged as the direct result of a natural disaster, or trees that are hazardous.
- 5. The Tree Preservation Bylaw will require that mitigation be based upon the DBH (diameter at breast height) of Protected Tree(s) removed. For each inch of DBH of the Protected Tree(s) removed, no less than one half (½) inch caliper of a new native tree(s) shall be replanted with each new tree having a minimum caliper of two (2) inches. If the Protected Tree to be removed is an overstory tree species, the replacement tree(s) to mitigate the removal shall be a native overstory tree species; or to take any other action relative thereto:

(Citizens Petition)

Majority Vote Required

Recommendations:

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

Bylaw Committee: Yes - 0, No - 3, Abstain -0.

Ms. Harriet Korim moved, and it was seconded, that Article No. 48, Tree Preservation Resolution, be adopted as printed in the warrant except in paragraph four to correct, Select Board to one word, the word By-law to only have the B be capitalized, line three include no italics, and treeson is two words. Line five reads, and by requiring mitigation for trees removed by via replanting or collection, ect. Line six ends with efforts and a period and most importantly

the last paragraphs five and six, beginning with further resolved and finally resolved be removed.

Mr. Devasto moved, and it was seconded to amend the motion where in the fourth paragraph to end after the word By-law.

The Moderator called for a vote of Mr. Devasto's amendment, and declared that carried on a majority vote.

The Moderator called for a vote on Ms. Korim's motion as amended and declared it carried on a majority vote.

Page 1: [1] Commented [RC8] Ryan Curley 8/22/2022 10:34:00 AM

Note in order to have a payment in lieu of it requires a special permit, due to that we need to define what are the considerations that are taken into account in terms of granting a special permit. Because of the requirement to have a special permit we also need to calibrate the permiting and factors to the towns capacity to process them.



AGENDA ACTION REQUEST Meeting Date: October 4, 2022



BUSINESS ~ G ~

REQUESTED BY:	Ryan Curley ~ Chair							
DESIRED ACTION:	To review, discuss and possibly vote on Zoning Bylaw Amendment, Locally Notable Trees							
PROPOSED	If a motion is required, one will be made at the time of the							
MOTION:	meeting.							
SUMMARY:								
ACTION TAKEN:	Moved By: Seconded By: Condition(s):							
VOTED:	Yea Abstain							

Locally Notable Trees

To see if the Town will amend the Wellfleet Zoning By-Laws by Sections 2.1, 6.9 and insert 6.9.2 as follows:

2.1 Definitions:

Locally Notable Trees: Native trees with a girth of 3m or greater measured at breast height (4.5') or below the lowest branching trunk, whichever is less. Or tree species listed as Endangered, Threatened, or of Special Concern by the Massachusetts

6.9.3 Locally Notable Trees

Recognizing the value large older trees provide to wildlife and the unique role they play in the ecosystem they should be preserved whenever possible. No removal of or trimming of Locally Notable Trees shall be removed until all necessary permits and approvals have been obtained unless there is an immediate threat to public safety.

6.9.3.1 Removal of Locally Notable Trees shall require a special permit from the Locally Notable Trees. Any application for the removal of a Locally Notable Trees shall be referred to the Conservation Commission for comment prior a hearing before the Special Permit Granting Authority. A priority shall be placed on retaining these trees during the course of any construction activities or site plan and or landscaping.

6.9.3.2 Applications for the trimming of a **Locally Notable Tree** must include a letter from a certified arborist that the trimming poses little risk to the health of the tree prior to any such work being performed and are subject to the approval of The Tree Warden. If the Tree Warden or Arborist determines that the trimming of a **Locally Notable Tree** poses a threat to its health, they shall refer the matter to the Special Permitting Authority, who will refer it to the Conservation Commission for comment prior to the hearing.

Summary: It also requires a special remit to remove or for the trimming that may pose a risk to the health of very large trees. Very large trees provide extensive ecosystem benefits as well as often natural playgrounds. This also clarifies and strengthens the prohibition of the cutting of timber in the NSP.

Commented [RC1]: Seems large (118.11) but it is 37.5956" in diameter another option is 118" which is 37.56" in diameter

More information:





Ancient Tree Guide no.4: What are ancient, veteran and other trees of special interest?

This leaflet is the fourth in a series about ancient trees:

Ancient Tree Guide no.t: Trees and Farming.

Ancient Tree Guide no.2: Trees in Historic Parks and Landscape Gardens.

Ancient Tree Guide no 3: Trees and Development.
They are available from the Woodland Trust or can be downloaded (as a pdf file) in English and Welsh from www.ancient-tree-forum org.uk.
Mae'r daf len bon ar gael yn Gymraeg fel pdf o wefan.

Advice and information on ancient and veteran trees www.ancient-tree-forum.org.uk

Tell us about a tree you have found or find one at www.AncientTreeHunt.org.uk

Tell us about a wood or tree under threat and get lots more information about fighting a threat at: www.woodsunderthreat.org.uk

Information about heritage treeswww.treecouncil.org.uk



The Woodland Trust
Autumn Park
Granthain
Lineolnshire NG31 6LL
Telephone: 01476 581111

The Woodland Trust Wales (Coed Cadw) 3 Cooper's Yard, Curran Rd Cardiff CF10 5NB Telephone: 08452 935860 Information about champion trees in the British Isles and the Ancient Yew Groupwww.treeregister.org

Further reading:

Veteran trees: A guide in good management (2000) ed H, Read, Published by English Nature (now Natural England). No longer available in hardcopy, only as a pdf from their website at www.naturalengland.org.uk

Fay, N. (2002) The Principles of Environmental Arboriculture The Arboricultural Journal 26 (3)

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Maliey, R. (1980) The Common Ground. Hutchinson Rackham, O. (1990) Trees and woodland in the British

landscape (revised edition) Pheonix, London.
Rodger, D., Stokes, J. and Ogilvie, J. (2006)
Heritage lives of Scotland. The Tree Council.

Stokes, J. (2002) Great British Trees. The Tree Council

White, J (1998) Estimating the age of large and veteron trees in Britain Forestry Commission Information Note No 12



The Woodland Trust So South Inch Business Centr Shore Road Perth, PH2 8BW Telephone: 01738 635829

Northern Ireland
I Dufferin Court, Dufferin Avenue
Bangor, County Down BT20 38X
Telephone. 028 9127 5787

Website: www.woodlandurust.org.uk Email: enguires@woodlandurust.org.uk t Tree Forum c/o The Woodland Trust, Autumn Park, Grandram, Unkohishire, NG31 6LL Tel 01476 58†13

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Trees of special interest

Across the UK there are many special trees. They may be outstanding because they are old, provide important habitat, are the biggest of their species, are linked with an important historic event or have some exceptional cultural significance. Often it is obvious why they are so special — their appearance is so out of the ordinary or their heritage value is so long established. However, there are circumstances when we want to make it absolutely clear that a tree has special interest. This is when we need to be able to describe what we mean by the terms:

- Ancient or aged
- Veteran
- Heritage
 Champion
- Notable



Who is this guide for?

This guide is intended to help people recognise trees that have special interest and to help justify why a tree (or group of trees) stands out from others of the same species. Sometimes it is important that their specific qualities can be clearly recognised, so they can be properly protected and managed.

The guide is intended for anyone who is interested in the wonderful world of these remarkable trees. It is for those involved in tree protection, specialists and amateurs, writers, landscape historians and archaeologists, recorders and owners, children and adults; in fact anyone.

"...those grep, gnarled, low browed, knock kneed, bent, huge, strange, long armed, deformed, hunchbacked, misshapen oak men that stand awaiting and watching century after centure."

Frances Kilvert on ancient trees at Moccas Park, 1876



Ancient oak with a crown which is just starting to retrench

What is an ancient tree?

An ancient tree is one that has passed beyond maturity and is old, or aged, in comparison with other trees of the same species. Its canopy may be small. It will probably have a very wide trunk relative to other trees of the same species and it is very likely that it will be hollow. These features are not a sign that the tree is about to die. In fact, even in this ancient stage the tree may stay alive and healthy for many decades and often centuries. All these characteristics are used to help identify a truly ancient tree. However, ancient trees grow in so many different environments and have been influenced by so many factors over their long lives that they may not always have large girths.

The older the tree the more valuable it becomes. Dying ancient trees may endure for many decades and by still being present in the landscape continue the biological, historical or cultural connection, as well as providing very valuable habitat for wildlife.

Ancient trees - the ageing process

Most people would think that trees keep growing taller and taller, but ancient trees prove us wrong. Even though the crowns of ancient trees continue to be very much alive, they become smaller, due to gradual dieback and branch loss. This starts to occur after the tree has passed its peak of maturity and is a natural process in which the area of foliage and the

Gurdi Was and man of the last

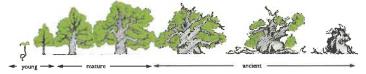
root system are rebalanced with each other. This process is known as crown retrenchment and is sometimes also described as 'growing downwards'. In some conifer species flattening and broadening of the crown may be the only indication of retrenchment. Dead, broken, lower branches may also remain attached to the trunk due to the durability of the wood.

A small crown and a wide trunk allows a tree to withstand high winds and avoid being uprooted. Conifers may also develop many new multiple stems following storm or lightning damage, resulting in the appearance of a flattened upper crown.

Hollowing of the trunk as a tree ages is entirely normal and is not a sign of ill health. It is the deadwood in the centre of the tree that is slowly decayed by fungi which rarely, if at all, colonise the living sapwood. The hollowing of the trunk (and the shedding and decay of dead branches associated with retrenchment) may help the tree to live for longer, by releasing minerals that were 'locked up' in the wood so they are available for the tree to re-use.

It may take several hundred years for this special habitat to be created and be suitable for many rare and specialised fungi and animals. The decaying wood of an ancient tree is one of the most important habitats that exist in Europe and therefore it is vital to conserve all our ancient trees.

Diagram showing the stages in the life of an ancient tree



The ancient phase may be the longest phase in the tree's life and the most valuable for associated wildlife

2

How old is it?

When a tree is growing in average conditions, its girth may be a guide to whether it is ancient or not. Consider the largest girth of the species of tree (see chart below) and relate it to that. There is a way of estimating the age of a tree - see White, 1998. However, always bear in mind that soils, altitude, climate, growing conditions and whether the tree has been pollarded (cut repeatedly through part or all of its life) can affect the rate at which the tree grows so this method can only be used as a guide to ageing a tree. Ancient trees growing in environmentally challenging places like the uplands may be significantly smaller.

The more we look at trees in different growing conditions, the more we learn about tree girth as a guide to separating 'ancient' from 'veteran' and 'notable' trees. We have provided a provisional guide to typical girths of some common tree species growing in average conditions, but as we gather more data we may need to adjust the ranges.

Key characteristics* of an ancient tree

- Crown 'growing down vards' or flattening (in conifers) through the againg process
- A large girth by comparison with other trees of the same species (it may have a smaller girth if it is growing in poor conditions or is a pollard)

- . Hollowing trunk; this may have one or more openings to
- Stag-headedness (dead, ander-like branches extending beyond the crown)
- · Fruit bodies of heart-rot fungi
- Cavities (eg where branches have broken away), sap runs or naturally forming water pools in branch hollows
- · Rougher or more creviced bark
- · An 'old' look which has high aesthetic appeal
- Aerial roots growing down into the decaying trunk or branches

*The more of these a tree has, the more likely it is to be ancient.



ot very large but definitely old for its specie:

1 1	Girth (m)																	
Tree species	T	T	T.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Yew				110				-	-									
Sweet chestnut			1.0 1	0.8		la cons												
Oak			2 1	0 1 0		-		-	-			-	112	91				
Lime			122	8 10		-		411	33									
Syttmore				E 100				- 1										
Ash						ė i	-	one.		t								
Beech			0.0			-	-	-	22									
Alder		100				11												
Field maple		1.0	-	_														
Rowan			8	de s														
Mouthoup	- 0	_	Name of	4.	100													

KEY

Chart showing typical relationship between girth and tree species growing in average conditions

What is a veteran tree?

Veteran is a term describing a tree with habitat features such as wounds or decay. The terms ancient and veteran have been used interchangeably in the past, however, it is important to know what the differences between them. A veteran tree is a survivor that has developed some of the features found on an ancient tree, not necessarily as a consequence of time, but of its life or environment. Ancient veterans are ancient trees, not all veterans are old enough to be ancient. A veteran may be a young tree with a relatively small girth in contrast to an ancient tree, but bearing the 'scars' of age such as decay in the trunk, branches or roots, fungal fruiting bodies, or dead wood. These veteran features will still provide wildlife habitat.

These habitat features typically start to appear in the mature, pre-ancient stage and also in traditional pollards.



Not all veterans are ancient; a tiny veteran beech tree

Accelerating the ageing clock

Stress (eg from drought) and physical damage (eg from lightning) may also create veteran features, although where it significantly reduces the life expectancy of the tree, it will only provide shortlived habitat value. Cultivation too close to the tree, damage from construction and trenching work to street trees are a common cause of root damage. They can often lead to die-back in the crown creating lots of dead branches, which may lead to rapid decline and death before the complex habitats which characterise veterans have a chance to develop.

There is an important distinction between retrenchment and trees appearing to die back from serious disease or wounding damage. If a tree is undergoing natural retrenchment, individual branches are shed or die back but the remainder of the crown continues to flourish and remain healthy. This may happen on many occasions, and often leads to development of another crown (ie resetting the age clock). If, however, the tree is in serious decline or about to die, the entire crown looks thin or pale and progressively dies back. In younger trees die-back is often associated with massive injury or stress.

Working out the stage in life a tree has reached comes from practice and not from books 33 (Rackham, 1976)

Key habitat features of a veteran tree:

- Evidence of decay processes, such as hollowing in the trunk, fruit bodies of fungi known to cause wood decay and cavities or rot holes (eg where limbs have broken off or bark is damaged).
- Significant amounts of dead wood: many dead limbs or branches (larger than 20cm in diameter) in the

What is a champion tree?





Dughall Mor (tall, dark stranger), the tallest tree in the UK

A champion tree is one that is the tallest or has the largest trunk girth of its kind in the UK (or a given region). Champions that have a very large girth will usually be ancient trees. However, champions because of their height are unlikely to be ancient. The tallest champion trees can be mature trees, at the peak of their growth. However, they may also be quite young trees; a rare or introduced species of tree may be quite young for its species but can be the tallest or have the widest trunk when compared with others of the same species growing here in the UK. The Tree Register of the British Isles holds the details of all the largest trees of each species - the definitive record of Britain and Ireland's champion trees.

What are heritage trees?

A heritage tree is one that has contributed to or is connected to our history and culture. Relevant attributes include:

· Historical, archaeological or cultural associations especially with important or colourful events or famous people (eg the Major Oak in Sherwood Forest). Alternatively they may be trees planted to commemorate a particular occasion or old pollards demonstrating the importance of this system of tree management down the centuries.

- · Aesthetic appearance, landscape character or architectural setting. They might have strange shapes from natural growth or human intervention (eg great layering trees or the Cage Pollard at Burnham Beeches). The trees may also be of exceptional importance because they make a particular design statement (eg the Albert and Victoria cedars at Stowe Park). They may be groups of trees such as found in avenues, orchards, groves of particular exceptional importance (eg the lime avenues at Hampton Court or the Meikleour beech hedge in Perthshire). They can be well loved landmarks in local communities.
- Rare or having great botanical interest. They could be rare native trees (eg whitty pear), or first trees from seed planted by a tree collector (eg the first Douglas firs planted), or special cultivars of historic interest (eg the first Bramley apple tree).

Heritage trees are often ancient but not necessarily so. A tree that has been planted by some notable person. such as Queen Elizabeth II, or to commemorate an event will have historic value but is unlikely to be ancient. However, all ancient trees are heritage trees.







The Meikleour beech hedge, Perthshire

What is a notable tree?

Notable trees are usually magnificent mature trees which stand out in their local environment because they are large by comparison with other trees around them. They are often taller than ancient trees and they may be fatter than many veteran trees but do not have any obvious veteran characteristics. In parts of the UK where trees are less common, a tree that is relatively small may be notable because it is significant in its local environment. Some notable trees may be relatively young eg Wellingtonias but still appear remarkably large. Most notable trees will be worthy of recognition regionally or locally.



A notable mature elm

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AGENDA ACTION REQUEST Meeting Date: October 4, 2022



BUSINESS

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REQUESTED BY:	Ryan Curley ~ Chair					
DESIRED ACTION:	To review and discuss the Environmental Betterment Fund					
PROPOSED	If a motion is needed one will be made at the time of the meeting.					
MOTION:						
Summary:						
ACTION TAKEN:	Moved By: Seconded By:					
	Condition(s):					
VOTED:	Yea Abstain					

Environmental Betterment Fund

To see if the Town will vote to establish a special purpose "Environmental Betterment Fund" fund pursuant to G.L. c. 40, §5B and further to dedicate one hundred percent (100%) of the revenue received as payments in lieu of under [article and section of zoning] Tree Preservation, to be appropriated by future votes of Town Meeting as grants or to support initiatives benefiting the environment within the Town of Wellfleet, or to act on anything thereon.

Summary: This creates a dedicated fund to support environmental initiatives within Wellfleet. It is funded by contributions received as mitigation (payments in lieu of) under the Tree Preservation Zoning Bylaw. Expenditures from this fund must be approved by town meeting.



AGENDA ACTION REQUEST Meeting Date: October 4, 2022



BUSINESS

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REQUESTED BY:	Barbara Carboni ~ Selectboard Member						
DESIRED ACTION:	To Discuss a Capital Planning Committee						
PROPOSED	If a motion is needed one will be made at the time of the meeting						
MOTION:							
SUMMARY:							
ACTION TAKEN:	Moved By: Seconded By:						
	Condition(s):						
VOTED:	Yea Nay Abstain						

Statutory authority to establish a capital planning committee: G.L. c. 41, s. 106B:

§ 106B. Capital planning committee; establishment; duties

A town at its annual town meeting may by by-law establish a capital planning committee. Said by-law shall prescribe the composition, mode of appointment or election and terms of the members of said capital planning committee. Said committee shall annually review the capital improvement program, if any, and proposals for the construction of municipal buildings, acquisition of land or personal property and make recommendations to the appropriate officer, board, agency or department. Such recommendations may be included within the annual budget or the annual report required by section sixty-one if authorized by a by-law of the town. Other duties and responsibilities of said capital planning committee may be specified by by-law. Any vacancy occurring shall be filled for the unexpired term in the same manner as the original appointment.

Example of bylaw establishing a capital planning committee: Stow

General Bylaws, Article 4, section 8: Capital Planning Committee

a. A committee to be known as the Capital Planning Committee shall be established, composed of one member appointed by the Finance Committee, one member appointed by the Select Board and three additional members appointed by the Moderator. The members appointed by the Finance Committee and the Select Board shall be appointed for two-year terms, with the initial member appointed by the Finance Committee to have an initial term of one year. The other members shall be appointed for three-year terms such that one term will expire each year. The Moderator shall also appoint not more than three (3) associate members with the same qualifications as regular members, each for a term of one year, who shall be non-voting members whose duties, rights and obligations shall be determined by the regular members thereof. All members and associate members shall serve through the annual town meeting of the year in which their terms expire. Only registered voters of the Town of Stow who are not employed by or serve as officers for the Town shall be eligible for appointment by the Moderator. A vacancy shall be filled for the expired term in the manner of the original appointment. The committee shall choose its own chair and secretary.

b. The Committee and the Town Administrator shall study proposed capital outlays involving the acquisition of land and any expenditure of \$10,000 or more having a useful life of at least three years. All officers, boards and committees of the Town, including the Select Board and the School Committee, shall by December 1st of each year submit to the Capital Planning Committee and the Town Administrator, on forms prepared by them, information concerning all projects anticipated by them as requiring town meeting attention during the ensuing five fiscal years. The Committee and Town Administrator shall consider the relative need, timing and cost of these expenditures and the effect each will have on the financial position of the Town.

c. The Committee and the Town Administrator shall prepare an annual report containing a capital budget of such outlays for the first year for presentation to the Select Board and the Finance Committee for inclusion in the Finance Committee's report and also a capital program for the following four (4) years for adoption by the town at the annual meeting, with explanations thereof. Investigations may be made and hearings held as may be deemed necessary.

Another example: Sandwich

General Bylaws, Section 2.01: Capital Improvement Planning Committee

Part 1: The Town Moderator shall establish and appoint a five-member committee to be known as the Capital Improvement Planning Committee (CIPC). The CIPC will be composed of one member of the Finance Committee and four members-at-large. All members must be registered voters and shall not be employees of the town. The Town Manager shall be an ex officio Committee staff member without the right to vote. The term of appointment to the Committee will be one year, commencing on the first day of July of the current year. The Committee shall choose its own officers.

Part 2: The Committee shall define and study all proposed capital projects and improvements involving major non-recurring tangible assets and projects. All officers, boards and committees, including the Selectmen and the School Committee, shall give to the Committee on forms prepared by it the information needed to prepare a Capital Budget for Town Meeting. The Committee shall consider the relative need, impact, timing, cost and finding methodology of these capital expenditures and the effect each will have on the financial position of the Town and may make a report to the Finance Committee and Board of Selectmen.

Part 3: The Committee shall recommend a Capital Budget for the next fiscal year and a Capital Improvement Program including recommended capital improvements for the following five fiscal years. The report shall be submitted to the Finance Committee and the Board of Selectmen for their consideration. The Capital Budget shall be presented to Town Meeting for adoption by the Town. Part 4: The Committee's recommended Capital Budget shall be published and made available to the public.

Another example - Bourne

General Bylaws, Article 1.5: Capital Outlay Committee

Section 1.5.1 Membership. There shall be a Capital Outlay Committee, consisting of five (5) voters of the town appointed as follows: The Selectmen shall appoint three (3) members at large and two (2) members shall be appointed by the members of the Finance Committee from its membership.

- Section 1.5.2 Finance Director Ex-Officio. The Finance Director shall be an ex-officio member and shall not be entitled to vote on making recommendations to be included in its reports.
- Section 1.5.3 Terms of Appointment and Officers. Members shall be appointed for 3-year terms. The terms shall be so arranged that the terms of all members of the Committee do not expire in the same year. Members may be reappointed and they shall serve without compensation. The Committee shall elect a Chairman, Vice-Chairman and Clerk from among the members at its first meeting, on or after July 1st of each year.
- Section 1.5.4 Duties. It shall be the duty of the Committee to recommend annually what capital outlay 8 items as defined herein, will be required by the Town in the next five (5) years. In making this determination, the Committee will consult with the Selectmen, Town Administrator, and with Boards, Department Heads, and Committees of the Town. All Department Heads and members of Town Boards and Committees will cooperate with the Committee and respond to its requests for information. The Capital Outlay Committee as established herein shall be the Committee designated to work in conjunction with the Town Administrator in preparing a Capital Improvement Program and Capital Budget as set forth in Section 7-2 of the Charter.
- Section 1.5.5 Annual Report. The Capital Outlay Committee shall prepare an annual report of its recommendations which shall be submitted to the Town Administrator, Board of Selectmen and the Finance Committee on or before January 10th of each year. Said report shall include its recommendations for the scheduling and financing of capital outlays. The Committee shall make such further reports during the year as the Town Administrator or Board of Selectmen may request.
- 1.5.6 Capital Outlay Items Defined. Any proposed article meeting the definition of a capital outlay item as herein defined shall be presented to the Capital Outlay Committee for review as a Capital Outlay item. A Capital Outlay item will refer to any activity that meets one or more of the following criteria:
- a. The acquisition of land or buildings.
- b. The new construction, reconstruction, repair, replacement, or improvement of buildings or other public facilities, drainage facilities, streets, sidewalks, parks or improvements of land with a cost in excess of \$20,000.00.
- c. The purchase of major equipment, including motor vehicles, with a cost in excess of \$10,000.00.
- d. The planning and design studies for any Capital Outlay item as defined.
- e. And those items referred to the Capital Outlay Committee by the Finance Committee



AGENDA ACTION REQUEST Meeting Date: October 4, 2022



BUSINESS

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REQUESTED BY:	Ryan Curley, Chair							
DESIRED ACTION:	: To review the Lower Cape TV Bylaws							
PROPOSED	If a motion is needed one will be made at the time of the meeting							
MOTION:								
ACTION TAKEN:	Moved By:	Seconded By:						
	Condition(s):							
VOTED:	Yea Nay	Abstain						



Mailing: PO Box 1661., North Eastham MA 02651 • Street: 5 Namskaket, Orleans MA 02653

ALL In Hand

September 19, 2022

Richard J. Waldo Town Administrator Wellfleet Town Hall 300 Main Street Wellfleet, MA. 02667

Dear Richard:

Notice is hereby given of the intention of the Board of Directors of Lower Cape Community Access Television, Inc. to vote on a motion to adopt the attached By-Laws at the December Board meeting on December 21, 2022, at 6:00 PM.

The Town of Wellfleet has the right to review and comment upon the proposed By-Laws.

Please submit your comments to LCCAT, Inc., via mail at PO Box 1661, North Eastham, MA 02651.

Thank you for your consideration in this matter.

Thank you

Teresa Martin

Executive Director

Lower Cape Community Access TV, Inc.

By Laws

of Lower Cape Community Access Television, Inc.

Article One The Corporation

Section 1. Name

The name of this corporation is Lower Cape Community Access Television, Inc. and it shall be referred to throughout these By Laws as the Corporation or LCCAT.

Section 2. Purpose

The Corporation is organized exclusively for charitable, scientific and educational purposes as a non-profit corporation and its activities shall be conducted for the aforesaid purposes in accordance with the specific purposes set forth in its Articles of Organization in such a manner that no part of its net earnings shall inure to the benefit of any officer or individual and in accordance with the requirements of Section 501(c)(3) of the Internal Revenue Code of 1954, or the corresponding provisions of any future Internal Revenue law.

The purposes of the Corporation shall be as set forth in Article II of its Articles of Organization, as they may be amended from time to time, including but not limited to the communication of local and underreported national stories, through community media which embody mutual respect and inclusion for all; and the creation a shared set of knowledge and information, in support of the strengthening and sustenance of our communities.

Section 3. Mission

Connecting and creating community through communication and storytelling to strengthen and sustain the bonds of the Cape Cod community using respectful and inclusive interactions.

Section 4. Members

The corporation shall have no members. Any action or vote required or permitted by law to be taken by members of the corporation shall be taken by action or vote of the same percentage of the Directors.

Article Two Board of Directors

Section 1. Powers

The affairs of the corporation shall be managed by the Directors who may exercise all the powers of the corporation.

Section 2. Qualifications, Numbers and Terms of Directors

The corporation shall have a Board of eleven to fifteen Directors. Directors shall be elected for terms of three years. Directors may serve a maximum of three consecutive full three-year terms. After an absence from the Board of at least one year, a former Director may be reconsidered by the Governance Committee for nomination to the office of Director of the Corporation.

Section 3. Procedures for Election of Directors

The Board, at its Annual Meeting, shall elect new Directors, making efforts to stagger the appointments. The Board shall make efforts to ensure a wide representation, as well as a broad range of skills, expertise, and perspectives.

Each of the Towns of Truro, Wellfleet, Eastham, Orleans and Brewster shall be entitled to one representative member of the Board of Directors. Upon receipt of notice of a vacancy in a Town representative's seat, the Select Board of the Town shall have 90 days to appoint a representative member of the Board of

Directors. If the Town fails to appoint a representative within 90 days, the Board may fill the vacancy as otherwise in accordance with these By Laws.

The Corporation values the contributions made by the diverse communities of the Outer Cape and believes that the diversity among its people has strengthened it. The Corporation recognizes the dignity and worth of all people by equitably treating its communities, employees, and volunteers, by fairly providing services, by consulting with communities and making sure everyone can participate in decision-making. The Corporation will create an environment of equality in governance and in the community for all people regardless of their race, ancestry, place of origin, color, ethnic origin, disability, citizenship, creed, sex, sexual orientation, gender identity, same sex partnership, age, marital status, family status, immigrant status, receipt of public assistance, political affiliation, religious affiliation, level of literacy, language, or socio-economic status.

Section 4. Responsibilities and Powers

In addition to and in furtherance of all powers conferred on them by law or by the Articles of Organization of the Corporation, the Board of Directors, acting in the name and on behalf of the Corporation shall have the following powers, provided that the exercise of such powers furthers the exempt purposes of this organization as defined by Section 501(c)(3) of the Internal Revenue Code, including but not limited to:

- i. To purchase real and personal property; to invest and reinvest the property of the Corporation; to sell at public or private sale, exchange, transfer, or grant options to purchase, the whole or any part of the property of the Corporation, real or personal, at any time held by it, upon such terms and conditions as they may deem best, and to execute, acknowledge, and deliver such deeds, contracts, or other instruments as they may deem necessary or advisable in connection with any such purchase, sale, exchange, option, or transfer, provided that any such purchase furthers the exempt purposes of this organization as defined in Section 501(c)(3) of the Internal Revenue Code;
- ii. To determine, in accordance with generally accepted accounting principles, whether any money or other property received by the Corporation shall be treated as principal or income, and to determine in accordance with such principles the extent to which expenses of the Corporation shall be borne as between principal and income; and this power shall include with-out limitation, the power to determine, in case any investment shall at any time be made in any bond or security for money at a premium or in a so-called wasting investment or in non-income producing property, whether and to what extent and in what manner any part of the actual receipts in respect of such bond, security, wasting

- investment, or non-income producing property shall be dealt with as principal or as income;
- iii. With respect to any security which is part of the property of the Corporation, to vote or grant proxies to vote such security, to take any action deemed appropriate in connection with any merger, consolidation, or reorganization and to exercise any conversion, subscription, or other right pertaining to such security;
- iv. To lease with or without option to purchase, any real estate at any time held by the Corporation, for such term or terms, and upon such provisions and conditions, as they shall determine; and to alter, repair, demolish, rebuild, and improve any building, leased or owned, which is at any time part of the property of the Corporation provided that any such lease or activity relating to real estate furthers the exempt purposes of this organization as defined by Section 501(c)(3) of the Internal Revenue Code;
- v. To borrow money on such terms as they deem proper and to mortgage or pledge property, real or personal, of the Corporation to secure the same;
- vi. To invest in and retain for so long a period as they see fit the shares, preferred or common, of investment companies or investment trusts, whether of the open-end or closed-end type, and without notice to anyone to participate in any common trust or pooled fund;
- vii. To invest such portion of the funds of the Corporation as the Directors may from time to time determine in such securities as the Directors in their uncontrolled discretion shall consider likely to result in future appreciation of principal, even though the securities so purchased may pay currently only a small dividend in proportion to their cost, or no dividend at all, and there is no reasonable prospect of a higher dividend rate, or

- of any dividend for an indeterminate or extended time in the future;
- viii. To invest such portion of the funds of the Corporation as the Directors may from time to time determine in securities the income from which is exempt from federal or state income tax and to hold the same, even though such securities would not normally or usually for any reason be considered suitable investments for fiduciaries;
- ix. To adjust, settle, arbitrate, or compromise any claim or claims of any nature payable to or made against the Corporation including any claims for taxes upon any terms satisfactory to them; and
- x. Upon dissolution of the Corporation, after paying or making provision to pay all of the li-abilities of the Corporation, to dispose of all the assets of the Corporation exclusively for the purposes of the Corporation, or to such organization or organizations organized for similar purposes and operated exclusively for charitable, educational or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 or the corresponding provisions of any future United States Internal Revenue Law.

Section 5. Resignation

Any Director may resign at any time by delivering their resignation in writing to the President of the board, or the Clerk or to the Corporation at its principal office. Such resignation shall be effective upon receipt unless specified to be effective at some other time.

Section 6. Removal

A Director may be removed with or without cause at any time by the vote of a majority of the Directors then in office.

Section 7. Vacancies

Any vacancy in the Board of Directors may be filled by vote of a majority of the Directors then in office. The Directors may exercise all their powers notwithstanding the existence of one or more vacancies in the Board. Vacancies in any office may be filled by a majority of the Directors then in office.

Section 8. Meetings

Regular meetings of the Board of Directors may be held in such places and at such times, not less than four times per year, as the Board may from time to time determine and fix. The agenda for each regular meeting and the agenda supporting materials, shall be delivered to each Director at least three business days in advance of the meeting.

Meetings shall be open to the public. Notwithstanding the forgoing, the requirement meetings be open to the public shall not apply to: (a) conferences, training sessions, or social events; (b) attendance of Board members at a meeting of another organization; (c) the distribution of scheduling information or materials to be discussed at a Board meeting; (d) on-site inspections; and (e) executive sessions for consideration of employment, contractual, litigation or mediation, collective bargaining, criminal misconduct and charges, intellectual property and trade secrets, real estate transaction, or as required by law or grants.

Directors shall attend a minimum of 75% of scheduled Board meetings per year, in person or by remote participation, except as otherwise provided herein. Absences in accordance with the Family Medical Leave Act shall be excused, upon notice to the Board President, or in the alternative, the next most senior officer. Failure to attend the required number of Board

meetings shall constitute grounds for removal from the Board.

The Annual Meeting of the Board of Directors shall be held within three months after the end of the fiscal year of the Corporation on such date and at such hour and place as the Directors or an Officer designated by the directors shall determine and fix. In the event that no date for the Annual Meeting is established or such meeting has not been held on the date so determined, a special meeting in lieu of the annual meeting may be held with all of the force and effect of an annual meeting.

Special Meetings of the Board of Directors may be held at any time and at any place when called by the President of the Board of Directors or a majority of the Directors.

Except as required by law, three business days notice, by mail, email, or telephone, shall be given for an Annual or a Special Meeting unless shorter notice is adequate under the circumstances. Whenever notice of a meeting is required, such notice need not be given to any Director if a written waiver of notice, executed before or after the meeting, is filed with the records of the meeting, or to any Director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to such director. Neither such notice nor waiver of notice need specify the purposes of the meeting, unless otherwise required by law, the Articles of Organization or the By Laws.

Any action required or permitted to be taken at any meeting of the Directors may be taken without a meeting if all the Directors consent to the action in writing and the written consents are filed with the records of the meetings of the Directors. Such consents shall be treated for all purposes as a vote at a meeting.

Section 9. Voting

When a quorum is present at any meeting, a majority of the Directors present and voting shall decide any question, including election of Officers, unless otherwise provided by law, the Articles of Organization or the By Laws.

Section 10. Quorum

At any meeting of the Directors a majority of the Directors then in office shall constitute a quorum. Any meeting may be adjourned by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

Section 11. Remote Participation

Unless otherwise provided by law or the Articles of Organization, Directors may participate in a meeting of the Board of Directors by means of, at a minimum, a conference telephone, video conference, or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting.

Section 12. Vote of Interested Directors

A Director who is a member, stockholder, director, officer or employee of any firm, corporation or association with which the Corporation contemplates contracting or transacting business shall disclose their relationship or interest to the other Directors acting upon or in reference to such contract or transaction. No Director so interested shall vote on such contract or transaction, or participate in a discussion of such contract or transaction, but they may be counted for purpose of determining a quorum. The affirmative vote of a majority of the disinterested Directors shall be required before the Corporation may enter into such contract or transaction.

In case the Corporation enters into a contract or transacts business with any firm, corporation or association of which one or more of its Directors is a member, stockholder, director, officer, or employee, such contract or transaction shall not be invalidated or in any way affected by the fact that such Director or Directors have or may have interests therein which are or might be adverse to the interests of the Corporation. No Director or Directors having disclosed such adverse interest shall be liable to the Corporation or to any creditor of the Corporation or to any other person for any loss incurred by it under or by reason of any such contract or transaction, nor shall any such Director or Directors be accountable for any gains or profits to be realized thereon.

All non-public information regarding the Corporation and its activities is confidential to the Corporation. All Board and staff members shall respect the confidential nature of such information. Board, staff or family members shall not use such information to conduct business outside the Corporation or for their personal benefit.

Section 13. Director Ex Officio

A Corporation staff member designated to be a participatory member of the Board without the right to vote. The LCCAT Executive Director is a Director Ex Officio as well as any other staff members so designated by the Board of Directors.

Section 14. Director Emeritus

An emeritus Director is a former Director who is invited to stay on the Board as a non-voting member in an advisory capacity. This is an honorific title in recognition of the Director's active participation or continuing strong interest in the Corporation and its mission.

Article Three Officers

Section 1. Officers

The Officers of the Corporation shall be a President, Vice-President, Treasurer, Clerk and such other officers, if any, as the Directors may determine. An Officer may, but need not, be a Director. The Clerk shall be a resident of Massachusetts unless the Corporation has a resident agent duly appointed for the purpose of service of process. A person may hold more than one office at the same time.

The President, Vice-President, Treasurer and Clerk shall be elected annually by the Directors at the Annual Meeting. Other Officers, if any, may be elected by the Directors at any time. Other Officers shall have such duties and powers as may be designated from time to time by the Directors.

Section 2. Terms

The President, Vice-President, Treasurer and Clerk shall each hold office until the next Annual Meeting of the Directors and until a successor is elected and qualified, for a maximum of three consecutive terms, and other Officers shall serve at the pleasure of the Directors.

Section 3. President

The President shall preside at all meetings of the Corporation Board of Directors and shall fulfill all of the duties as assigned in other Sections of these By Laws. They shall act as the duly authorized representative of the Board of Directors in all matters in which the Board of Directors has not formally designated some other person to so act.

Section 4. Vice-President

The Vice-President shall be directly responsible to the Board of Directors. They shall be delegated those duties which in the judgment of the President are necessary for the efficient administration of the Corporation. In the absence of the President, or if the President is disabled, or if their office is vacated because of their resignation, death or otherwise, the Vice President shall assume and fulfill the duties of the President.

Section 5. Treasurer

The Treasurer shall have responsibility for the care and custody of the money, funds, valuable papers and documents of the Corporation and shall have and exercise all the powers and duties commonly incident to his or her office. They may endorse for deposit or collection all checks, notes, drafts, and instruments for the payment of money, payable to the Corporation or to its order. The Treasurer shall cause to be kept accurate books of account of all monies received and paid on account of the Corporation. They shall report

in writing to the Board of Directors at their regular meetings and at any special meeting, when called upon, with respect to the financial condition of the Corporation, and shall present at the Annual Meeting of the Board of Directors a financial statement, duly audited showing receipts and disbursements of the preceding year, and the then financial condition of the Corporation. The Treasurer shall be a consultant to the Executive Director in preparation of the Corporation's annual operations and capital budgets. As far as permitted by law the Treasurer shall be permitted to delegate any or all of their above referenced duties to the Executive Director of the Corporation or such other suitable person employed by the Corporation. The Treasurer shall inform the Board of Directors of such delegations either as they occur for emergency situations or annually as an ongoing procedure.

Section 6. Clerk

The Clerk shall record and maintain records of all proceedings of the Directors in a book or books kept for that purpose and shall have custody of the seal of the Corporation. If the Clerk is absent from any meeting of Directors, a temporary Clerk chosen at the meeting shall exercise the duties of the Clerk at the meeting.

Section 7. Resignation

Any Officer may resign at any time by delivering their resignation in writing to the President of the Board, the Clerk or to the Corporation at its principal office. Such resignation shall be effective upon receipt unless specified to be effective at some other time.

Section 8. Removal

Any Officer may be removed with or without cause at any time by the vote of a majority of the Directors then in office.

Section 9. Vacancies

Any vacancy in the offices of President, Vice-President, Treasurer and Clerk, may be filled by a majority vote of the Board of Directors.

Article Four Committees of The Board of Directors

The Directors may elect or appoint one or more committees and may delegate to any such committee or committees any or all of their powers, provided that any Committee to which the powers of the Directors are delegated shall consist solely of Directors. Unless the Directors otherwise determine, Committees shall conduct their affairs in the same manner as is provided in these By Laws for the Directors. The members of any Committee shall remain in office at the pleasure of the Directors.

Each Committee, Standing and Ad Hoc, shall report on its activities, if any, since the previous Board of Directors meeting, at each meeting of the Board of Directors. Reports of all committee meetings and the outcome of any votes taken shall be prepared in timely fashion and furnished promptly to the Board of Directors. The Board of Directors shall have the sole and exclusive authority to approve or to veto any recommendations from any committee.

Section 1. Standing

The following shall be Standing Committees of the Board of Directors: Executive Committee, Finance Committee, Building Planning and Community Goals Committee, Governance Committee, Development and Communications Committee, Audit Committee and such other committees as may be identified as Standing Committees by the Board of Directors from time to time.

The President shall nominate a Board member as chair of each of the standing committees, except as provided herein, for election by the Board of Directors at the next regular meeting of the Board of Directors following the Annual Meeting. Members of the standing committees shall be nominated by the respective incoming committee chairs. The committee members shall then be elected at the next following regular meeting of the Board of Directors.

Section 2. Meetings and Attendance

Annual committee meeting schedules and meeting agendas shall be set by the committee chairs. Committee members shall attend a minimum of 75% of scheduled committee meetings per year, in person or remotely, except as otherwise provided herein. Absences in accordance with the Family Medical Leave Act shall be excused, upon notice to the Committee Chair. Committees shall work collaboratively with each other and with staff, as necessary, and as directed by the Board of Directors.

Section 3. Quorum and Voting

A majority of the voting members of a Committee shall constitute a quorum for the transaction of business. Each voting committee member shall be entitled to one vote, in person or remotely. The action of a majority of voting committee members present at a meeting at which a quorum is present shall be the action of the committee.

Section 4. Removal

A committee member may be removed with or without cause by the vote of a majority of all the Directors. Failure to attend the required number of meetings shall constitute grounds for removal.

Para. A Executive

The President of the Corporation shall chair the Executive Committee. The Executive Committee shall consist of the officers of the Corporation as elected from time to time in accordance with Article Three, Section 1 of these By Laws. The Executive Director shall be a non-voting member ex-officio of the committee.

The President, or their designee, shall report on the activities of the Executive Committee at each meeting of the Board of Directors.

The Executive Committee shall:

- i. meet between Board of Director meetings, to discuss the state-of-the-business and any specific concerns identified by Executive Committee members, the Board, or the Executive Director that may require immediate Executive Committee action, and to take appropriate action;
- ii. be responsible for the annual job performance evaluation of the Executive Director of the Corporation. In preparation for the Executive Director's evaluation, the Executive Committee shall solicit input from other Board members. The Executive Committee shall report on the evaluation to the full Board; and
- iii.be responsible for such other matters as the Board of Directors may deem appropriate from time to time.

Between regularly scheduled meetings of the Board of Directors, the Executive Committee shall have and may exercise all of the powers of the Board of Directors of the Corporation and shall be vested with the management of the business of the Corporation on behalf of the Board of Directors. In addition, the Executive Committee shall exercise any right or power or make any decision delegated to it by the Board of Directors. Any

action of the Executive Committee under such circumstances shall have the full force and effect of an action of the Board of Directors. Such actions shall be promptly reported to the Board of Directors and shall be subject to ratification at the next Board of Directors meeting.

Para. B Finance

The Treasurer shall chair the Finance Committee. Finance Committee voting membership shall consist of at least three members, a majority of whom shall be members of the Board of Directors. Committee membership preference shall be given to members with experience in finance. In addition, the Executive Director shall be a non-voting ex officio member of the committee.

The Finance Committee shall:

- i. oversee the development of the annual budget by the Executive Director and assess its sufficiency to achieve the Corporation's mission, as outlined in the Strategic Plan;
- ii. oversee the development of a multi-year capital budget and assess its sufficiency;
- iii.ensure accountability of the Corporation's funds;
- iv. oversee the implementation of safeguards to
 protect the Corporation's assets;
- v. review the Corporation's monthly final statements, and performance to budget, and shall review any other financial issues outstanding;
- vi. advise the Board as a whole, and the Executive Director, as well as other standing or ad hoc committees, as necessary;
- vii.review and make recommendations to the Board for approval of Financial Policies and Procedures, sufficient for compliance and sound management of the Corporation;

- viii. regularly review the revenue cycle and financial progress, and ensure that corrective action is taken when necessary;
- ix. work with the Corporation's management to set long term financial goals and ensure adherence to the annual and capital budgets, and achievement of the long term financial goals;
- x. in cooperation with the Audit Committee, ensure that the Corporation's auditors review systems and hardware, purchase, use, and deployment to ensure that the financial staff is adequately equipped; and
- xi. in cooperation with the Audit Committee, ensure that adequate financial controls are in place and that the organization's financial statements reflect Generally Accepted Accounting Principles.

Para. C Planning and Community Goals

The Planning and Community Goals Committee voting membership shall consist of at least 3 members, a majority of whom shall be members of the Board of Directors. The Executive Director shall be a non-voting member ex officio of the committee.

The Planning and Community Goals Committee shall:

- oversee the advancement of LCCAT's physical infrastructure;
- ii. engage the communities of LCCAT and identify
 community goals;
- iii.explore the intersection of LCCAT's mission and communities' goals;
- iv. evaluate LCCAT's available resources and capacity to collaborate on specific community goals;
- v. oversee the implementation of selected community goal collaborations; and
- vi. evaluate the results of LCCAT's participation in community goal collaborations.

Para. D Governance

The Governance Committee voting membership shall consist of at least 3 members, a majority of whom shall be members of the Board of Directors. The Executive Director shall be a non-voting member ex officio of the committee.

The Governance Committee shall:

- i. oversee the governance of the Corporation;
- ii. nominate Board members and Officers, annually and as necessary;
- iii. recruit new community committee members;
- iv. evaluate the Corporation's organizational and
 governance policies; and
- v. evaluate the Corporation's Strategic Plan.

Para. E Development and Communications

The Development and Communications Committee voting membership shall consist of at least 3 members, a majority of whom shall be members of the Board of Directors.

The Development and Communications Committee shall:

- i. raise operating funds for the Corporation;
- ii. plan, and assist in the execution of, annual
 appeals;
- iii.plan, and assist in the execution of, friendraising and fund-raising events; and
- iv. plan, and assist in the crafting and delivery of the public communications of the Corporation.

Para. F Audit

The Audit Committee voting membership shall consist of at least three members, a majority of whom shall be members of the Board of Directors, no more than one of whom may also be a member of the Finance Committee. Committee membership preference shall be given to members with experience in finance. The Executive

Director shall be a non-voting member. The Audit Committee shall meet a minimum of twice a year. Committee members shall attend all scheduled meetings, in person or remotely.

The Audit Committee shall:

- i. receive all external audit results;
- ii. review the financial reporting process relative to the audit procedure and compliance and when necessary, review any other financial matters as directed by the Board or the Executive Committee;
- iii.report to the Board any salient observations made by external auditors, recommend corrections necessary to address any audit concerns, review and approve continued monitoring of results in cooperation with the Finance Committee;
- iv. make a recommendation to the Board as to the
 acceptability of the audited financial
 statements; and
- v. in the event that significant issues or concerns are identified in the external auditors re-port, such issues or concerns shall be presented for resolution to a joint meeting of the Audit Committee, the Finance Committee, and appropriate staff. Such issues or concerns shall then be presented to the Board as part of the Audit Committee's report on the audit, its findings, and proposed resolutions where appropriate.

The Audit Committee will also recommend the hiring of external audit firms to the Board, as changes are needed over time.

Section 5. Ad Hoc

Ad hoc committees may be appointed by the Board of Directors to perform such duties and assume such responsibilities and consider such special matters as that Board of Directors shall from time to time deem advisable. The Board of Directors will create a Mission Statement for each appointed Ad Hoc Committee.

Article Five Indemnification

The Corporation shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as a Director or Officer of the Corporation, against all expenses and liabilities, including counsel fees, judgments, fines, excise taxes, penalties and amounts payable in settlements, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or other proceeding, whether civil, criminal, administrative or investigative, in which such person may become involved by reason of serving or having served in such capacity, other than a proceeding voluntarily initiated by such person unless they are successful on the merits, the proceeding was authorized by the Corporation or the proceeding seeks a declaratory judgment regarding their own conduct; provided that no indemnification shall be provided for any such person with respect to any matter as to which they shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that their action was in the best interests of the Corporation; and provided, further, that as to any matter disposed of by a compromise payment by such person, pursuant to a consent decree or otherwise, the payment and indemnification thereof have been approved by the Corporation, which approval shall not unreasonably be withheld, or by a court of

competent jurisdiction. Such indemnification shall include payment by the Corporation of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if he or she shall be adjudicated to be not entitled to indemnification under this section, which undertaking may be accepted without regard to the financial ability of such person to make repayment.

Where indemnification hereunder requires authorization or approval by the Corporation, such authorization or approval shall be conclusively deemed to have been obtained, and in any case where a Director of the Corporation approves the payment of indemnification, such Director shall be wholly protected, if:

i. the payment has been approved or ratified (1) by a majority vote of a quorum of the Directors consisting of persons who are not at that time parties to the proceeding, or (2) by a majority vote of a committee of one or more Directors who are not at that time parties to the proceeding and are selected for this purpose by the full board, in which selection Directors who are parties may participate; or

- ii. the action is taken in reliance upon the opinion of independent legal counsel, who may be counsel to the Corporation, appointed for the purpose by vote of the Directors or in the manner specified in clauses (1) or (2) of subparagraph (i); or
- iii. the payment is approved by a court of competent jurisdiction; or
- iv. the Directors have otherwise acted in accordance with the applicable legal standard of conduct.

The right of indemnification under this section shall be a contract right inuring to the benefit of the Directors, Officers and other persons entitled to be indemnified hereunder and no amendment or repeal of this section shall adversely affect any right of such Director, Officer or other person existing at the time of such amendment or repeal.

The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of a Director, Officer or other person entitled to indemnification hereunder.

The right of indemnification under this section shall be in addition to and not exclusive of all other rights to which such Director, Officer or other persons may be entitled. Nothing contained in this section shall affect any rights to indemnification to which Corporation employees or agents, other than Directors, Officers and other persons entitled to indemnification hereunder, may be entitled by contract or otherwise by law.

Article Six Seal and Fiscal Year

Section 1. Corporate Seal

The seal of the Corporation shall be circular in form with the name of the Corporation around the periphery and the year and state of incorporation within or such other form as the Directors may determine.

Section 2. Fiscal Year

The fiscal year of the Corporation shall end on December 31 in each year or such other date as the Directors may determine.

Article Seven Advocacy

The Corporation may engage in advocacy and lobbying in compliance within limits imposed by state and federal law. All advocacy and lobbying activities shall be approved in advance by the President. In no event shall the Corporation endorse candidates for political office.

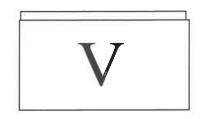
Article Eight Amendment

These By Laws may be amended or repealed, in whole or in part, by vote of a majority of the directors then in office at any meeting of the directors.

LCCAT shall provide notice to the Towns of Truro, Wellfleet, Eastham, Orleans and Brewster of any proposed amendment to the By Laws of the Corporation not less than ninety days before the date of any meeting to consider the adoption of any such amendment.



AGENDA ACTION REQUEST Meeting Date: October 4, 2022



NEW BUSINESS

REQUESTED BY:	Chair Ryan Curley
DESIRED ACTION:	To Discuss topics that are not reasonably anticipated by the Chair more than 48 hours before the meeting.
PROPOSED MOTION:	If a motion is needed for a topic that is brought up one will be made at the time of the meeting.
ACTION TAKEN:	Moved By: Seconded By: Condition(s):
VOTED:	Yea Abstain



AGENDA ACTION REQUEST Meeting Date: October 4, 2022



SELECTBOARD REPORTS:

Reported by:	Topic:



AGENDA ACTION REQUEST Meeting Date: October 4, 2022



TOWN ADMINISTRATOR REPORTS

• The Town Administrator will give a verbal update this week as the last meeting in September was so close to this meeting



AGENDA ACTION REQUEST Meeting Date: October 4, 2022



TOPICS FOR FUTURE DISCUSSION

• The Selectboard will discuss a list of current items that are outstanding



AGENDA ACTION REQUEST Meeting Date: October 4, 2022



VACANCY REPORTS

Please see the packet for full report

Date: October 4, 2022
To: Board of Selectmen
From: Rebekah Eldridge

Re: Vacancies on Town Boards

Bike and Walkways Committee (5 members)

Vacant Positions Appointing Authority Length of Term

2 Positions Board of Selectmen 1 year (complete term)

Requesting Appointment: No applications on file

Board of Assessors (3 members, 1 alternate)

Vacant Positions Appointing Authority Length of Term

1 alt Position Board of Selectmen 3 years

Requesting Appointment: No applications on file

Board of Health (5 members, 2 alternates)

Vacant Positions Appointing Authority Length of Term

2 alt Positions Board of Selectmen 3 years

Requesting Appointment: No applications on file

Board of Water Commissioners (5 Members, 2 Alternates)

Vacant Positions Appointing Authority Length of Term

2 alt Positions Board of Selectmen 3 years

Requesting Appointment: No applications on file

Building and Needs Assessment Committee (5 Members)

Vacant Positions Appointing Authority Length of Term

2 Positions Board of Selectmen 3 years

Requesting Appointment: No applications on file

Cable Advisory Committee (5 Members)

Vacant Positions Appointing Authority Length of Term

1 Position Board of Selectmen 1 year

Requesting Appointment: No applications on file

Commission on Disabilities (up to 5 Members)

Vacant Positions Appointing Authority Length of Term

1 Position Board of Selectmen 3 years

Requesting Appointment: No applications on file

Conservation Commission (7 Members + 2 alternates)

Vacant Positions Appointing Authority Length of Term

1 Positions Board of Selectmen

2 alt Positions 3 years

Requesting Appointment: No applications on file

Council on Aging (11 Members)

Vacant Positions Appointing Authority Length of Term

2 Positions Board of Selectmen 3 years

Requesting Appointment: No application on file

Cultural Council (no more than 15 Members)

Vacant Positions Appointing Authority Length of Term

Board of Selectmen 3 years 7 Positions

Requesting Appointment: No application on file

Dredging Task Force (7 Members)

Vacant Positions **Appointing Authority** Length of Term

1 Position Board of Selectmen 3 years

Requesting Appointment: No applications on file

Finance Committee (9 members, 2 alternate)

Vacant Positions Appointing Authority Length of Term

Town Moderator 3 years 1 Alternate Position

Requesting Appointment: One application on file

Historical Commission (7 members)

Length of Term Vacant Positions Appointing Authority

Board of Selectmen 3 years 0 Vacancies

Requesting Appointment: no application on file

Local Housing Partnership (at least 10 members)

Vacant Positions **Appointing Authority** Length of Term

Board of Selectmen 1 year 0 Vacancy

Requesting Appointment: No application on file

Marina Advisory Committee (7 Members, 2 Alternates)

Vacant Positions Appointing Authority Length of Term

Board of Selectmen 2 years 1 Alternate Position

Requesting Appointment: No applications on file

Natural Resources Advisory Committee (7 Members)

Appointing Authority Length of Term **Vacant Positions**

Board of Selectmen 3 years 3 Position

Requesting Appointment: No application on file

Open Space Committee (7 Members)

Vacant Positions Length of Term Appointing Authority

Board of Selectmen 1 year 0 Positions

Requesting Appointment: No application on file

Personnel Board (4 members + TA + FinCom Rep)

Vacant Positions Appointing Authority Length of Term

Board of Selectmen 3 years 2 Positions

Requesting Appointment: No applications on file

Planning Board (7 members + 2 alternates)

Vacant Positions **Appointing Authority** Length of Term 5 years

Board of Selectmen 2 Alternate Position

Requesting Appointment: No applications on file

Recreation Committee (7 Members)

Vacant Positions **Appointing Authority** Length of Term

Board of Selectmen 3 years 2 Positions

Requesting Appointment: No applications on file

Recycling Committee (7 Members + 2 Alternates)

Vacant Positions Appointing Authority Length of Term

2 Alternate Positions Board of Selectmen 3 years

Requesting Appointment: No applications on file

Rights of Public Access (5 Members)

Vacant Positions Appointing Authority Length of Term

2 Positions Board of Selectmen 1-2 years Requesting Appointment: **No** application on file 1-1 year

Shellfish Advisory Board (7 members + 2 Alternates)

Vacant Positions Appointing Authority Length of Term

1 Alternate Position Board of Selectmen 3 years

Requesting Appointment: No applications on file

Zoning Board of Appeals (5 Members, 4 Alternates)

Vacant Positions Appointing Authority Length of Term

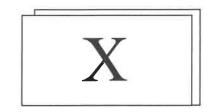
0 Position Board of Selectmen 3 years

Requesting Appointment: No applications on file

An application was received from a resident looking to join a school or housing committee that has ties and deals with green issues. I am currently talking to some housing committees to see where he could best serve the town.



AGENDA ACTION REQUEST Meeting Date: October 4, 2022

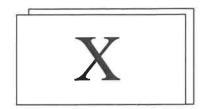


MINUTES

REQUESTED BY:	Executive Assistant
DESIRED ACTION:	Approval of Minutes
PROPOSED	I move to approve the meeting minutes of September 27, 2022.
MOTION:	
ACTION TAKEN:	Moved By: Seconded By:
	Condition(s):
VOTED:	Yea Abstain



AGENDA ACTION REQUEST Meeting Date: October 4, 2022



MINUTES

REQUESTED BY:	Executive Assistant
DESIRED ACTION:	Approval of Minutes
PROPOSED	I move to approve the meeting minutes of September 27, 2022.
MOTION:	
ACTION TAKEN:	Moved By: Seconded By:
	Condition(s):
VOTED:	Yea Abstain

Wellfleet Selectboard Hybrid meeting 715 Old King's Highway/Zoom Tuesday September 27, 2022; 7pm **Meeting Minutes**

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

Others Present: Richard Waldo, Town Administrator; Rebekah Eldridge, Executive Assistant; Nancy Vail, Town Assessor; Nancy Civetta, Shellfish Constable; Michael Hurley, Police Chief; Rich Pauley, Fire Chief; Kate Lena, Barnstable County; Nathan Johnson, year-round resident, Karen Johnson, Wellfleet Resident, Rodney Avery, shellfisherman; Marc Spigel, special police officer; Timothy Sayer, Resident; KC Myers, Provincetown Independent reported

Chair Curley called the meeting to order at 7:01pm

Announcements, Open Session and Public Comments I.

Note: Public comments must be brief. The Board will not deliberate or vote on any matter raised solely during Announcements & Public Comments. There were none

Consent Agenda II.

- A. Certificate of Adoption, 2022 Hazard Mitigation Plan ~ ATA Rebecca Roughley
- **B.** Extend seasonal liquor license to December 31, 2022, ~ Winslow's Tavern, Bacon spoke to this license and complimented them for extending their license and wished them well
- C. Wellfleet SPAT ~ Use of town property ~ Art & Oyster Crawl ~ specific areas listed in the application.
- **D.** Contract signing of the refurbishment of 75 Quint (ladder truck)
- E. Full time police officer appointment ~ Tyler M. Legare ~ Chief Hurley Chair Curley Moved; Board Member Carboni Seconded; and it was voted to approve the consent agent as written.

Roll Call Vote: 4-0-1 (DeVasto Abstained due to the SPAT item)

Opioid Settlement ~ Kate Lena ~ Program Manager - Substance Use III. Prevention | Human Services, Barnstable County

Lena presented to the board her slide show presentation and explained the money that has been allocated to the town of Wellfleet to help with the opioid issues in the outer cape. Chair Curley explained that the money allocated to the town was a little over one-hundred thousand dollars and there wasn't much the town could do with that amount of money.

Bacon questioned Lena about having a liaison from Outer Cape Health Services. Lena answered those questions. Chair Curley spoke about those who are actively

DRAFT ** a full recording of tonight's meeting can be found on the town's website ***

using. He spoke about the greatest need for the town is harm reduction, meaning having Narcan on hand, needle exchanges and other ways to help prevent the use of opioids

IV. Public Hearings

A. Allocating the local property tax levy among the five classes for Fiscal Year 2023. ~ Nancy Vail, Town Assessor

Vail spoke to the board about the annual tax classification hearing, she explained the board needs to decide how they want to allocate the tax burden among the various classes of taxes.

DeVasto stated the town should keep the tax levy the same as it has been in previous years. The board discussed this at great length. Vail gave details on how different percentage amounts would affect residents.

Vail continued with the residential tax exemption and explained it to the board and the public. She stated the board raised it to 25% last year and stated at this point she doesn't know what the tax rate will be yet but gave them some information on previous years. The board discussed the tax rate and how it would affect the town.

Chair Curley Moved, Board member DeVasto Seconded, and it was voted to set the residential tax exemption at 25%

Roll Call Vote: 5-0

Vail moved on to the property tax. She explained that there aren't any properties in the town that would qualify for this.

NO ACTION WAS TAKEN ON OPEN SPACE EXEMPTION

Chair Curley Moved; Board member Carboni Seconded, and it was voted to set the open space exemption at 0%.

Roll Call Vote: 5-0

Small Business exemption was discussed next. Vail gave a brief explanation of what this includes.

Chair Curley Moved; Board Member DeVasto Seconded, and it was voted to set the small business exemption at 0%.

Roll Call Vote: 5-0

B. Shellfish Public Hearings ~ Nancy Civetta ~ Shellfish Constable

Civetta began explaining that moving forward expiration dates will be the same date, to keep all on the same page. Chair Curley agreed with the uniform date. She explained that two grants were mistakenly overlooked and would be brought before the board in the near future. Civetta explained that once the shellfishermen grants were approved tonight the signatures would be received at the Town Clerks office and owes \$5 per person on the grant. There will be a copy of the lease provided to each shellfisherman.

Chair Curley opened the public hearing for the grant license #01-01

• Application dated 6/27/2022 for the transfer of shellfish grant license #01-01 ext. consisting of two acres located north of Lieutenant Island from Ralph Bassett (Wellfleet, MA) and Rodney Avery (Wellfleet, MA) to Rodney Avery (Wellfleet, MA).

Civetta explained that Bassett wanted to retire, and this is why this was brought before the board.

Chair Curley Moved; Board Member Carboni Seconded; and it was voted to approve the transfer of shellfish license grant number #01-01 ext. existing of two acres North of Lieutenant Island from Ralph Bassett and Rodney Avery to Rodney Avery.

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

Chair Curley Opened the hearing:

Application received 6/27/2022 for the renewal of shellfish grant license #01-01 consisting of one acre located north of Lieutenant Island for nine years, 11 months and 28 days from Rodney Avery (Wellfleet, MA).
 Chair Curley Moved; Board Member Seconded, and it was voted to approve Rodney Avery's grant renewal request for grant number #01-01 consisting of one acre located north of Lieutenant Island for a period of nine years, 11 months, and 28 days with an expiration date of April 30, 2032.

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

Chair Curley Moved, Board Member Carboni Seconded, and it was

voted to close this hearing.

Roll Call Vote: 4-0-1

Chair Curley Opened public hearing:

• Application received 6/27/2022 for the renewal of shellfish grant license #01-01 ext. consisting of two acres located north of Lieutenant Island for nine years, 11 months and 28 days from Rodney Avery (Wellfleet, MA). Civetta approved this license

Chair Curley Moved Board Member Wolf Seconded, and it was voted to approve Rodney Avery's grant renewal request for grant number #01-01ext. consisting of one acre located north of Lieutenant Island for a period of nine years, 11 months, and 28 days with an expiration date of April 30, 2032.

Roll Call Vote 4-0-1 (DeVasto recused)

Chair Curley Moves; Board Member Carboni Seconded, and it was voted to close this hearing.

Roll call Vote: 4-0-1

Chair Curley opened public hearing

• Application received 6/24/2022 for the renewal of shellfish grant license #754 consisting of 2.37 acres on Mayo beach for nine years, five months and 27 days from R. Andrew Cummings (Wellfleet, MA).

Civetta recommended

Chair Curley Moved; Board Member Wolf Seconded, and it was voted to approve R. Andrew Cummings grant renewal request for grant number #754 consisting of 2.37 acres located on Mayo Beach for a

period of nine years, five months, and 27 days with an expiration date of April 30, 2032.

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

Chair Curley Moved, Board Member Carboni Seconded; and it was

voted to close public hearing

Roll Call Vote: 4-0-1

Chair Curley opened the public hearing

 Application received 6/27/2022 for the renewal of shellfish grant license #05-01 consisting of .99 acres in Loagy Bay for nine years, 10 months and 28 days from Nate Johnson (Wellfleet, MA) and Rodney Avery (Wellfleet, MA).

Spoke to the board about his brain explaining he doesn't remember numbers or months or dates. He explained he has disabilities. He didn't agree with the current situation. He explained that he would like Karen Johnson to have her name on his grant and explained that because of a conflict with Avery, Avery wouldn't sign off on this he wanted the board to make a decision for them. The board discussed and will take a look at this in the future, town counsel will be notified and questioned on this issue. For tonight they needed to approve the grant renewal.

Bacon stated she feels this is a special circumstance and that Johnson needs the help to work this grant. She feels that this is an exception. Avery spoke to the board and stated he could hire someone to work on the farm he doesn't need a partner on the farm he can hire someone.

Board Member Carboni Moved, Chair Curley Seconded, and it was voted to approve Nate Johnson and Rodney Avery's grant renewal request for grant number #05-01 consisting of 0.99 acres located in Loagy Bay for a period of nine years, 10 months, and 28 days with an expiration date of April 30, 2032.

Administrator Waldo stated to the board that maybe they could postpone this approval tonight to seek town counsel's opinion and have this on the next hearing when there will be two other hearings before them. Chair Curley stated that he would be willing to approve for a shorter time until this issue is resolved.

The board discussed some options to allow time for other options to be explored. Civetta stated a year would be a sufficient amount of time to get this situation settled.

Board member Carboni Moved, Chair Curley Seconded, and it was voted to amend the original motion and renew the grant renewal for one year. To expire one year from today.

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

Chair Curley Moved; Board Member Seconded, and it was voted to close public hearing

Roll Call Vote: 4-0-1

 Application received 6/17/2022 for the renewal of shellfish grant license #00-05 consisting of 2.16 acres on Egg Island for nine years, 10 months and 28 days from Chris Merl (Wellfleet, MA), Denice LaPierre (Wellfleet, MA), and Ronald Butilier (Wellfleet, MA).

Civetta recommended this

Chair Curley Moved; Board Member Carboni Seconded; and it was voted to approve Chris Merl, Denice LaPierre, and Ronald Butilier's grant renewal request for grant number #00-05 consisting of 2. 16 acres located on Egg Island for a period of nine years. 10 months, and 28 days with an expiration date of April 30, 2032.

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

Chair Curley Moved, Board Member Bacon Seconded; and it was voted

to close public hearing Roll Call Vote: 4-0-1

Chair Curley Moved to open public hearing

• Application received 6/30/2022 for the renewal of shellfish grant licenses #739 and #739A consisting of three acres on Mayo Beach for six years, two months and seven days from Michael Parlante (Wellfleet, MA). Civetta approved this renewal

Chair Curley moved; Board Member Wolf Seconded, and it was voted to approve Michael Parlante's grant renewal request for grant numbers #739 and #739A consisting of a total of three acres located on Mayo Beach for a period of six years, two months and seven days with an expiration date of January 10, 2029

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

Chair Curley Moved, Board Member Carboni Seconded, and it was

voted to close the public hearing.

Roll Call Vote: 4-0-1

Chair Curley Opened the pubic hearing

• Application received 6/16/2022 for the renewal of shellfish grant licenses #89-5 and #89-5 ext consisting of a total of two acres on Lieutenant Island for nine years and nine months from David Pike (Wellfleet, MA) and Caroline Lloyd (Wellfleet, MA).

Civetta spoke to this explaining he would like his grant to expire on the same dates.

Chair Curley moved, board member wolf seconded; and it was voted to approve David Pike and Caroline Lloyd's grant renewal request for grant numbers #8905 and #89-5ext. consisting of a total of two acres located off Lieutenant Island for a period of nine years and nine months with an expiration date of April 30, 2032.

Chair Curley Moved, Board Member Carboni Seconded, and it was voted to close public hearing

Roll Call Vote: 4-0-1

Chair Curley Opened Public hearing

• Application received 6/28/2022 for the renewal of shellfish grant license #01-03 consisting of three acres on Indian Neck for nine years, nine months and four days from David Seitler (Wellfleet, MA) and Melissa Yow (Wellfleet, MA).

Chair Curley Moved, Board Member Wolf Seconded; and it was voted to approve David Seitler and Melissa Yow's grant renewal request for grant number #01-03 consisting of three acres on Indian Neck for a period of nine years, nine months, and four days with an expiration date of April 30, 2032.

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

Chair Curley Moved; Board Member Carboni seconded, and it was

voted to close public hearing

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

Chair Curley opened the public hearing

• Application received 6/27/2022 for the renewal of shellfish grant licenses #95-29 and #95-30 consisting of two acres on Egg Island for nine years and two months from David M. Ziemba (Wellfleet, MA), David E. Ziemba (Wellfleet, MA) and Mike T. Ziemba (Wellfleet, MA).

Chair Curley Moved; Board Member Carboni Seconded; and it was voted approve David M. Ziemba, David E. Ziemba, and Michael Ziemba's grant renewal request for grant numbers #95-29 and #95-30 consisting of a total of tow acres located on Egg Island for a period of nine years and two months with an expiration date of April 30, 2032. Roll Call Vote: 4-0-1 (DeVasto recused)

Chair Curley Moved, Board Member Wolf Seconded; and it was voted to close the public hearing

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

v. Police Department End of Season Beach Report ~ Chief Hurley/Lt. LaRocco

Chief Hurley, Lt. LaRocco and Mark Spigel gave a presentation of the end of the year summer review for the town of Wellfleet. Chief Hurley gave an update on the busses that were in town this summer and spoke to the excellent work of the staff that worked diligently this summer to keep the beaches and the town safe. Lt. LaRocco spoke to the board about the beaches and stated that the numbers this summer were very high. There was a 32% increase in people and transportation buses. He spoke to the board about increased traffic issues. He explained to the board a solution for these issues is much needed. The board discussed these issues and will continue to work on them. The alcohol issue at Cahoon Hollow Beach is very important. Myers asked if the Beachcomber helped to pay for police details. Chief Hurley explained that the beachcomber did help throughout the summer and

DRAFT ** a full recording of tonight's meeting can be found on the town's website ***

stated that the beachcomber isn't the big part of the problem, people bringing alcohol onto the beach.

NO ACTION WAS TAKEN

VI. Licenses

A. Wellfleet Spat \sim One Day alcohol License (beer & Wine only) \sim October 1, 2022, \sim 4pm - 7pm

Chair Curley Moved; Board Member Seconded, and it was voted to approve a one-day alcohol license for beer and wine only to Wellfleet Spat for October 1, 2022, from 4pm to 7pm for the Art and Oyster Crawl for a fee of \$50.00

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

VII. Business

A. Financial Update ~ Administrator Waldo

Administrator Waldo gave a brief update to the board regarding the work of the interim finance team. He explained that the finance team spoke to him about stating that there wasn't a revenue fund issue, but it was more of a staff issue. He is hoping to have the free cash certified by the years end.

Chair Curley questioned the status of Mary McIsaac and Lisa Souve, Waldo explained that they had a meeting this past Monday and it was their close out meeting.

NO ACTION WAS TAKEN

B. Letter of intent submission Maurice's Campground

Waldo explained to the board that it was voted to purchase the campground at 80 State Highway (Maurice's Campground). He explained grant programs that were being offered and stated he would like to town to submit a letter of intent to apply for the grant. The board discussed the letter of intent and spoke of the 95 Lawrence Road project.

Board Member Bacon Moved, Chair Curley Seconded, and it was voted to approve and authorize the town administrator to submit a letter of intent on behalf of the town to Barnstable County for the medium sized grant. Roll Call Vote: 5-0

C. Maurice's Planning Committee ~ Chair Curley

Chair Curley stated that because of the hour he would leave off the zoning items. He spoke to the planning committee and stated he would like to model it after the 95 Lawrence Road task Force, except the board be the appointing authority. Bacon spoke to the board about the amount of people on this committee. She stated that she feels the template for the 95 Lawrence task force should be used. Chair Curley stated that a charge should be established at tonight's meeting. He would like to give people a fair chance to apply to be on the committee and give time for this to happen. The board discussed the number of members to be on the committee.

Chair Curley Moved; Board Member DeVasto seconded, and it was voted to approve the Maurice's campground planning committee charge as amended.

Roll Call Vote: 5-0

D. Maurice's Stakeholders Group ~ Chair Curley

Chair Curley spoke this this item stating it was modeled after the Herring River Restoration project which enables the stakeholders to communicate with the board and should be an appointment made by the town administrator due to the conflict of interest in the purchase of this property. Chair Curley gave some explanations of who should be a part of the stakeholders group.

Chair Curley Moved; Board member DeVasto seconded, and it was voted to approve Maurice's Campground (80 State Highway) charge as drafted. Roll Call Vote: 5-0

Chair Curley Moved; Board Member Carboni seconded; and it was voted to have the appointing authority be the town administrator.

Roll Call Vote: 5-0

E. Dissolve Maurice's (80 State Highway) Working Group Chair Curley stated this charge has been completed.

Board Member DeVasto moved; Chair Curley Seconded; and it was voted to dissolve 80 State Highway working group.

Roll Call Vote: 5-0

F. FY 2024 Calendars – Budget and Meeting Schedule ~ Chair Curley

Chair Curley Moved; Board Member DeVasto Seconded, and it was voted to approve the 2023 meeting schedule as printed.

Roll Call Vote: 5-0

Board Member DeVasto moved, Board Wolf seconded, and it was voted to accept the FY2024 budget and town meeting schedule as printed.

Roll Call Vote: 5-0

Chair Curley moved; Board Member Carboni seconded, and it was voted to amend the October 14, 2022, item 3; 5-year financial forecast be moved to November 1, 2022.

Chair Curley Moved, Board Member DeVasto Seconded; and it was voted to approve the FY2024 budget and town meeting schedule as amended.

Roll Call Vote: 5-0

G. Zoning Bylaw Amendment, Food Establishments and Developments of Significant Planning Interest ~ Chair Curley

Postponed to October 4, 2022, meeting

- H. Zoning Bylaw Amendment, Zoning Enforcement Penalty ~ Chair Curley Postponed to October 4, 2022, meeting
- I. Memo to all Boards, Committees & Commissions Relative to ACC Meeting Room ~ Chair Curley

DRAFT ** a full recording of tonight's meeting can be found on the town's website ***

Chair Curley explained that many boards and committees are reserving the room at the community center and with the media service team and then not posting the meeting on the town calendar causing a conflict with more than one group being scheduled at one time.

Chair Curley Moved; Board member Carboni seconded, and it was voted to approve the memo to boards and committees as drafted.

J. Ambulance Fund Policy ~ Chair Curley

Chair Curley moved, Board Member DeVasto Seconded; and it was voted to approve the Wellfleet Ambulance policy as amended. Roll Call Vote: 5-0

K. Cannabis Community Host Agreements ~ Chair Curley Postponed to October 4, 2022, meeting

VIII. New Business

It was brought to the board's attention that a use of town property was brought in last minute for the use of the memorial garden, it was explained that the applicant didn't realize there needed to be a permit for this thinking it was part of preservation hall.

Chair Curley Moved; Board Member Seconded, and it was voted to approve the use of town property for the use of the memorial garden on October 1, 2022, to Ginny Mulpeter from 10am - 4pm with the condition that the grounds must be returned to pre-event conditions with the approval of the health agent and the DPW for a fee of \$110.

Roll Call Vote: 5-0

IX. Selectboard Reports

Wolf stated he had an update regarding the dredging task force but will update the board at the meeting on October 4, 2022.

X. Town Administrator's Report

Waldo gave an update on the bids that were received for the Chequessett Neck Road Bridge and stated he will be coming before the board with an award to be voted on. He gave some other updates from the town staff and administration.

XI. Topics for Future Discussion

Chair Curley stated he has a list. Sayer stated he wanted Wolf's report to be put into public session.

XII. Vacancy Report

XIII. Minutes

- A. January 11, 2022, ~ Chair Curley Moved, Board Member DeVasto Seconded, and it was voted to approve as drafted Roll Call Vote: 3-0-2 (Carboni & Bacon Abstained)
- B. January 18, 2022, ~ Chair Curley Moved, Board Member DeVasto seconded, and it was voted to approve as drafted Roll Call Vote: 3-0-2 (Carboni & Bacon Abstained)
- C. April 22, 2022, ~ Chair Curley Moved, Board Member DeVasto Seconnded, and it was voted to approve as drafted Roll Call Vote: 3-0-2 (Carboni & Bacon Abstained)
- D. September 13, 2022, ~ Chair Curley Moved, Board member DeVasto seconded, and it was voted to approve the minutes as drafted Roll Call Vote: 5-0

XIV. Adjournment

Public Documents:

Consent agenda documents:

Adoption of hazard mitigation plan

Seasonal liquor license letter to extend from Winslow's tavern

Spat application for use of town property for Oyster crawl

Fire truck refurbishment contract

Appointment documentation of full-time police officer Tyler Legare

Slide show presentation from Barnstable County regarding opioid settlement

Documents supporting the allocation and approval of local taxes

All documents supporting the shellfish licenses seeking transfers and grant renewals

Letter from Wellfleet Police Department addressing the summer traffic at Cahoon Hollow Beach

License application from Wellfleet Spat for a one-day alcohol license for the Art & Oyster Crawl

The Maurice's Campground (80 State Highway) planning committee charge

The Maurice's Campground (80 State Highway) stakeholders charge

Ambulance fund Policy as amended

Town Administrators Report

Meeting Minutes



AGENDA ACTION REQUEST Meeting Date: October 4, 2022



ADJOURNMENT

REQUESTED BY:	Selectboard Chair Ryan Curley
DESIRED ACTION:	To Adjourn
PROPOSED	I move to Adjourn
MOTION:	
ACTION TAKEN:	Moved By: Seconded By:
	Condition(s):
VOTED:	Yea NayAbstain