



Wellfleet Selectboard

Note: Start Time of 6pm

The Wellfleet Selectboard will hold a public meeting on **Tuesday, December 5, 2023, at 6:00 p.m.** The Chapter 2 of the Acts of 2023, this meeting will be conducted in person and as a courtesy via remote means, per 940 MCR 29.10 and the Town's Remote Participation Policy. While an option for remote attendance and/or participation is provided as a courtesy to the public, the meeting/hearing may not be suspended or terminated if technological problems interrupt the virtual broadcast unless otherwise required by law.

Joining the Meeting:

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

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

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

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

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

To Participate during public comment:

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

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

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

I. *Announcements and Public Comments*

Note: Public comments are limited to no more than three minutes per speaker.

The Board will not deliberate or vote on any matter raised solely during Announcements & Public Comments.

II. *Consent Agenda*

- A. Wellfleet Historical Society and Museum ~ Use of Uncle Tim's Bridge for annual decoration of bridge with paper bags and tea light candles ~ January 13, 2024, 4pm – 5pm. (rain date January 14, 2024).

III. *Interview for Police Chief ~ Selectboard*

The board will interview the perspective Deputy Chief Kevin LaRocco. A possible motion and vote may be taken.

IV. *Mill Creek*

- A. Mill Creek Lease and License Agreement ~ Denny O'Connell

- B. Two Conservation restrictions for approval; Hamblen Farm – Pole Hill; Fouse CR ~ Denny O’Connell
- V. ***National Seashore***
 - A. Introduction of Jennifer Flynn, incoming superintendent of the Cape Cod National Seashore, by Leslie Reynolds acting superintendent.
- VI. ***Health Presentation***
 - A. Presentation by Alex Nelson from Outer Cape Community Solutions - regional OPIOID proposal for Outer Cape (Eastham to Provincetown)
- VII. ***Board/Committee Appointments and Updates***
 - A. Dredging Task Force Charge ~ The board to discuss the current charge and make changes if needed.
- VIII. ***Business***
 - A. Loan Subordination 10 Cranberry Hollow RD ~ Chris Feist & Ross Sormani
 - B. Request for Closure ~ The Bookstore Restaurant & Bomb Shelter ~ January 1, 2024, - February 15, 2024, ~ for renovations to both areas of the restaurant.
 - C. Residences at Lawrence Hill: Project Update and Select Board’s Request to the Executive Office of Housing and Livable Communities for a local preference in the rent-up lottery. ~ Jay Coburn & Vitalia Shklovsky
 - D. FY2023 Audit: Powers & Sullivan Contract ~ Rich Waldo
 - E. Support Letter – Verizon Application to Massachusetts Broadband Institute, FIOS Internet Service
- IX. ***Selectboard Reports***
- X. ***Topics for Future Discussion***
- XI. ***Minutes***
 - A. November 07, 2023
 - B. November 14, 2023
- XII. ***Adjournment***



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 05, 2023

I

ANNOUNCEMENTS AND PUBLIC COMMENTS

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



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 05, 2023

II

CONSENT AGENDA

REQUESTED BY:	Various Parties
DESIRED ACTION:	To approve the following without objection
SUMMARY:	I move to approve the following items with no objection: <ul style="list-style-type: none">• Approve Use of Town Property to Wellfleet Historical Society and Museum for the use of Uncle Tim's Bridge for their Annual paper bag decoration to celebrate Luther Childs Crowell (1840-1903) who was the Wellfleet inventor of the square-bottomed paper bag machine as well as the holder of over 290 other patents. January 13, 2024 (rain date January 14, 2024)
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Conditions:
VOTED:	Yes _____ No _____ Abstain _____

APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

TOWN OF WELFLEET
300 MAIN STREET
WELFLEET, MA 02667

Applicant Lauren Hill

Affiliation or Group Welfleet Historical Society and Museum

Telephone Number 774-722-5428

Mailing Address 240 Holbrook Ave
Welfleet, MA 02667

Email address lauren02128@yahoo.com

Town Property to be used (include specific area) Uncle Tims Bridge

Date(s) and hours of use: 1/13 4-5pm (raindate -> 1/14 4-5pm)

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

We will decorate the bridge with sand-filled paper bags that have tea lights in them for 1 hour. All bags will be removed and disposed of at the museum after the lighting.

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

None

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

Action by the Board of Selectmen:

_____ Approved as submitted

_____ Approved with the following condition(s): _____

_____ Disapproved for following reason(s): _____

Date: _____

Processing Fee: \$50.00

Fee: _____

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

Health/Conservation Agent: Comments/Conditions: Permits/Inspections needed:	Inspector of Buildings: Comments/Conditions: Permits/Inspections needed:
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Police Department: Comments/Conditions:	Fire Department: Comments/Conditions:
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DPW: Comments/Conditions	Community Services Director: Comments/Conditions:
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Harbormaster: Comments/Conditions	Shellfish: Comments/Conditions
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Recreation: Comments/Conditions	Town Administrator: Comments/Conditions
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SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 05, 2023

III

INTERVIEW FOR POLICE CHIEF

~ A ~

REQUESTED BY:	Wellfleet Selectboard
DESIRED ACTION:	To interview and ask questions to Deputy Chief Kevin LaRocco. A possible vote may be taken
PROPOSED MOTION:	If a vote is taken it will be to approve the promotion of Deputy Chief Kevin LaRocco to Police Chief, effective December 21, 2023.
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 05, 2023

IV

MILL CREEK

~ A ~

REQUESTED BY:	Rich Waldo & Denny O’Connell ~ Conservation Trust
DESIRED ACTION:	Mill Creek Access Easement & License off Old Chequessett Neck Road
PROPOSED MOTION: SUMMARY:	I move to enter into an easement agreement with the Wellfleet Conservation Trust for Access off Old Chequessett Neck Road to National Park Service Land and to enter into a license agreement to the U.S. National Park Service for access over Wellfleet Conservation Trust land adjacent to National Park Service Land.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this "Agreement") is entered into as of this ____ day of _____, 2023, by and between the **Wellfleet Conservation Trust**, u/d/t dated September 5, 1984 and filed with the Land Court Department of the Barnstable County Registry of Deeds (the "Registry") as Document No. 430081 on Certificate of Title No. 109592, with a mailing address of P.O. Box 84, Wellfleet, MA 02667 ("Grantor"), and the **Town of Wellfleet**, a Massachusetts municipal corporation, acting by and through its Selectboard, with a mailing address of Town Hall, 300 Main Street, Wellfleet, MA 02667 ("Grantee").

WHEREAS, pursuant to that certain deed dated as of December 20, 2005, filed with the Registry as Document No. 1022349 on Certificate of Title No. 178899, the Grantor is the owner of that parcel of land known and numbered as 575 Old Chequessett Neck Road, Wellfleet, Massachusetts (the "Property");

WHEREAS, the United States of America owns and the National Park Service ("NPS"), a bureau of the United States Department of the Interior, administers as part of the Cape Cod National Seashore ("CCNS"), the land abutting the Property, shown as "Cape Cod National Seashore" on a plan entitled "Easement License Plan – Herring River Restoration Project – Mill Creek Water Control Structure Access Road" Prepared for the Town of Wellfleet and the Wellfleet Conservation Trust, dated October 2, 2023, a copy of which is attached hereto and incorporated herein as Exhibit A (the "Plan");

WHEREAS, NPS intends to construct and operate a water control structure, known as the Mill Creek Water Control Structure (the "Structure") on that abutting land, or land adjacent thereto, owned by the United States of America, and the Structure is an integral part of the Herring River Restoration Project, a significant wetlands restoration project that will conserve existing wetlands and enhance salt marsh habitat in a vital Wellfleet estuary;

WHEREAS, Grantor has agreed to grant to Grantee, and Grantee desires to accept from Grantor, certain easements in, over, across, upon, and under certain portions of the Property shown as "199.91 +/- Sq. Ft. Easement from Wellfleet Conservation Trust to Town of Wellfleet" (the "Easement Area") on the Plan, for the purpose of constructing, accessing, and maintaining the access road to the Structure and property of the United States of America, pursuant to the terms and conditions of this Easement; and

WHEREAS, Grantee intends to issue a license to the United States of America (by and through the NPS) (the "License") to use the Easement Area to construct, access, use and maintain

such access road, consistent with the scope of this Agreement, and Grantor acknowledges and consents to the issuance of this license as agreed to by the parties subject to the terms and conditions set forth below. An executed copy of the License shall promptly be provided to Grantor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grantor hereby grants to Grantee a non-exclusive right and easement (the "Easement") over, under, through, across, within, and upon the Easement Area, subject to the terms of this Agreement (including Section 10 below). In addition, Grantor hereby grants the following rights and easements to Grantee in connection with the Easement:

- a. The right to construct, access, use, and maintain a gravel (not a paved) road in a workmanlike manner within the Easement Area to build and access the Structure as shown in the Plan;
- b. The right and easement from time to time to clear and keep cleared the Easement Area of all vegetation, including trees and underbrush, as well as any other obstructions on or beneath the gravel road described above, and no structures of any kind shall be constructed or placed in the Easement Area;
- c. The right and easement to pass and repass on foot and with vehicles and equipment along the Easement Area as reasonably required in connection with the exercise of the rights and easements herein granted, but no other land of the Grantor adjacent to the Easement Area shall be disturbed or used; and
- d. Any and all incidental rights, e.g., snow plowing, over, under, through, across, within, and upon the Easement Area reasonably necessary to exercise the rights set forth in Subsections 1(a)-1(c).

2. Grantee's access shall be limited to its employees, agents, contractors, subcontractors, invitees, and licensees, and public pedestrian access, but not vehicular access by the public.

3. Contractors hired by Grantee or its licensee to perform work in the Easement Area shall maintain insurance as follows:

- a. commercial general liability insurance that is acceptable to the Grantor and meets Massachusetts statutory requirements be written on an occurrence basis to afford protection:
 - i. in the amount of two million dollars (\$2,000,000) per occurrence, three million dollars (\$3,000,000) in the aggregate, combined single limit for personal and bodily injury and death and property damage and for Easement Area damage, or

- ii. in the amounts required under subsection 3(a)(i) under any commercial general liability insurance policy affording coverage categories equivalent to subsection 3(a)(i);
- b. worker's compensation insurance in compliance with appropriate federal and Commonwealth of Massachusetts laws, and employers' liability insurance with limit of not less than \$1,000,000 per accident or disease for each employee;
- c. automobile liability insurance covering all owned, non-owned and hired vehicles in accordance with applicable laws, with limits of \$200,000 per person; \$500,000 for bodily injury per occurrence and \$20,000 for property damage per occurrence.
- d. the insurance described in this Section 3 shall:
 - i. name Grantor and Grantee as additional insureds and provide in said insurance that no deductible or self-insured retention applies to Grantor or Grantee; and
 - ii. provide that such coverage shall not be cancelled without at least sixty (60) days' written notice to Grantor and Grantee (and if such coverage is cancelled, work under this Easement shall not occur until such coverage is reinstated).
- e. Grantee or its licensee shall provide evidence of satisfactory insurance compliant with this Section 3 to the Grantor at least fifteen (15) days before beginning any work at the Easement Area.

4. No acts are permitted within the Easement Area that are inconsistent with the rights and easements hereby conveyed. This Agreement is not intended to prohibit the use of the Easement Area by Grantor and Grantor's employees, licensees, and invitees, provided that such use does not unreasonably interfere with or prohibit the full and reasonable use and enjoyment by Grantee of the rights and easements hereby conveyed. Each party (including Grantee's licensee) agrees not to relocate the Easement Area or grant any other easements, leases, deeds, licenses (other than the contemplated License to CCNS) or any other rights to the Easement Area that will interfere with the other party's rights under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Before work at the Easement Area commences, Grantee and/or its licensee shall provide physical markings of the boundaries of the Easement Area to the satisfaction of the Grantor.

5. In exercising its rights hereunder, Grantee shall use reasonable efforts to minimize any interference with Grantor's use of the Property and the Easement Area and shall promptly repair any damage to the Property caused by Grantee's or its licensee's exercise of its rights hereunder.

6. Grantee shall not cause or permit any liens, including without limitation mechanics' or materialmen's liens, to be recorded against the Property, and Grantee shall take all steps and actions to remove such liens at Grantee's sole cost.

7. Grantee agrees that it shall, to the fullest extent permitted by law, indemnify and hold the Grantor harmless from and against any and all claims, demands, suits, actions, costs, expenses, debts, damages, judgments, and liabilities (including, without limitation, reasonable attorneys' fees) arising out of the Grantee's use of and/or activities (including the activities of Grantee's licensees, employees, contractors, agents, successors, assigns and anyone else in privity with it) on the Grantor's Property, except to the extent caused by the gross negligence or willful misconduct of the Grantor and/or its licensees, employees, trustees, representatives, agents, successors or assigns.

8. Grantee shall ensure that the costs associated with the preparation, negotiation and recording of this Easement, as well as all work to construct and complete the road within the Easement Area, occurs at no cost or expense to Grantor. Grantor agrees to cooperate with Grantee to provide information necessary to support any necessary permit applications for such work or other approvals, also at no cost or expense to the Grantor. Grantee agrees to provide written confirmation, within ninety (90) days of completion of the work in the Easement Area, that the access road is located within the boundaries of the Easement Area.

9. If either party becomes aware of any non-compliance with this Agreement, it may give the other party reasonable notice of such non-compliance and request corrective action. If the parties do not resolve the non-compliance issues within ninety (90) days after any such notice, they may pursue all available legal and equitable rights and remedies.

10. The term of this Agreement is sixty (60) years (the "Term"), provided, however, the intent is for the Agreement to be coterminous with a license between the Grantee and the United States of America (the "License"), and, in the event the License is extended beyond the Term, this Agreement shall automatically be renewed upon the same terms and conditions without the need to record or file any further instrument with the Registry of Deeds. This Agreement shall terminate, however, in the event: (a) construction of the Structure does not commence within ten (10) years from the date this Agreement is recorded with the Registry of Deeds; (b) the License expires and/or is terminated or (c) the environmental restoration purpose of the Herring River Restoration Project ceases and the Structure is removed. In that event, by mutual written agreement of the parties, the Town of Wellfleet shall give ninety (90) days' written notice to the United States of America. After an additional ninety (90) days, if no action is taken by the Grantee and the United States of America pursuant to the terms of this Agreement, the Grantee shall sign and record a termination of this Agreement and Grantee shall restore the Easement and Access Road, as shown on the Plan, to its prior condition, including by removing all the gravel and vegetating the area, as close as reasonably practicable, within ninety (90) days from recording of a termination with the Registry of Deeds. Notwithstanding the foregoing, this Agreement shall not terminate or expire due to an unintentional lapse or expiration of the License between Grantee and the United States of America, unless the Grantee and the United States of America fail to remedy such lapse or expiration within one hundred eighty (180) days from the discovery thereof.

11. All notices provided for in this Agreement shall be in writing and shall be sent to the addresses set forth below (or such other address as a party may hereinafter designate in writing by written notice to the other), and shall be sufficient if sent by registered or certified mail, return receipt requested, postage prepaid; by hand delivery; by overnight courier service; or by electronic

transmission with proof of receipt with an original by regular mail. Any such notice shall be effective when delivered or when delivery is refused.

If to Grantor: Wellfleet Conservation Trust
PO Box 84
Wellfleet, MA 02667
Attn: President

If to Grantee: Town of Wellfleet
Town Hall
300 Main Street
Wellfleet, MA 02667
Attn: Town Administrator

A copy of any notice under this Agreement shall also be provided to the United States of America at:

Superintendent
Cape Cod National Seashore
99 Marconi Site Road
South Wellfleet, MA 02667

12. Grantee shall give thirty (30) days' advance written notice to the Grantor of any proposed amendment to the License, and shall provide prompt notice of any renewal.

13. Miscellaneous.

- a. The rights, obligations, and easement described herein constitute an easement for the benefit of Grantee, its successors and assigns, and these provisions shall run with the land and shall inure to the benefit of and bind the respective legal representatives, successors and assigns of Grantor and others holding rights in the Property, and Grantee for the duration of this Easement. Grantee agrees that the terms and conditions of this Agreement shall be binding upon and referenced in the License between the Grantee and the United States of America, and in the event of any conflict, this Agreement shall control said terms and conditions.
- b. The parties hereby agree that the parties may apply to any court, state or federal, for specific performance of this Agreement, or an injunction against any violation of this Agreement, or for such other relief as may be appropriate, since the amount of damages arising from the default under any terms of this Agreement would be difficult to ascertain and may not be compensable by money alone.
- c. Grantor warrants and represents that the person executing this Agreement has authority to do so, as authorized by a vote of the Board of Trustees on October 23, 2023.

- d. Grantee warrants and represents that the individual executing this Agreement is duly authorized and fully qualified to execute this Agreement on its behalf, pursuant to a vote taken under Article 36 of the April 29, 2023 Annual Town Meeting, a copy of which is recorded herewith.
- e. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. The terms, provisions and agreements herein contained may be amended only by a duly executed instrument in writing thereafter filed in the Registry. If any term or provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement may be executed in one or more counterparts, each of which shall constitute a part of the same instrument.
- f. No Massachusetts Deed Excise Stamps have been affixed hereto as Grantee is a municipality.

[Signature Pages Follow]

EXECUTED under seal as of this ____ day of _____, 2023.

WELLFLEET CONSERVATION TRUST

By: _____
Name: Dennis O'Connell, as President and not
individually, Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

On this ____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared Dennis O'Connell, President of the Wellfleet Conservation Trust, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF EASEMENT AGREEMENT

The Town of Wellfleet, acting by and through its Selectboard, hereby accepts the foregoing Easement Agreement from the Trustees of the Wellfleet Conservation Trust pursuant to the vote taken under Article 36 of the Annual Town Meeting held on April 29, 2023, a copy of which is recorded herewith..

TOWN OF WELLFLEET
By its Selectboard

Barbara Carboni, Chair

John A. Wolf, Vice Chair

Michael DeVasto, Member

Timothy Sayre, Member

Ryan Curley, Member

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

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

Notary Public
My Commission Expires:

EXHIBIT A

PLAN

[See Attached]

LICENSE AGREEMENT

This License Agreement is executed as of this ___ day of _____, 2023 by and between the **Town of Wellfleet**, a Massachusetts municipal corporation, acting by and through its Selectboard, with a mailing address of Town Hall, 300 Main Street, Wellfleet, MA 02667 ("Town"), and the **United States of America**, acting by and through the U.S. Department of the Interior, National Park Service, Cape Cod National Seashore, 99 Marconi Site Road, Wellfleet, MA, 02667 ("NPS").

WHEREAS, per an Order of Taking dated May 24, 1977 (Land Court Document No. 221384), the Town has an easement in the public way known as Old Chequessett Neck Road (the "Town Property"), as shown in the plan entitled "Easement License Plan – Herring River Restoration Project – Mill Creek Water Control Structure Access Road" Prepared for the Town of Wellfleet and the Wellfleet Conservation Trust, dated October 2, 2023, a copy of which is attached hereto and incorporated herein as Exhibit A (the "Plan"); and

WHEREAS, the Town has entered into an Easement Agreement dated _____, 2023 (the "Easement Agreement") with the Wellfleet Conservation Trust ("WCT") concerning that parcel of land known and numbered as 575 Old Chequessett Neck Road, Wellfleet, Massachusetts (the "WCT Property"), shown on the Plan as the "Easement Area"; and

WHEREAS, the United States of America owns the land abutting the WCT Property to the west (Barnstable County Registry of Deeds Book 1690, Page 276) as part of the Cape Cod National Seashore ("CCNS Property"), shown on the Plan, and NPS intends to construct and operate a water control structure, known as the Mill Creek Water Control Structure (the "Structure") on that land or land adjacent thereto; and

WHEREAS, the Structure is an element of the Herring River Restoration Project, a joint endeavor of the Town and NPS to restore tidal flow to the Herring River Estuary; and

WHEREAS, the Town desires to issue this License to NPS, consistent with and subject to the Easement Agreement, so that NPS may construct and maintain a gravel road to access the CCNS Property from the existing Old Chequessett Neck Road (through the Town Property and the WCT Property) and to facilitate the construction, operation and maintenance of the said Structure.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and NPS hereby agree as follows:

1. The Town hereby grants to NPS a non-exclusive license (the "License") over, under, through, across, within, and upon: (i) a portion of the Town Property, shown on the Plan as "Access Road Area," and (ii) the Easement Area, for the purpose of constructing, accessing, and maintaining an access road to the CCNS Property and Structure. The area authorized under this License (the "License Area") includes both the Access Road Area and the Easement Area. NPS's licensed use encompasses the following rights and obligations:

- a. The right to access, construct, use, and maintain a gravel (not a paved) road in a workmanlike manner within the License Area as shown in the Plan attached as Exhibit A, and no structures of any kind shall be constructed or placed in the License Area, except as necessary for temporary construction staging within the Access Road Area, which shall be removed when access has been constructed to the CCNS Property;
- b. The right from time to time to clear and keep cleared the License Area of structures, trees, underbrush, and any other obstructions on or beneath the gravel road described above;
- c. The right to pass and repass on foot and with vehicles and equipment along the License Area as reasonably required in connection with the exercise of the rights herein granted;
- d. Any and all incidental rights, e.g. snow plowing, over, under, through, across, within, and upon the License Area reasonably necessary for the purposes of this Agreement;
- e. This Agreement is subject to the terms and conditions of the Easement Agreement, insofar as applicable, and in the event of a conflict as to the use of the Easement Area, the Easement Agreement shall control.

2. Any access or use of the Access Road Area, the WCT Property, or the License Area not expressly permitted under this Agreement shall be prohibited.

3. NPS shall subject to the availability of funds, install a locked security gate on the portion of the access road on CCNS Property. The gate shall be accessible to NPS and to Town emergency services personnel. If necessary after construction, the Town may install signs prohibiting parking outside of such security gate.

4. NPS shall construct the access road between the hours of 8:00 AM and 6:00 PM Monday through Friday, consistent with Town construction hour and noise bylaws, unless NPS obtains approval from the Town for different hours, in which case such approved hours shall be authorized by this Agreement. NPS users and Town emergency services personnel shall be authorized to use the access road twenty-four (24) hours per day.

5. NPS shall be exclusively responsible for any maintenance and care of the gravel road (including plowing and sanding) that NPS deems necessary within the License Area, and shall promptly repair the road as necessary. The Town shall make reasonable efforts, when plowing Old Chequessett Neck Road, to avoid stockpiling snow at the access to the NPS Property. Such responsibilities of NPS shall be subject to the availability of appropriations. Should the NPS not be able to maintain the gravel road in the Easement Area, it shall notify WCT and the Town in writing with the reasons therefore. To the extent that the construction of the access road requires additional permitting after the Effective Date of this Agreement, NPS and the Town shall coordinate to obtain such permits.

6. NPS's access shall be limited to its employees, agents, invitees, contractors, and subcontractors, but not vehicular access by the general public.

7. The term of this License shall commence upon the Effective Date and shall continue for thirty (30) years after the Effective Date. The term shall automatically renew for one (1) additional term of thirty (30) years, if not previously terminated or released. Thereafter, the term of this License may be renewed by mutual written agreement of the parties upon the same terms and conditions, and prompt written notification to WCT. WCT shall receive prompt written notification of non-renewal, expiration or termination of this License. NPS may release or terminate this License upon prior written notification to the Town. At the expiration or termination of this License, NPS shall, subject to an appropriation of funds, restore the Easement Area and Access Road Area to its prior condition, including by removing all of the gravel and vegetating the area, as close as reasonably practicable.

8. Contractors hired by NPS to perform work in the Easement Area shall maintain insurance as follows:

- a. commercial general liability insurance that is acceptable to the Town, and meets Massachusetts statutory requirements and which shall be written on an occurrence basis to afford protection:
 - i. in the amount of two million dollars (\$2,000,000) per occurrence, three million dollars (\$3,000,000) in the aggregate, combined single limit for personal and bodily injury and death and property damage and for Easement Area damage, or
 - ii. in the amounts required under subsection 8(a)(i) under any commercial general liability insurance policy affording coverage categories equivalent to subsection 8(a)(i);
- b. worker's compensation insurance in compliance with appropriate federal and Commonwealth of Massachusetts laws, and employers' liability insurance with limit of not less than \$1,000,000 per accident or disease for each employee;
- c. automobile liability insurance covering all owned, non-owned and hired vehicles in accordance with applicable laws, with limits of \$200,000 per person; \$500,000 for bodily injury per occurrence and \$20,000 for property damage per occurrence.

- d. the insurance described in this Section 8 shall:
 - i. name the Town and WCT as additional insureds and provide in said insurance that no deductible or self-insured retention applies to the Town or WCT;
 - ii. provide that such coverage shall not be cancelled without at least sixty (60) days' written notice to the Town and WCT (and if such coverage is cancelled, work under this License shall not occur until such coverage is reinstated); and
 - iii. if such coverage is reasonably available, state that this Agreement is an insured contract covered by the scope of insurance provided.
- e. NPS shall provide evidence of satisfactory insurance compliant with this Section 8 to the Town at least fifteen (15) days before beginning any work.

9. The liability of NPS pursuant to this Agreement shall be governed by applicable federal, state, and local law.

10. In exercising its rights under this License, NPS shall use reasonable efforts to minimize any interference with the Town's use of the Town Property and WCT's use of the WCT Property.

11. The Town and the WCT shall retain their respective rights to use the License Area to the extent such use does not interfere with use by NPS under this Agreement.

12. In exercising its rights under this Agreement, NPS shall at all times and in all respects comply with all applicable laws, ordinances, rules, regulations, licenses, permits and other approvals issued by governmental authorities having jurisdiction over NPS and its activities.

13. This License is personal to NPS, and NPS shall have no right to assign or transfer its rights and obligations hereunder, in whole or in part, to any other person or entity.

14. NPS shall use all commercially reasonable efforts so as not to cause or permit any liens by contractors and/or laborers performing work or providing materials for the License Area, including without limitation mechanics' or materialmens' liens, to be recorded against the Town Property or WCT Property. In the event that any are recorded, NPS shall promptly work with the Town to address any such lien.

15. If either party becomes aware of any non-compliance with this Agreement, it may give the other party reasonable notice of such non-compliance and request corrective action. If the parties do not resolve the non-compliance issues within ninety (90) days after any such notice, they may pursue all available rights and remedies.

16. All notices provided for in this Agreement shall be in writing and shall be sent to the addresses set forth below (or such other address as a party may hereinafter designate in writing by written notice to the other), and shall be sufficient if sent by registered or certified mail, return

receipt requested, postage prepaid; by hand delivery; by overnight courier service; or by electronic transmission with proof of receipt with an original by regular mail. Any such notice shall be effective when delivered or when delivery is refused.

If to Town: Town of Wellfleet
Town Hall
300 Main Street
Wellfleet, MA 02667
Attn: Town Administrator

If to NPS: Superintendent
Cape Cod National Seashore
99 Marconi Site Road
South Wellfleet, MA 02667

Notice of the renewal, non-renewal, termination or expiration of, or an amendment to, this License shall promptly be provided to the Wellfleet Conservation Trust at:

Wellfleet Conservation Trust
PO Box 84
Wellfleet, MA 02667
Attn: President

17. Miscellaneous.

- a. The Town grants to NPS by this Agreement a license only. It is not an interest in real property and does not run with the land. To the extent permitted by law, this Agreement does not create the relationship of landlord and tenant and is not subject to the laws of the Commonwealth of Massachusetts relating to leasing or the landlord and tenant relationship.
- b. The parties hereby agree that the parties may apply to any court, state or federal, as applicable, for specific performance of this Agreement, or an injunction against any violation of this Agreement, or for such other relief as may be appropriate, since the amount of damages arising from the default under any terms of this Agreement would be difficult to ascertain and may not be compensable by money alone. Notwithstanding the foregoing, NPS and the Town explicitly do not waive any sovereign immunity or applicable protection that applies to this Agreement by virtue of their governmental status.
- c. NPS and the Town each warrant and represent that the individual executing this Agreement is duly authorized and fully qualified to execute this Agreement on its behalf.
- d. This Agreement shall be governed by the laws of the Town of Wellfleet, the Commonwealth of Massachusetts and the United States of America, as applicable.

- e. This Agreement may be amended only by written agreement signed by both parties, with thirty (30) days' advance written notice to the Wellfleet Conservation Trust.
- f. If any provision of this Agreement or its application to any circumstances is declared invalid or unenforceable by the final ruling of a court of competent jurisdiction, the remaining provisions and their application to other circumstances shall not be affected. In place of such invalid or unenforceable provision, there shall be substituted a valid and enforceable provision that most nearly accomplishes the parties' original intention.
- g. Pursuant to 31 U.S.C. § 1341, nothing in this Agreement shall be construed to obligate NPS, the Department of the Interior, or the United States of America to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this License Agreement, nor does this Agreement obligate NPS, the Department of the Interior, or the United States of America to spend funds on any particular project or purpose, even if funds are available.
- h. It is further mutually agreed that no Member of or Delegate to Congress shall be admitted to any share or part of this Agreement, or to any benefit to arise thereupon.
- i. This Agreement may be executed in one or more counterparts, each of which shall constitute a part of the same instrument.

[Signature Pages Follow]

EXECUTED under seal as of this _____ day of _____, 2023.

**NPS, CAPE COD NATIONAL
SEASHORE**

TOWN OF WELLFLEET
By Its Selectboard

Name:
Superintendent

Barbara Carboni, Chair

John A. Wolf, Vice Chair

Timothy Sayre, Member

Michael DeVasto, Member

Ryan Curley, Member

EXHIBIT A

PLAN

[See Attached]



ALFRED L KRAFT & MADALON C. MEANY
 580 OLD CHEQUESSETT NECK ROAD
 ASSESSORS MAP 19 PARCEL 601
 DEED BOOK 24961, PAGE 46

Easement Area = 199.91± Sq.Ft.
 Wellfleet Conservation Trust
 To Town of Wellfleet

UNITED STATES OF AMERICA
 CAPE COD NATIONAL SEASHORE
 DEED BOOK 1690, PAGE 276



N 00°13'29" E .00'85"
 N 00°13'29" E 52.10'
 S 00°13'29" W 43.41'
 N 00°13'29" E 24.20'
 S 00°13'29" W 453.69'

A = 273.63'
 R = 105.00'

R = 56.66'
 A = 33.55'

R = 56.66'
 A = 60.62'

A = 40.92'
 R = 100.66'

N 86°10'27" W
 21.07'

Access Road Area
 (Town of Wellfleet Licensed
 to United States of America)

N 85°15'30" E
 5.18'

WELLFLEET CONSERVATION TRUST
 575 OLD CHEQUESSETT NECK ROAD
 ASSESSORS MAP 19 PARCEL 6
 LOT 4, LCP 38228B SHT 1 OF 2
 CERT. #178,899

S 01°35'37" E 534.30'

EDGE OF PAVEMENT
 Old Chequessett Neck Road ~ 40' Public Way
 See Doc. #221384 MA Land Court (Easement Taking)
 EDGE OF PAVEMENT

Easement License Plan
 Herring River Restoration Project
 Mill Creek Water Control Structure Access Road
 Wellfleet, MA
 prepared for
 The Town of Wellfleet, and
 The Wellfleet Conservation Trust
 Scale 1" = 40' Oct. 2, 2023
 ols #794004





SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 05, 2023

IV

CONSERVATION TRUST

~ B ~

REQUESTED BY:	Denny O' Connell ~ Conservation Trust
DESIRED ACTION:	To approve two conservation restrictions.
PROPOSED MOTION:	I move to approve the two conservation restrictions for Hamblen Farm, Pole Hill and Fouse CR as presented at tonight's meeting.
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition (s):
VOTED:	



November 29, 2023

Town of Wellfleet Select Board
Town Hall c/o Administration
- By email-

Dear SelectBoard Members –

Re: Request for approval of two Conservation Restrictions

On behalf of ourselves, the Wellfleet Conservation Trust (WCT), and the Compact of Cape Cod Conservation Trusts (the Compact), I request your review, approval, and signature on the two attached Conservation Restrictions (CR's) at your scheduled December 5, 2023 meeting. I plan to attend your December 5 meeting and will be able to respond to your questions. However, if you, individually, have any questions before the meeting, please contact me.

These CR's have been through extensive reviews by the Commonwealth's Division of Conservation Services (DCS) within the Secretariat of Energy and Environmental (EEA) services. Both CR's are essentially the same language. Per the EEA procedures, there is a sequence of approvals required. It is now ready for your review and signature. Upon approval, **your signatures are requested on Page 18 of each document**. After your signature, the documents will be submitted for the final approval and signature of the Secretary of Energy and Environmental Affairs, Ms. Rebecca Tepper.

Per our Wellfleet procedures, these CR's have been reviewed by the Conservation Commission and are recommended for your approval and signature as beneficial for Wellfleet. They will be sending you an e-mail note to that effect.

A Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of these Conservation Restrictions are to ensure that the Premises will be maintained in perpetuity, in their natural, scenic, or open condition and to prevent any use or change that would materially impair the Conservation Values. The underlying land continues to be owned by the property owner, but by law it has become conservation land and is recognized by the State and local government.

These two CR's have been qualified for Massachusetts Conservation Land Tax Credit by virtue of the fact that grantees (the Compact and WCT) are approved conservation organizations and the owners are donating the CR's to approved conservation organizations. Under state procedures, the Compact must be the initial holder, but we will be transferring the CR's to WCT in the near future. This is a procedure that the state recognizes and has been used on many recent and past CR's.

The two CR's herewith are:

1. Hamblen Farm – Pole Hill on the southern portion of the Hamblen Farm (Assessor's Map 12, Lot 47). This CR will apply to 10.52 acres of the Hamblen Farm total acreage of 25.57 acres. There is a previous CR on 1.68 acres. This CR includes some of the upper reaches of the Mayo Creek tributary of the Herring River.
2. Fouse CR on the entirety of Map 19 Lot 81.7 at 970 Chequessett Neck Road. This 1.69 acre CR abuts the Herring River Overlook conservation property owned by WCT.

These CR's are standard in the structure and intent and have been signed off by the State.

I stand ready for any questions you may have and plan to be at your meeting.

Thank you,

Sincerely,

R. Dennis O'Connell

R. Dennis O'Connell, President

508-349-2162 or dennyoc@comcast.net

Cc: Mark Robinson, Executive Director, the Compact
Beth Pyles, Wellfleet Conservation Agent
Leon Shreves, Chair of Wellfleet Conservation Commission
Susan Anthony, Manager, Hamblen Farm LLC
Jacqualyn Fouse

Attachments:

Hamblen Farm Pole Hill CR
CR # 17236 Chequessett Neck Rd

GRANTOR: Hamblen Farm LLC
GRANTEE: The Compact of Cape Cod Conservation Trusts, Inc.
ADDRESS OF PREMISES: 149 Hamblen Farm Road, Wellfleet, MA 02667
FOR GRANTOR'S TITLE SEE: Barnstable County Registry of Deeds at
Deeds Book 30635 Page 93; Plan Book 503 Page 19.

GRANT OF CONSERVATION RESTRICTION

I. STATEMENT OF GRANT

HAMBLEN FARM, LLC, a Massachusetts limited liability company with an office at 35 Newcomb Heights Road, Wellfleet, MA 02667 and a mailing address of P.O. Box 1493, Wellfleet Massachusetts 02667, being the sole owner of the Premises as defined herein, and for its successors and assigns ("Grantor"), acting pursuant to Sections 31, 32 and 33 of Chapter 184 of the Massachusetts General Laws, grant, with QUITCLAIM COVENANTS to **THE COMPACT OF CAPE COD CONSERVATION TRUSTS, INC.**, a Massachusetts charitable corporation with an office at 36 Red Top Road, Brewster, Massachusetts 02631, and a mailing address of P.O. Box 443, Barnstable MA 02630, its permitted successors and assigns ("Grantee"), for no consideration as this conveyance is to be considered and characterized as a gift in accordance with 26.U.S.C. Section 170(h), **IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES**, the following Conservation Restriction on land located in the Town of Wellfleet, County of Barnstable, Commonwealth of Massachusetts, containing a 10.52-acre portion of a 25.57 property ("Premises"), which Premises is more particularly described in Exhibit "A" and shown in the attached sketch plan in Exhibit "B," both of which are incorporated herein and attached hereto.

II. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction ("Purposes") are to ensure that the Premises will be maintained in perpetuity in its natural, scenic, or open condition and to prevent any use or change that would materially impair the Conservation Values (as defined below). The Conservation Restriction was acquired utilizing, in part, the Conservation Land Tax Credit Program authorized under the Chapter 509 Acts of 2008

Sections 1-4 as amended by Chapter 409 Acts of 2010 Sections 4-13 of the Massachusetts General Court.

The Conservation Values protected by this Conservation Restriction include the following:

- **Open Space.** The Premises contributes to the protection of the scenic and natural character of Wellfleet and the protection of the Premises will enhance the open-space value of these and nearby lands. The Premises' 10.52 acres will be added to the 1.84 acres of a total 25.57-acre historic 18th century farm placed under perpetual conservation restriction in 2017. The Hamblen Farm complex possesses significant open, natural, and scenic values of great importance to the Grantee and the people of Wellfleet and the Commonwealth of Massachusetts
- **Floodplain.** The 10.52 acres of the Premises lies within the 100-year floodplain, low-lying ground adjacent to the Mill Creek, within the Herring River Flood Plain. The protection of this floodplain will ensure the continued availability of this flood storage during major storm events. The Massachusetts Division of Ecological Restoration Program along with the Town of Wellfleet, the Commonwealth of Massachusetts, and the National Park Service, support the Herring River Restoration Project to restore almost 1,000 acres of wetlands around the Herring River estuary to more natural tidal flow and saltwater wetland habitats. The Premises falls 100% within the marine recharge area to the Herring River estuary north of Mill Creek and Mayo Beach.
- **Wildlife Habitat** The Premises contains 5.75 acres of upland native pitch pine forest, 4.77 acres of wetland habitat, and includes a 50-foot hilltop. The conservation of the Premises will contribute to the conservation of high priority plants and animals along Mill Creek, a major freshwater tributary to the Herring River Estuary. The Premises is ranked "High" for habitat protection priority in the Cape Cod Wildlife Conservation Project (The Compact of Cape Cod Conservation Trusts, 2003).
- **Biodiversity.** The Premises includes areas designated as Critical Natural Landscape – Coastal- Coastal Adaptation Analysis, as defined by the Massachusetts Natural Heritage and Endangered Species Program. BioMap2, published in 2010, was designed to guide strategic biodiversity conservation in Massachusetts over the next decade by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. *BioMap2* is also designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan. The Premises is considered 100% within Statewide Land Conservation Plan Mapped Lands.
- **Water Quality.** Maintaining the Premises as open space will serve to maintain water quality of the nearby Herring River Estuary, the riparian corridor along Mill Creek and the coastal embayment along Mayo Beach. In addition, the Massachusetts Division of Ecological Restoration (DER) has initiated the *Herring River Restoration Project*, supported by the Towns of Wellfleet and Truro, the Commonwealth and the National Park Service, which would restore almost 1,000 acres of wetlands around the Herring River estuary to more

natural tidal flow and saltwater wetland habitats. In a 2015 letter, DER asserted that the conservation value of Hamblen Farm, at the head of Mill Creek, is significant for the project.¹

- Wetlands. The wetlands on the Premises provide valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Section 40 of Chapter 131 of the Massachusetts General Laws). The Premises contains Shrub Swamp wetlands (wooded vegetation less than 20 feet tall) and Wooded Swamp wetlands (woody vegetation greater than 20 feet tall) with standing water or water beneath the surface.
- Indigenous Cultural Landscape Protection of the Premises will protect significant historic and archeological resources and attributes, as identified by the Massachusetts Historical Commission, relevant to the intrinsic values of contemporary Indigenous communities within the Commonwealth of Massachusetts.
- Historic and Archaeological Resources. The Premises is identified by the Massachusetts Historical Commission as having attributes which are “highly archeologically sensitive. Multiple ancient Native American archeological sites are recorded in proximity within similar environmental settings in Wellfleet.” (MHC, #RC.58925). The Premises also helps protect the integrity of an historic 18th century farmstead complex and associated landscape. Conservation and appropriate management of the Premises has an important public benefit by preserving historic and archeological resources within the Premises.
- Climate Change Resiliency. The Premises is identified as an area of above average terrestrial resilience and above average coastal marsh migration space resilience according to The Nature Conservancy’s (TNC) Resilient Land Mapping Tool, including estimated microclimates or Landscape Diversity and lack of fragmentation or Local Connectedness. TNC’s Resilient Land Mapping Tool was developed in order to map ‘climate-resilient’ sites that are ‘more likely to sustain native plants, animals, and natural processes into the future.’ The protection of these climate resilient sites is an important step in both reducing human and ecosystem vulnerability to climate change and adapting to changing conditions.
- Consistency with Clearly Delineated State, or Local Governmental Conservation Policy. The Premises lies within the Statewide Land Conservation Plan and is a substantial contributing element to the overall scenic and historic character of the Town of Wellfleet. The Town of Wellfleet adopted a Conservation Restriction Program in 1989, consisting of policies and guidelines approved by the Select Board, Board of Assessors and Conservation Commission which encourages the use of conservation restrictions in perpetuity as a means of “protecting water resources and clean air, preserving open space, forest lands, and natural habitat of fish, wildlife or plants and providing scenic enjoyment, outdoor recreation and education of the public.”

¹ Letter dated September 15, 2015 from DER Dir. Tim Purinton to Thomas Anderson, Exec. Office of Energy & Environmental Affairs re Hamblen Farm: “Its [Hamblen Farm’s] conservation value to the estuary restoration project is significant.”

- Consistency with Clearly Delineated Barnstable County Conservation Policy. Protection of the Premises will assist in achieving Barnstable County conservation goals. In July 1991, the Barnstable County Assembly of Delegates, pursuant to the Cape Cod Commission Act (Chapter 716 of the Acts of 1989), adopted a *Regional Policy Plan* (“RPP”), amended in 1996, 2002, 2009, 2012, and 2018, which provided, *inter alia* (references are to the 2018 RPP):
 - “To ... protect, preserve, or restore the ecological integrity of Cape Cod’s fresh and marine surface water resources” (Water Resources Goal, pp. 54);
 - “To protect, preserve, or restore the quality and natural values and functions of inland and coastal wetlands and their buffers” (Wetland Resources Goal, pp. 55);
 - “To protect, preserve, or restore wildlife and plant habitat to maintain the region’s natural diversity” (Wildlife and Plant Habitat Goal, pp. 55).
 - In reference to this Wildlife and Plant Habitat Goal, the RPP states, “For many years habitat loss due to development has been the primary threat to the region’s habitats” (pp. 32); and,
 - “To conserve, preserve, or enhance a network of open space that contributes to the region’s natural and community resources and systems” (Open Space Goal, pp. 55).
 - In reference to this Open Space Goal, the RPP states, “[t]he open space of the Cape is critical to the health of the region’s natural systems, economy, and population. Open space provides habitat for the region’s diverse species and protection of the region’s drinking water supply” (pp. 30); and,
 - “To protect and preserve the significant cultural, historic, and archaeological values and resources of Cape Cod” (Cultural Heritage Goal, pp. 58).”

Granting this Conservation Restriction will advance each of these objectives outlined in the RPP.

III. PROHIBITED and PERMITTED ACTS AND USES

A. Prohibited Acts and Uses

The Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Structures and Improvements. Constructing, placing, or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam;
2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;

3. Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;
4. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;
5. Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function;
6. Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by Grantor and Grantee;
7. Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;
8. Subdivision. Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Grantor's and Grantee's intention to maintain the entire Premises under unified ownership;
9. Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any other parcel;
10. Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
11. Residential or Industrial Uses. Using the Premises for residential or industrial purposes;
12. Inconsistent Uses. Using the Premises for commercial purposes that are inconsistent with the Purposes or that would materially impair the Conservation Values, or for any other uses or activities that are inconsistent with the Purposes or that would materially impair the Conservation Values.

B. Permitted Acts and Uses

Notwithstanding the Prohibited Acts and Uses described in Paragraph III.A., the Grantor may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values. In conducting any Permitted

Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

1. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards, disease, insect or fire damage, and/or in order to maintain the condition of the Premises as documented in the Baseline Report (see Paragraph XV.);
2. Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
3. Composting. Stockpiling and composting stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises, provided that no composting or stockpiling shall occur within 100 feet of a wetland.
4. Natural Habitat and Ecosystem Improvement. With prior written approval of the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;
5. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee. A copy of the results of any such investigation on the Premises is to be provided to the Grantee;
6. Trails. Maintaining and constructing trails as follows:

With prior approval of the Grantee, the creation, modification, use, maintenance and abandonment of a foot trail, said trail shall not exceed four (4) feet in width and shall not be paved or otherwise surfaced;
7. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises. Signage will be subject to any applicable local approvals.
8. Outdoor Passive Recreational and Educational Activities. Hiking, cross-country skiing, snowshoeing, nature observation, nature outings, outdoor educational activities, and other non-motorized outdoor recreational and educational activities;

C. Site Restoration

Upon completion of any Permitted Acts and Uses, any disturbed areas shall be restored substantially to the conditions that existed prior to said activities, including with respect to soil material, grade, and vegetated ground cover.

D. Compliance with Permits, Regulations, Laws

The exercise of any Permitted Acts and Uses under Paragraph III.B. shall be in compliance with all applicable federal, state and local laws, rules, regulations, zoning, and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion of any Reserved Right requiring a permit, license or other approval from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit, license, or other approval should be issued.

E. Notice and Approval.

1. Notifying Grantee. Whenever notice to or approval by Grantee is required, Grantor shall notify or request approval from Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:
 - a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
 - b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;
 - c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals.
 - d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the Purposes and Conservation Values.
2. Grantee Review. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request. Grantee's approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantee may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.
3. Resubmittal. Grantee's failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval.

IV. INSPECTION AND ENFORCEMENT

A. Entry onto the Premises

The Grantor hereby grants to the Grantee, and its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction.

B. Legal and Injunctive Relief.

1. Enforcement. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory relief and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantee will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction.
2. Notice and Cure. In the event the Grantee determines that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantee shall, before exercising any such rights, notify the Grantor in writing of the violation. The Grantor shall have thirty (30) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time Grantee may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Grantor immediately ceases the violation and Grantee determines that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantee may notify the proper authorities of such violation.
3. Reimbursement of Costs and Expenses of Enforcement. Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including counsel fees) incurred by the Grantee in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.

C. Non-Waiver.

Enforcement of the terms of this Conservation Restriction shall be at the sole discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

D. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

E. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from natural causes beyond the Grantor's control, including but not limited to fire, flood, weather, climate-related impacts, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

V. PUBLIC ACCESS

This Conservation Restriction does not grant any right of access to the general public and the Grantor retains its rights to prohibit access to the Premises by the general public.

VI. TERMINATION/RELEASE/EXTINGUISHMENT

A. Procedure

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or successor official ("Secretary"), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

B. Grantor's and Grantee's Right to Recover Proceeds

If any change in conditions ever gives rise to termination, release, or extinguishment of this Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph VI.C, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding requirements. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

C. Grantee's Receipt of Property Right

Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the conveyance, bears to the value of the unrestricted Premises. The proportionate value of the Grantee's property right is as of the Effective Date (see Paragraph XII) and will be determined by an appraisal. Such proportionate value of the Grantee's property right shall remain constant.

D. Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph VI.B and Paragraph VI.C. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

VII. DURATION and ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except when all of the following conditions are met:

1. the Grantee requires that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;
3. the assignee, at the time of the assignment, qualifies under and 26.U.S.C. 170(h), and applicable regulations thereunder, if applicable, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and

4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VIII. SUBSEQUENT TRANSFERS

A. Procedure for Transfer

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the effective date of such transfer. Any transfers shall receive prior approval by Grantee to assure that the Premises is transferred to a qualified conservation organization. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantee may record, in the applicable registry of deeds, or registered in the applicable land court registry district, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

B. Grantor's Liability

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

IX. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within thirty (30) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

X. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction following the terms set forth in Paragraph VII.C to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

XI. AMENDMENT

A. Limitations on Amendment

Grantor and Grantee may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. affect this Conservation Restriction's perpetual duration;
2. be inconsistent with or materially impair the Purposes;
3. affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;
4. affect the status of Grantee as a "qualified organization" or "eligible donee" under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws; or
5. create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantee, of the economic impact of the proposed amendment; or
6. alter or remove the provisions described in Paragraph VI (Termination/Release/Extinguishment); or
7. cause the provisions of this Paragraph XI to be less restrictive; or
8. cause the provisions described in Paragraph VII.C (Running of the Benefit) to be less restrictive

B. Amendment Approvals and Recording

No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor, approved by the Town of Wellfleet Selectboard and by the Secretary in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the Barnstable County Registry of Deeds.

XII. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in the ~~in the~~ Barnstable County Registry of Deeds.

XIII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Hamblen Farm, LLC
Box 1493
Wellfleet, MA, 02667

To Grantee: The Compact of Cape Cod Conservation Trusts, Inc.
P.O. Box 443

Barnstable, MA 02630

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIV. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in order to effect the Purposes and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the Grantor and Grantee with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

XV. BASELINE DOCUMENTATION REPORT

The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are described in a Baseline Documentation Report ("Baseline Report") titled "*Baseline Report for Hamblen Farm – Pole Hill Conservation Restriction*", dated _____, prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and referenced herein. The Baseline Report (i) is acknowledged by Grantor and

Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein, and (iv) may be supplemented as conditions on the Premise change as allowed over time. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report.

XVI. MISCELLANEOUS

A. Pre-existing Public Rights

Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary, is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. Release of Homestead

The Grantor hereby releases, agrees to waive, subordinate, and release any and all Homestead rights pursuant to Chapter 188 of the Massachusetts General Laws it may have in favor of this Conservation Restriction with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agrees to execute, deliver and/or record any and all instruments necessary to effectuate such waiver, subordination and release. In all other respects, the Grantor reserves and retains any and all Homestead rights, subject to this Conservation Restriction, pursuant to Section 10(e) of Chapter 188 of the Massachusetts General Laws.

C. No Surety Interest

The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

D. Prior Encumbrances

This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.

E. Attached hereto and incorporated herein by reference are the following:

Signature pages:

HAMBLEN FARM-POLE HILL CONSERVATION RESTRICTION
Wellfleet, MA

Grantor: Hamblen Farm, LLC

Grantee Acceptance: The Compact of Cape Cod Conservation Trusts, Inc.

Approval of Town of Wellfleet Select Board

Approval of the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts.

Exhibits:

Exhibit A: Legal Description of Premises

Exhibit B: Reduced Copy of Recorded Plan of Premises

HAMBLEN FARM-POLE HILL CONSERVATION RESTRICTION
Wellfleet, MA

Executed under seal this _____ day of _____, 2024.

Grantor: Hamblen Farm, LLC

**Susan Anthony, Manager
Hamblen Farm, LLC**

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss. _____, 2024

Then personally appeared the above-named **Susan Anthony, Manager of the Hamblen Farm, LLC** and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the document, and acknowledged she is duly authorized to act on behalf of said corporation, the seal affixed to said instrument is the corporate seal of said corporation, the foregoing instrument to be the free act and deed of said corporation, before me.

Notary Public
My commission expires:

CERTIFICATE OF VOTE

I, _____, duly elected Clerk of the Hamblen Farm, LLC, hereby certify at a meeting of the Board of Directors duly called on the _____ day of _____ 2024, at which meeting, acting throughout upon motion duly made and seconded, a quorum being present, it was unanimously

VOTED: that **Susan Anthony, Manager of the Hamblen Farm, LLC**, be and hereby is authorized in the name of **Hamblen Farm, LLC**, to grant a conservation restriction on a tract of land, consisting of 10.52+/- acres at Hamblen Farm in Wellfleet MA, as more particularly described in a document termed conservation restriction and recorded herewith, her execution thereof shall be sufficient evidence of the Board of Directors' approval.

I further certify that Susan Anthony is the duly elected Manager of the Hamblen Farm, LLC, Inc., and that I am the duly elected Clerk and that said vote is still in full force and effect.

A true copy.

Attest:

Clerk, Hamblen Farm, LLC

Date: _____ 2024

HAMBLÉN FARM-POLE HILL CONSERVATION RESTRICTION
Wellfleet, MA

ACCEPTANCE OF GRANT

At a meeting duly held on _____, 2024, The Compact of Cape Cod Conservation Trusts, Inc. voted to accept the foregoing Conservation Restriction from Hamblen Farm, LLC.

**THE COMPACT OF CAPE COD
CONSERVATION TRUSTS, INC.**

By: _____
Leonard W. Johnson,
Its President, duly authorized

By: _____
Henry Lind, Treasurer
Its Treasurer, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss. _____, 2024

Then personally appeared the above-named Leonard W. Johnson, President, and Henry Lind, Treasurer, of The Compact of Cape Cod Conservation Trusts, Inc., the corporation named in the foregoing instrument, and proved to me through satisfactory evidence of identification, which was personal knowledge of identity, to be the persons whose names are signed on the document and acknowledged they are duly authorized to act on behalf of said corporation, the seal affixed to said instrument is the corporate seal of said corporation, and foregoing instrument to be the free act and deed of the corporation, before me.

Mark H. Robinson, Notary Public
My commission expires: 8 July 2027

APPROVAL OF TOWN OF WELLFLEET SELECT BOARD

We the undersigned, being a majority of the Select Board of the Town of Wellfleet, hereby certify that at a public meeting duly held on _____, 2024, the Select Board voted to approve the foregoing Conservation Restriction from Hamblen Farm, LLC to The Compact of Cape Cod Conservation Trusts, Inc. in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

SELECTBOARD:

Commented [R01]: To be updated

Barbara Carboni, Chr.

Michael DeVasto

Ryan Curley

Kathleen Bacon

John A. Wolf

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

On this ____ day of _____, 2024, before me, the undersigned notary public, personally appeared _____

_____, and proved to me through satisfactory evidence of identification which was _____ to be the persons whoses names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

HAMBLEN FARM-POLE HILL CONSERVATION RESTRICTION
Welfleet, MA

**APPROVAL OF SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS OF
THE COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from Hamblen Farm, LLC to The Compact of Cape Cod Conservation Trusts, Inc. has been approved in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: _____, 2024

Rebecca L. Tepper
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared Rebecca L. Tepper, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

*HAMBLEN FARM-POLE HILL CONSERVATION RESTRICTION
Wellfleet, MA*

EXHIBIT A

Description of the Premises

The Premises subject to this Conservation Restriction is a 10.52-acre tract of land located in the Town of Wellfleet, Barnstable County, Commonwealth of Massachusetts, a portion of a 25.52-acre parcel, shown as "*Locus*" on a plan of land entitled "Plan of 'Hamblen Farm' in Wellfleet, Mass. Made for Julian D. Anthony, Scale of 1" = 80," dated April 1994 prepared by Slade Associates, Inc. Registered Land Surveyors, Route 6 & Pine Point Road, Wellfleet, MA 02667 said plan recorded at the Barnstable Registry of Deeds, Plan Book 503, Page 19, a reduced copy of which is attached hereto as Exhibit B.

The Premises is also shown as all of Lot 6 on an unrecorded plan (on file with Grantee) entitled, "Prekimiary Subdivision Plan of 'Hamblen Farm,' in Wellfleet, Mass. made for J. Danforth Anthony, Jr., Stephen H. Anthony, Cushman D. Anthony, Dave B. Smith, Jr., Jonathan A. Smith, Scale 1" = 80', October 27, 2009, Slade Associates, Inc., Registered Land Surveyors, 10 Pine Point Rd., Wellfleet, MA 02667, " an excerpt of which is attached hereto as Exhibit C.

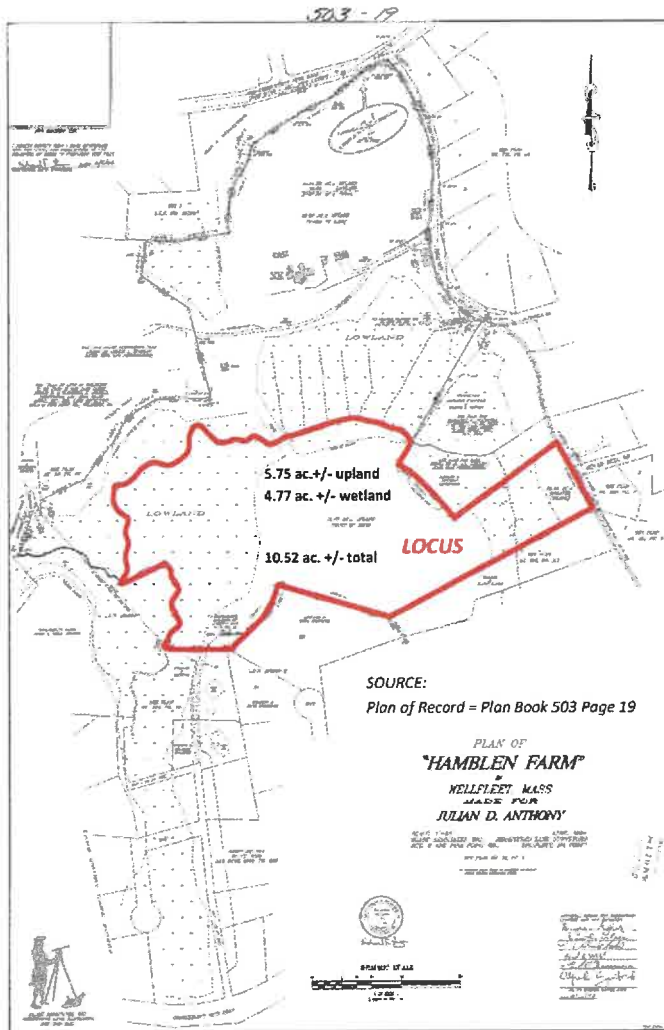
For title, see deed recorded in Deeds Book 30635 Page 93 in the Barnstable County Registry of Deeds.

Street Address: 149 Hamblen Farm Road, Wellfleet, MA 02667

EXHIBIT B

Reduced Copy of Plan of Premises

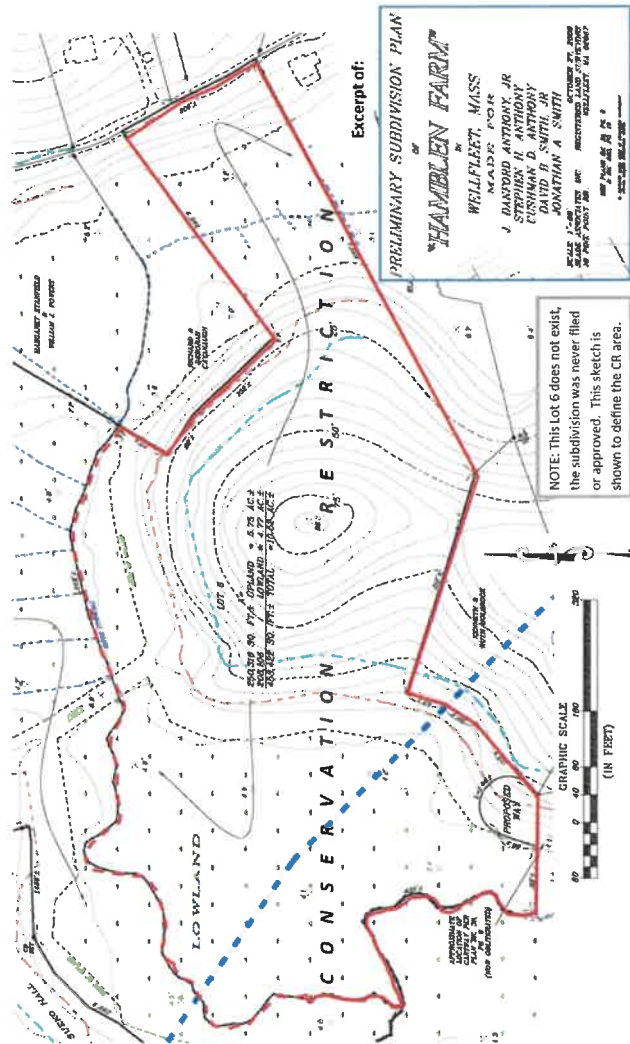
For official full size plan see Barnstable Registry of Deeds Plan Book 503 Page 19.



*HAMBLIN FARM-POLE HILL CONSERVATION RESTRICTION
Wellfleet, MA*

EXHIBIT C

Sketch Plan of Premises



*HAMBLIN FARM-POLE HILL CONSERVATION RESTRICTION
Wellfleet, MA*

GRANTOR: Jacquelyn A. Fouse
GRANTEE: The Compact of Cape Cod Conservation Trusts, Inc.
ADDRESS OF PREMISES: 970 Chequessett Neck Road, Wellfleet, MA 02667
FOR GRANTOR'S TITLE SEE: Barnstable Registry District of the Land Court
Certificate # 223250
FOR PLAN OF RECORD SEE: Barnstable Registry District of the Land Court
Plan 10669-20 (Lot 84) and sketch in Exhibit B

GRANT OF CONSERVATION RESTRICTION

I. STATEMENT OF GRANT

JACQUALYN A. FOUSE, individually of 960 Chequessett Neck Road, Wellfleet MA 02667, being the sole owner of the Premises as defined herein, for my successors and assigns (“Grantor”), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant, with QUITCLAIM COVENANTS, to **THE COMPACT OF CAPE COD CONSERVATION TRUSTS, INC.**, a Massachusetts charitable corporation with an office at 36 Red Top Road, Brewster MA 02631, its permitted successors and assigns (“Grantee”), for nominal consideration, as this conveyance is to be considered and characterized as a gift in accordance with 26.U.S.C. Section 170(h), **IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES**, the following Conservation Restriction on land located in the Town of Wellfleet, County of Barnstable, Commonwealth of Massachusetts containing the entirety of a 1.69-acre ± parcel of land (“Premises”), which Premises is more particularly described in Exhibit A and shown in the attached reduced copy of a survey plan in Exhibit B, both of which are incorporated herein and attached hereto.

II. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction (“Purposes”) are to ensure that the Premises will be maintained in perpetuity in its

natural, scenic, or open condition, and to prevent any use or change that would materially impair the Conservation Values (as defined below).

Conservation Land Tax Credit - The Conservation Restriction was acquired utilizing, in part, the Conservation Land Tax Credit Program (CLTC#0629) authorized under the Chapter 509 Acts of 2008 Sections 1-4 as amended by Chapter 409 Acts of 2010 Sections 4-13 of the Massachusetts General Court.

The Conservation Values protected by this Conservation Restriction include the following:

- Open Space. The Premises contributes to the protection of the natural character of Wellfleet and is a substantial contributing element to the overall scenic and historic character of the area by adding to and maintaining the land predominantly in its natural condition. The protection of the Premises also will enhance the open space value of the permanently protected Wellfleet Conservation Trust holdings totaling 20+ acres adjoining the Premises on two sides.
- BioMap. The Premises contains 100% NHESP-designated BioMap Critical Natural Landscape Habitat, specifically the Landscape Blocks component. The state's Critical Natural Landscapes are large areas which "support ecological processes, disturbances and wide-ranging species" and the Landscape Blocks are large intact areas of high quality vegetation and wildlife habitat. BioMap, published in 2010, and updated in 2022 was designed to guide strategic biodiversity conservation in Massachusetts over the next decade by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. BioMap is also designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan. The coastal heathland succeeding to pine-oak maritime woodlands are significant habitats, according to the NHESP, which require protection. Therefore, protection of the Premises aligns with state NHESP's wildlife and habitat protection objectives.
- Statewide Land Conservation Plan. The Premises lies 100% within the 2004 Statewide Land Conservation Plan area. The Statewide Land Conservation Plan identifies the most significant available, undeveloped open space lands to protect and maintain for purposes of biodiversity.
- Consistency with Clearly Delineated Barnstable County Conservation Policy. Protection of the Premises will assist in achieving Barnstable County conservation goals. In July 1991, the Barnstable County Assembly of Delegates, pursuant to the Cape Cod Commission Act (Chapter 716 of the Acts of 1989), adopted a *Regional Policy Plan* ("RPP"), amended in 1996, 2002, 2009, 2012, and 2018, which provided, *inter alia* (references are to the 2018 RPP):
 - "To protect, preserve, or restore wildlife and plant habitat to maintain the region's natural diversity" (Wildlife and Plant Habitat Goal, p. 55).

- In reference to this Wildlife and Plant Habitat Goal, the RPP states, “For many years habitat loss due to development has been the primary threat to the region’s habitats” (p. 32);
- “To conserve, preserve, or enhance a network of open space that contributes to the region’s natural and community resources and systems” (Open Space Goal, p. 55).
 - In reference to this Open Space Goal, the RPP states, “[t]he open space of the Cape is critical to the health of the region’s natural systems, economy, and population. Open space provides habitat for the region’s diverse species and protection of the region’s drinking water supply” (p. 30); and,
- “To protect and preserve the significant cultural, historic, and archaeological values and resources of Cape Cod” (Cultural Heritage Goal, p. 58).

Granting this Conservation Restriction will advance each of these objectives outlined in the RPP. The Wildlife and Plant Habitat Goal will be served because the Premises contains various important plant and wildlife ecosystems and falls within an NHESP BioMap2 Critical Natural Landscape area. The Open Space Goal will be advanced because the Premises is proximate to several other Wellfleet Conservation Trust open space parcels. The Cultural Heritage Goal will be served because protecting the Premises with this Conservation Restriction will aid in maintaining the region’s historic rural character.

- Consistency with Clearly Delineated Town of Wellfleet Conservation Policies. The Town’s 2005 Open Space and Recreation Plan outlines several goals that would be advanced by the permanent protection of the Premises. Relevant open space and recreation goals include:
 - + acquiring, retaining and protecting a maximum of open space for the community and its natural and wildlife habitats (p.122); and,
 - + identified criteria for “Areas of Concern for Land Conservation,” including rare species habitat; and,

Further, the Town of Wellfleet has adopted a Conservation Restriction Program, consisting of policies and guidelines approved by the Board of Selectmen, Board of Assessors and Conservation Commission in 1989, which encourage the use of conservation restrictions in perpetuity as a means of “protecting water resources and clean air, preserving open space, forest lands, and natural habitat of fish, wildlife or plants and providing scenic enjoyment, outdoor recreation and education of the public;” and,

Further, the Town identified, among other things, the following purposes which a conservation restriction can help to fulfill:

- To prevent the cutting of trees;
 - To preserve important natural habitats; and
 - To prevent or limit construction in areas of natural resource value.
- Consistency with Clearly Delineated State Conservation Policy. The Premises possesses significant open space, natural, aesthetic, ecological, plant and wildlife habitat, solid and water resource quality, watershed, and scenic values (collectively “Conservation Values”)

of great importance to the Grantee and the people of Wellfleet and the Commonwealth of Massachusetts. The Premises supports the State Wildlife Action Plan's goals for conserving pitch pine-oak upland forest.

- Consistency with Clearly Delineated Federal Conservation Policy. Protection of the Premises meets the definition of "conservation purposes" as defined in 26 CFR 1.170A-14(d)(1), because its conservation would: protect wildlife and wetland habitats; and it would contribute to the preservation of open space because it is located in proximity to several other parcels already conserved, including more than 20 acres of conservation land owned by the Wellfleet Conservation Trust, adjacent to the Premises.

III. PROHIBITED and PERMITTED ACTS AND USES

A. Prohibited Acts and Uses

The Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Structures and Improvements. Constructing, placing, or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, wind turbine, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam;
2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;
3. Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;
4. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;
5. Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function;
6. Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by Grantor and Grantee;

7. Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;
8. Subdivision. Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Grantor's and Grantee's intention to maintain the entire Premises under unified ownership;
9. Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any other parcel;
10. Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
11. Outdoor Recreational Activities. Hunting trapping, or camping;
12. Residential, Commercial, or Industrial Uses. Using the Premises for residential, commercial or industrial purposes;
13. Inconsistent Uses. Using the Premises for Purposes that would materially impair the Conservation Values.

B. Permitted Acts and Uses

Notwithstanding the Prohibited Acts and Uses described in Paragraph III.A, the Grantor may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values. In conducting any Permitted Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

1. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards, disease, insect or fire damage, and/or in order to maintain the condition of the Premises as documented in the Baseline Report (see Paragraph XV);
2. Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
3. Composting. Stockpiling and composting stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not have a deleterious impact on the purposes (including scenic values) of this Conservation

Restriction. Exercise of this Reserved Right shall take into account sensitive areas and avoid harm to nesting species during nesting season;

4. Natural Habitat and Ecosystem Improvement. With prior written approval of the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;
5. Pest Control. With the approval of the Grantee, trapping and removal of animals for pest control purposes.
6. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee. A copy of the results of any such investigation on the Premises is to be provided to the Grantee;
7. Trails. Maintaining and constructing trails as follows:
 - a. Trail Maintenance. Conducting routine maintenance of trails, which may include widening trail corridors up to five (5) feet in width overall, with a treadway up to three (3) feet in width.
 - b. New Trails. With prior written approval of the Grantee, constructing new trails or relocating existing trails, provided that any construction or relocation results in trails that conform with the width limitations above.
8. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;
9. Water Line Easement. The pre-existing right of others to maintain a well and water line across the Premises as shown hereinbelow in Exhibit C.1 and C.2.
10. Non-commercial garden. The right, subject to Grantee's approval as to location and access route, to construct, maintain and use a garden for domestic purposes of row crops, vegetables, flowers and other plants, so long as said garden does not exceed one thousand (1,000 s.f.) square feet in area, will not require the removal of trees with a diameter at breast height of more than 12 inches, and does not use inorganic fertilizers or pesticides. The garden may be improved with compost and other organic soil nourishments. Trees and other woody vegetation shall not be removed outside of the garden perimeter in order to provide unrestricted sunlight. An irrigation well and

associated lines and pump may be installed within one hundred (100') feet of said garden. Compost from said garden may be stored in or within 20 feet of the garden. No tool shed or other storage structures may be located on the Premises. A single access path or route, not to exceed ten (10) feet in width, may be created to serve the garden, so long as said route runs the shortest distance possible from Grantor's adjoining land and not at all from Chequessett Neck Road.

In the event that said garden is not constructed during the lifetimes of Jacquelyn A. Fouse and/or Joyce Erony, both currently of 960 Chequessett Neck Road, Wellfleet MA, this right shall expire and not be resurrected by the Grantor or any other person.

C. Site Restoration

Upon completion of any Permitted Acts and Uses, any disturbed areas shall be restored substantially to the conditions that existed prior to said activities, including with respect to soil material, grade, and vegetated ground cover.

D. Compliance with Permits, Regulations, Laws

The exercise of any Permitted Acts and Uses under Paragraph III.B shall be in compliance with all applicable federal, state and local laws, rules, regulations, zoning, and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion of any Reserved Right requiring a permit, license or other approval from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit, license, or other approval should be issued.

E. Notice and Approval

1. Notifying Grantee. Whenever notice to or approval by Grantee is required, Grantor shall notify or request approval from Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:
 - a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
 - b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;
 - c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals.
 - d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the Purposes and Conservation Values.
2. Grantee Review. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request. Grantee's

approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantee may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.

3. Resubmittal. Grantee's failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval.

IV. INSPECTION AND ENFORCEMENT

A. Entry onto the Premises

The Grantor hereby grants to the Grantee, and its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction.

B. Legal and Injunctive Relief

1. Enforcement. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory relief, and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantee will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction.
2. Notice and Cure. In the event the Grantee determines that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantee shall, before exercising any such rights, notify the Grantor in writing of the violation. The Grantor shall have thirty (30) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time Grantee may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Grantor immediately ceases the violation and Grantee determines that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantee may notify the proper authorities of such violation.
3. Reimbursement of Costs and Expenses of Enforcement. Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including counsel fees) incurred by the Grantee in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a

survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.

C. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the sole discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

D. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

E. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from natural causes beyond the Grantor's control, including but not limited to fire, flood, weather, climate-related impacts, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

V. PUBLIC ACCESS

This Conservation Restriction does not grant any right of access to the general public and the Grantor retains its rights to prohibit access to the Premises by the general public.

VI. TERMINATION/RELEASE/EXTINGUISHMENT

A. Procedure

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or successor official ("Secretary"), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

B. Grantor's and Grantee's Right to Recover Proceeds

If any change in conditions ever gives rise to termination, release, or extinguishment of this Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph VI.C, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding requirements. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

C. Grantee's Receipt of Property Right

Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the conveyance, bears to the value of the unrestricted Premises. The proportionate value of the Grantee's property right is as of the Effective Date (see Paragraph XII) and will be determined by an appraisal. Such proportionate value of the Grantee's property right shall remain constant.

On a subsequent sale, exchange, or involuntary conversion of the subject property, the Grantee organization will be entitled to a portion of the proceeds at least equal to that proportionate value of the perpetual conservation restriction. All of the Grantee organization's proceeds from a subsequent sale or exchange of the property must be used by the Grantee organization in a manner consistent with the conservation purposes of the original contribution.

D. Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph VI.B and Paragraph VI.C. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

VII. DURATION and ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The Grantor, on behalf of herself and her successors and assigns, appoints the Grantee her attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and her successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except when all of the following conditions are met:

1. the Grantee requires that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;
3. the assignee, at the time of the assignment, qualifies under and 26.U.S.C. 170(h), and applicable regulations thereunder, if applicable, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and
4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VIII. SUBSEQUENT TRANSFERS

A. Procedure for Transfer

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the effective date of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantee may record it in the Barnstable Registry District of the Land Court, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

B. Grantor's Liability

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

IX. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within thirty (30) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

X. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that she will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction following the terms set forth in Paragraph VII.C to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

XI. AMENDMENT

A. Limitations on Amendment

Grantor and Grantee may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. affect this Conservation Restriction's perpetual duration;
2. be inconsistent with or materially impair the Purposes;
3. affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;
4. affect the status of Grantee as a "qualified organization" or "eligible donee" under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws; or
5. create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantee, of the economic impact of the proposed amendment; or
6. alter or remove the provisions described in Paragraph VI (Termination/Release/Extinguishment); or
7. cause the provisions of this Paragraph XI to be less restrictive; or
8. cause the provisions described in Paragraph VII.C (Running of the Benefit) to be less restrictive

B. Amendment Approvals and Recording

No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor, approved by the Town of Wellfleet and by the Secretary in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the Barnstable Registry District of the Land Court.

XII. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in the Barnstable Registry District of the Land Court.

XIII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Jacquelyn A. Fouse
960 Chequessett Neck Road
Wellfleet, MA, 02667

To Grantee: The Compact of Cape Cod Conservation Trusts, Inc.
P.O. Box 443
Barnstable MA 02630

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIV. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in order to effect the Purposes and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the Grantor and Grantee with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

XV. BASELINE DOCUMENTATION REPORT

The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are described in a Baseline Documentation Report (“Baseline Report”) titled “*Fouse – Chequessett Neck Road Conservation Restriction, Wellfleet, MA – 2023*,” prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and included by reference herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein, and (iv) may be supplemented as conditions on the Premise change as allowed over time. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report.

XVI. MISCELLANEOUS

A. Pre-existing Public Rights

Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary, is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. Release of Homestead

The Grantor hereby agrees to waive, subordinate, and release any and all Homestead rights pursuant to Chapter 188 of the Massachusetts General Laws it may have in favor of this Conservation Restriction with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agrees to execute, deliver and/or record any and all instruments necessary to effectuate such waiver, subordination and release. In all other respects, the Grantor reserves and retains any and all Homestead rights, subject to this Conservation Restriction, pursuant to Section 10(e) of Chapter 188 of the Massachusetts General Laws.

C. Subordination

The Grantor shall record at the Barnstable Registry District of the Land Court simultaneously with this Conservation Restriction all documents necessary to subordinate any mortgage, promissory

note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

D. Executory Limitation

If Grantee shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then Grantee's rights and obligations under this Conservation Restriction shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the applicable Massachusetts law and with due regard to the requirements for an assignment pursuant to Paragraph VII.

E. Prior Encumbrances

This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.

F. The following signature pages are included in this Grant:

Grantor: Jacquelyn A. Fouse

Grantee Acceptance: The Compact of Cape Cod Conservation Trusts, Inc.

Approval by the Town of Wellfleet Selectboard

Approval of the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts.

G. The following exhibits are attached and incorporated herein:

Exhibit A: Legal Description of Premises

Exhibit B: Reduced Copy of Recorded Plan of Premises

Exhibit C.1: Sketch of 1956 Water Line/Well Easement

Exhibit C.2: Sketch of 2021 Water Line/Well Easement

WITNESS my hand and seal this ____ day of _____, 2023,

GRANTOR:

Jacquelyn A. Fouse

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared Jacquelyn A. Fouse, and proved to me through satisfactory evidence of identification which was personal knowledge, to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Mark H. Robinson, Notary Public
My Commission Expires: 8 July 2027

ACCEPTANCE OF GRANT

The foregoing Conservation Restriction from **JACQUALYN A. FOUSE** was accepted by **THE COMPACT OF CAPE COD CONSERVATION TRUSTS, INC.** this _____ day of _____, 2023.

Leonard W. Johnson, duly authorized President,
The Compact of Cape Cod Conservation Trusts, Inc.

Henry Lind, duly authorized Treasurer,
The Compact of Cape Cod Conservation Trusts, Inc.

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared Leonard W. Johnson, President, The Compact of Cape Cod Conservation Trusts, Inc., and Henry Lind, Treasurer, The Compact of Cape Cod Conservation Trusts, Inc., and proved to me through satisfactory evidence of identification, which was personal knowledge of identity, to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that each signed it voluntarily for its stated purpose.

Mark H. Robinson, Notary Public
My Commission Expires: 8 July 2027

APPROVAL OF TOWN OF _____ SELECTBOARD

We the undersigned, being a majority of the Selectboard of the Town of Wellfleet, hereby certify that at a public meeting duly held on _____, 2023, the Selectboard voted to approve the foregoing Conservation Restriction from **JACQUALYN A. FOUSE** to **WELLFLEET CONSERVATION TRUST** in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

SELECTBOARD:

Ryan Curley

Michael DeVasto

Barbara Carboni, Chair

Timothy Sayre

John A. Wolf, Vice-Chair

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____ and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

**APPROVAL OF SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS OF
THE COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby approves the foregoing Conservation Restriction from **JACQUALYN A. FOUSE to THE COMPACT OF CAPE COD CONERVATION TRUSTS, INC.** in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: _____, 2023

Rebecca L. Tepper
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared Rebecca L. Tepper, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A

Description of the Premises

The Premises subject to this Conservation Restriction is all of a parcel of vacant registered land totaling 1.69 acres, more or less, situated in the Town of Wellfleet, Barnstable County, Commonwealth of Massachusetts, more particularly bounded and described as follows:

Lot 84 on Land Court Plan 10669-20.

This Conservation Restriction does not pertain to any adjoining land owned by the Grantor at locus.

For Grantor's title, see deed dated August 6, 2020 recorded in the Barnstable Land Court Registry District in Land Court Document Number 1,402,424 on Certificate # 223250.

Street Address: 970 Chequessett Neck Road, Wellfleet MA
Tax Map 19-Parcel 81-7

EXHIBIT B

Sketch Plan of Premises

Land Court Plan #10669-20 (pending)

EXCERPT OF LAND COURT PLAN #10669-20 (PENDING)

Showing Lot 84 for Conservation Restriction



Plan showing a Division of the Remainder of
Lot 57, LCP 10669-10
#860 Chequessett Neck Road
Wellfleet, MA
prepared for
The Chequessett Yacht and Country Club Trust
Ct. #78460
Scale 1" = 150' Nov 10, 2019
ols #856001

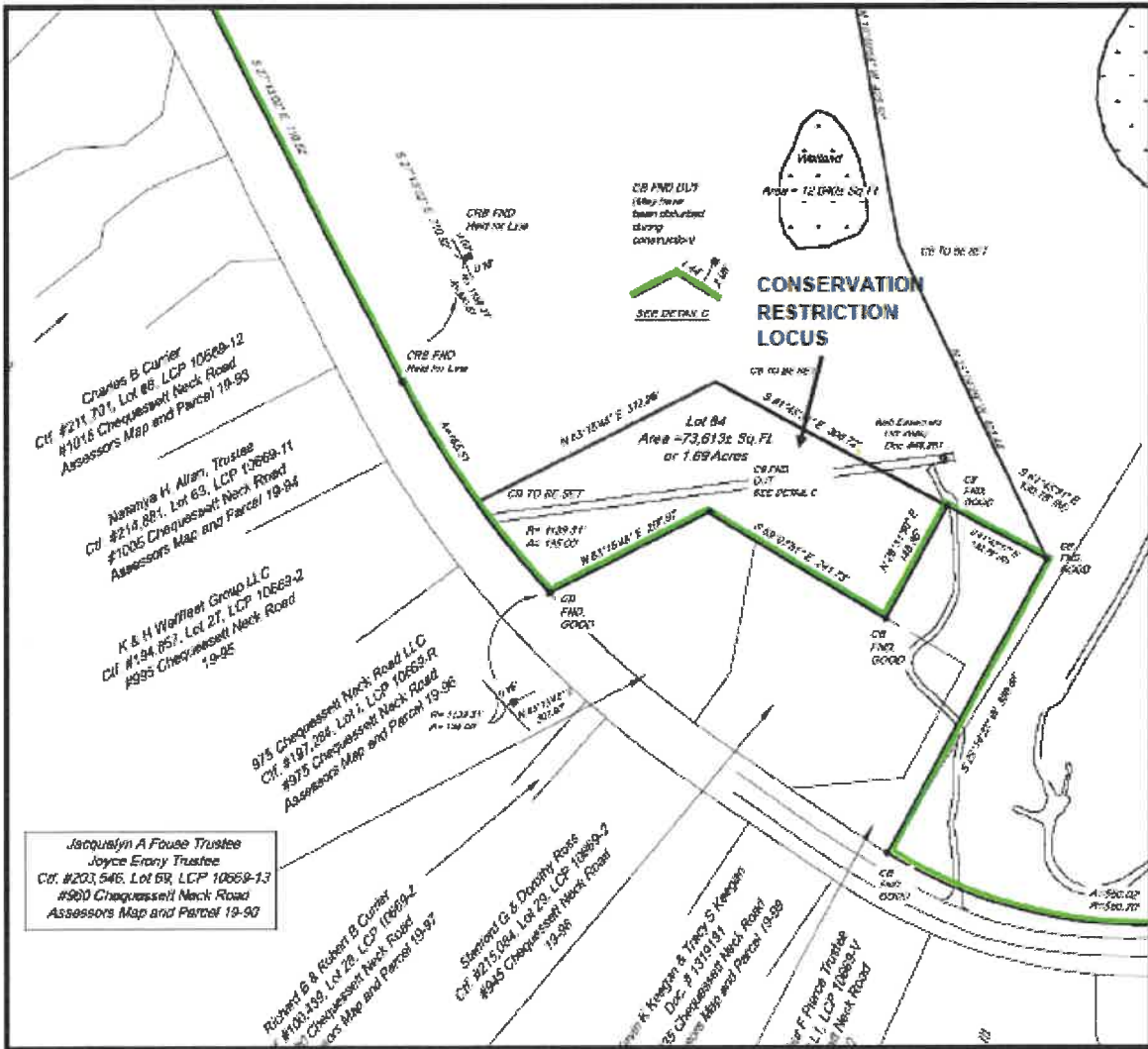


EXHIBIT C.1

Sketch of 1956 Water
Line/Well Easement

See Document Number 48261

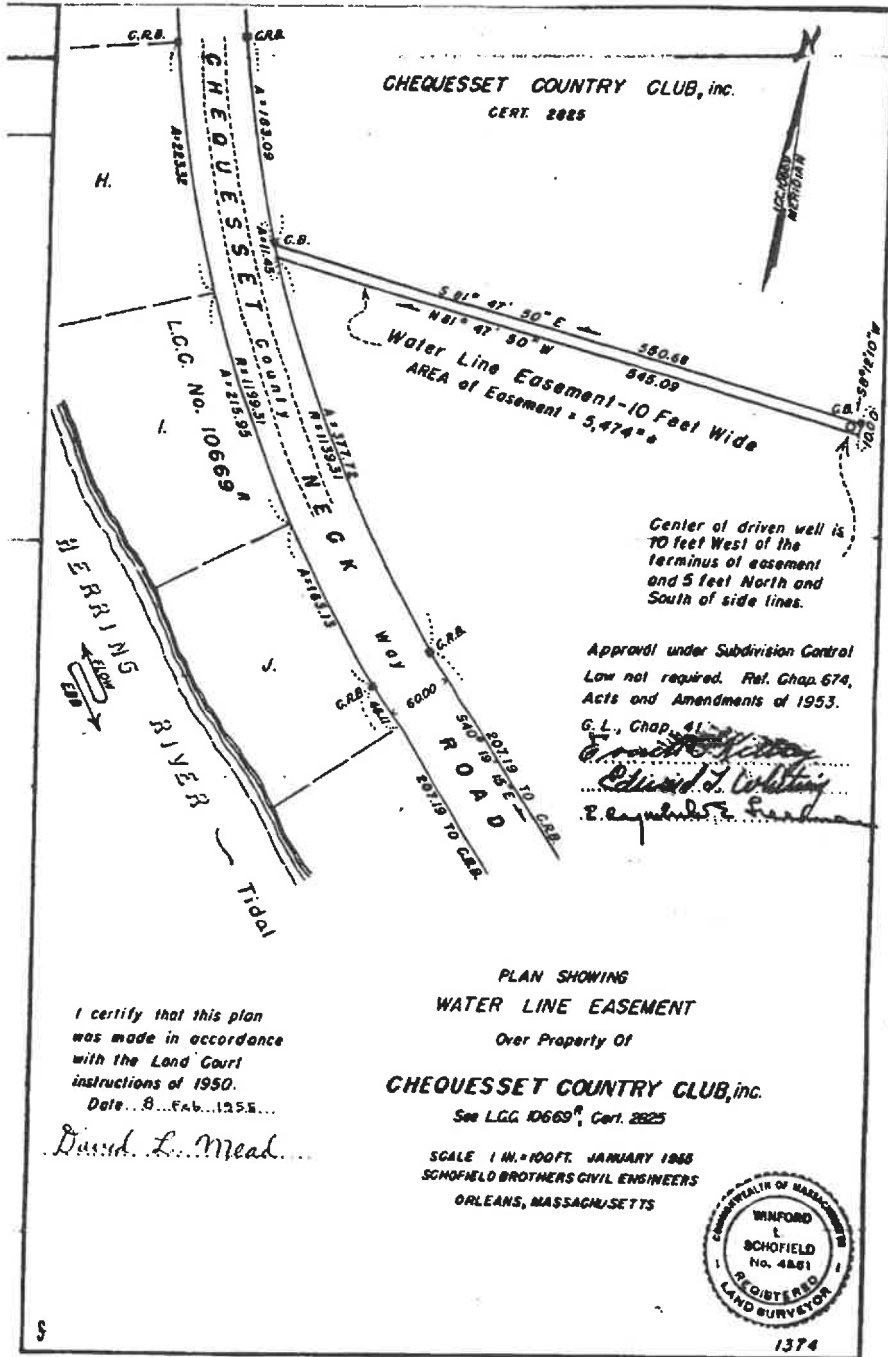
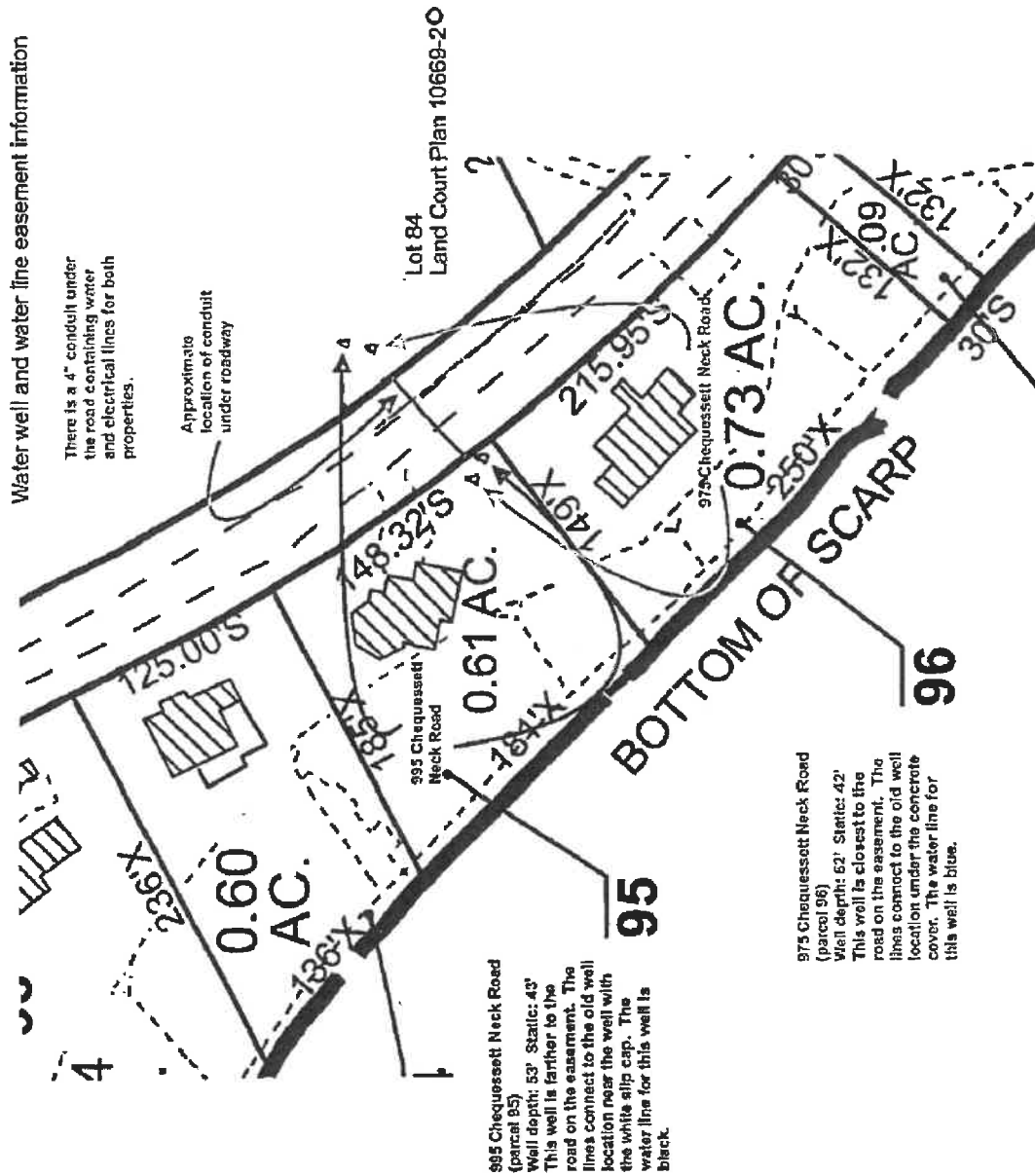


EXHIBIT C.2
Sketch of 2021 Water line/Well Easements
See Document Numbers 1,419,218 & 1,419,219





SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 05, 2023

V

NATIONAL SEASHORE

REQUESTED BY:	The Selectboard
DESIRED ACTION:	Introduction of Jennifer Flynn, incoming superintendent of the Cape Cod National Seashore, by Leslie Reynolds acting superintendent.
PROPOSED MOTION: SUMMARY:	No motion is needed for this agenda item.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



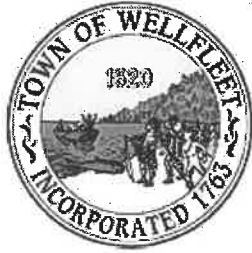
SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 05, 2023

VI

HEALTH PRESENTATION

REQUESTED BY:	Heith Martinez ~ Health Agent & Alex Nelson ~ Outer Cape Community Solutions.
DESIRED ACTION:	The board will hear a presentation about a regional Opioid proposal for the outer cape.
PROPOSED MOTION:	No motion is needed for this agenda item.
SUMMARY:	
Project	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea ____ Nay ____ Abstain ____



Select Board Agenda Item Request

DEPARTMENT: Health and Conservation

REQUESTOR: Heith Martinez, Health Agent

REQUESTED MEETING DATE: December 5, 2023

ITEM: Presentation by Alex Nelson from Outer Cape Community Solutions - regional OPIOID proposal for Outer Cape (Eastham to Provincetown)

EXPLANATION: Public Safety and Public Health departments of the 4 Outer Cape towns have been working with Outer Cape Community Solutions (OCCS) and some of their network partners for about the past year as the "Opioid Working Group". This working group has developed recommendations for how the Opioid settlement funds should be spent, and this presentation will provide the Select Board with an overview of the collective plan and schedule.

FINANCIAL SOURCE (IF APPLICABLE): Opioid Remediation Funds

SUGGESTED ACTION: Acceptance of the 2024 programming proposal from OC Opioid working group and to direct staff to work with their counterparts in Eastham, Provincetown, and Truro to develop a Memorandum of Agreement that allows for pooling of resources and shared programming, oversight, and implementation.

ATTACHMENTS: Power Point from OCCS, Wellfleet BOH meeting minutes 9/13/23, Letter in favor from BOH



TOWN OF WELFLEET
Health & Conservation Department

220 West Main Street
Wellfleet, MA 02667
508-349-0308 ♦ fax 508-349-0327

Town of Wellfleet Select Board
300 Main Street
Wellfleet, MA 02667

November 29, 2023

Subject: Outer Cape Opioid Remediation Fund Work Group

Dear Members of the Select Board,

On behalf of the Wellfleet Board of Health I am writing to you regarding the Outer Cape Opioid Remediation Fund Work Group. On October 11th, 2023, the Wellfleet Board of Health voted positively (3-0) to support the plan adopted by the Group, whose membership consists of representatives from organizations in Eastham, Wellfleet, Truro, and Provincetown, including the Health Agents of these four Towns.

The Board of Health supports the various efforts of the Outer Cape Opioid Remediation Fund Work Group which is founded on efforts surrounding harm reduction, treatment, recovery, prevention, and accessibility (including transportation), and provides programs in the four Towns to provide direct service to all demographics.

The Board of Health advocates for a swift approval by the Select Board to support the expenditure of the funds which have been released to the Town of Wellfleet by the State, so that the matter may be placed on the Warrant for the Spring Town Meeting for vote.

Sincerely,

Nick Picariello, M.D.

Board of Health Chairperson – Town of Wellfleet

Town of Wellfleet Board of Health:

Nick Picariello – Chairperson
Ken Granlund
Deborah Freeman
Janet Drohan
Katy Cushman

OC Wellness

Outer Cape Opioid Remediation Funds

Proposal for FY 2024



OC Wellness Collaborative



“OC Wellness” is a collaborative initiative aimed at promoting health, inclusivity, and community engagement to residents across all four towns. This effort, undertaken in partnership with Outer Cape Community Solutions (OCCS), is not just about health and medical care, but also about providing free and healthy community events for all residents, regardless of residency, age, income, immigration status, and more.

Hillary Greenberg-Lemos - Eastham Health Director
Emily Beebe - Truro Health & Conservation Agent
Lezli Rowell - Provincetown Health Director

Outer Cape Community Solutions is rural health network and an independent coalition of non-profit, municipal, and healthcare agencies that each contribute to improved health and wellbeing across the Outer Cape. Their mission is to build collaborative solutions that increase health equity and improve the health and wellbeing of all Outer Cape residents through education, advocacy, and collective action”

Alex Nelson - OCCS’ Network Coordinator

Agenda

01

Background

Overview of the Opioid Remediation Funds

02

OCCS Work Group

Opioid Remediation Funds Work Group Info & History

03

Proposal

Breakdown of Spending Proposal for FY 2024

04

Moving Ahead

Questions & Next Steps

OC Wellness



01

Background

Opioid Remediation Funds Distribution Overview national, state, and local recommendations

OC Wellness



\$26 Billion Agreement with Opioid Distributors and Manufacturer

- National settlement agreement with opioid distributors/manufacturers made; \$500 mil. to MA (state and municipalities)
- Amounts determined by taking into account the impact of the crisis on the state – including the number of overdose deaths, the number of residents with substance use disorder, the quantity of opioids delivered – and the population of the state.



State & County Spending Recommendations

OC Wellness



- Pool funds and collaborate with area municipalities
- Involve people impacted by substance use disorder in the conversation of how to spend the funds, ie: people in recovery, people who are actively using substances, family members
- Spend funds on substance use-related projects that will directly impact people with substance use disorder and their loved ones
- Create evidence-based plans for spending

Massachusetts; Opioid Recovery and Remediation Fund Council in the Executive Office of Health and Human Services & Barnstable County's Substance Use Prevention Program in the Department of Human Services

Outer Cape Opioid Funding

Municipalities receive a portion of settlement funds directly through 18 payments over 17 years beginning in 2022 and ending in 2039. Payment amounts differ across municipalities and they also vary year to year.

Towns	Total Amount Held as of September 2023 (FY24)	Total Amount Expected through FY39	Percent of Total Funding
Eastham	\$40,836	\$165,456	26.6%
Wellfleet	\$34,655	\$188,184	22.6%
Truro	\$31,356	\$127,047	20.5%
Provincetown	\$46,445	\$140,413	30.3%
<i>4 Towns Combined</i>	<i>\$153,292</i>	<i>\$621,100</i>	<i>100.0%</i>

Recommended Areas of Focus

Harm Reduction

Encouraging safer practices to reduce fatality associated with opioid use

Recovery

Improve wellness associated with decreased long or short term opioid use

Treatment

Supporting medical interventions to manage opioid use

Prevention

Uplifting wellness practices to prevent opioid use

02

OCCS Work Group

Opioid Remediation Funds Work Group Info & History

OC Wellness





**OUTER CAPE
Community
Solutions**

Outer Cape

Opioid Remediation Funds Work Group



**FIRST STEPS
TOGETHER**
FAMILIES IN RECOVERY SUPPORT



OC Wellness



Truro Police Department
Wellfleet Police Department

- Monthly since January 2023
- All stakeholders currently serve those dealing with opioid use on the Outer Cape
- Includes members who are or have been personally impacted by substance use

Initial consultation provided by Living Water Acupuncture & Fishing Partnership



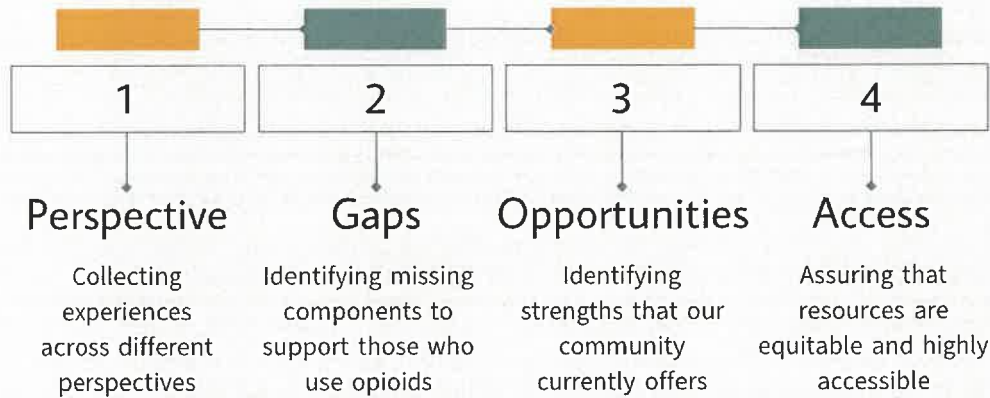
**OUTER CAPE
Community
Solutions**

Work Group Members

Alex Nelson, Outer Cape Community Solutions Network Coordinator
Adam Schwamb, FIRST Steps Together Peer Recovery Specialist
Billie Starks, FIRST Steps Together Community Social Worker
Brianna Smith, Outer Cape Health Services Community Care Director
Dawn White, Outer Cape Health Services Recovery Services Program Manager
Dan Gates, ASGCC CEO
Eliza Morrison, ASGCC Harm Reduction Specialist/Program Manager
Sergeant Thomas Roda, Truro Police Department
Lezli Rowell, Provincetown Health Agent
Emily Beebe, Truro Health and Conservation Agent
Hillary Greenberg Lemos, Eastham Health Director

Initial consultation provided in conjunction with Living Water Acupuncture & Fishing Partnership

The Process



Data Collection

Learning Curve

We recognize that - due to our rural identity - there is not currently a robust community of resources or programs for those actively using or recovering from using opioids on the Outer Cape.

This proposal will provide localized opportunities to support this community in ways we've never experienced.

Implementing these programs will allow our agencies to collect critical data around opioid use on the Outer Cape explicitly. This will allow us to develop more targeted solutions over the next several years of this funding.



03

Proposal

Breakdown of Spending
Proposal for FY 2024

OC Wellness



Recommended Areas of Focus

Harm Reduction

Encouraging safer practices to reduce fatality associated with opioid use

Recovery

Improve wellness associated with decreased long or short term opioid use

Treatment

Supporting medical interventions to manage opioid use

Prevention

Uplifting wellness practices to prevent opioid use

Fiscal Year 2024 Proposal

- 1. ASGCC- for community resources including Mobile Outreach Van presence \$25,000
- 2. Outer Cape Health Services- for alternative wellness classes \$1,200
- 3. First Steps Together (Cape Cod Children’s Place)- client discretionary funds \$8,800
- 4. Adult Recovery Yoga (Rita Letsos)- for weekly evidence-based Recovery Yoga
- 5. Wellstrong Gym- for a six week 12-Step Recovery Yoga, ages 18-25
- 6. Wellstrong Gym- for a six week teen wellness class \$3,865
- 7. Provincetown Art Association and Museum- for a six week teen art class
- 8. Transportation Contract- for a transportation contract across the Outer Cape \$3,000

Harm Reduction

Treatment

Recovery

Prevention

Additional

Harm Reduction



1. AIDS Support Group of Cape Cod (ASGCC)

Resources & Services Offered - \$25,000	ASGCC MISSION
<ul style="list-style-type: none"> *Mobile Outreach Van on the Outer Cape Fentanyl outreach (education and supplies) NARCAN (Naloxone) distribution *Outreach materials Discretionary Funds <p style="text-align: right; font-size: small;"><i>*Collaborative programs</i></p>	<p>“AIDS Support Group of Cape Cod saves lives through prevention, education and life-sustaining services that address public health crises to build healthy communities across the Cape and Islands.”</p>



Treatment

2. Outer Cape Health Services (OCHS)

Structured Outpatient Addiction Program (SOAP)

Services Offered - \$1,200	OCHS MISSION
<ul style="list-style-type: none"> Cover the cost of additional classes offered in the SOAP Program - providing alternative modalities of healing not typically covered through insurance (movement, sound, art, acupuncture, mindfulness, etc.) 	“Our mission is to provide a full range of healthcare and supportive social services that promote the health and well-being of all who live in or visit the ten outermost towns of Cape Cod.”

What is SOAP?

SOAP is an intensive outpatient program (1-2 months) that offers focused counseling on a wide range of recovery and relapse prevention topics. SOAP patients receive group counseling 3 days a week, as well as weekly individual sessions and ongoing case management.



Recovery

3. FIRST Steps Together (FST)

Operating through Cape Cod Children’s Place

Resources Offered - \$5,000	FST INFORMATION
<ul style="list-style-type: none"> Discretionary Funds 	“FIRST (Families In Recovery Support) Steps Together is a home visiting program that was created to support parents (current or expecting) working on recovery. Each family will be connected with a local Family Recovery Support Specialist, who is a parent in recovery themselves.”

What are Discretionary Funds?

These funds allow for flexible support for all Outer Cape community members accessing services through ASGCC & FST. Items covered under these funds include items like bus fares, trac phones, tents, childcare, grocery store gift cards, etc – whatever makes it easier for community members to achieve their wellness goals.



Recovery

4. Adult Recovery Yoga
Rita Letsos

<p>Services Offered - \$2,700</p>	<p>INSTRUCTOR INFORMATION</p>
<ul style="list-style-type: none"> Free weekly evidence-based, trauma-informed yoga and mindfulness practice that will support persons in the Outer Cape community seeking recovery and wellness skills. 	<p>“Rita Letsos is a woman in long-term recovery having both clinical and peer support group experience since 2010. She is a Licensed Alcohol and Drug Counselor, Certified Recovery Addiction Coach and a RYT-200 (Registered Yoga Teacher).”</p>



Recovery

5. Wellstrong 12-Step Recovery Yoga
For Young Adults (18-25)

<p>Services Offered - \$1,100</p>	<p>WELLSTRONG MISSION</p>
<ul style="list-style-type: none"> Free 6-week Yoga of 12 Step Recovery for transitional aged youth aged 18-25 - a holistic model designed to address the physical, mental, and spiritual disease of addiction. 90-minute sessions couple the practical tools of 12 step programs and traditional yoga practices which aid in relapse prevention, encourage trauma healing, and sustain prolonged recovery. 	<p>“To create safe, supportive communities of people in recovery from substance use disorder through fitness, wellness and meditation”</p>



Prevention

6. Wellstrong 12-Step Recovery Yoga *For Teens (13-17)*

<p>Services Offered - \$1,925</p>	<p>WELLSTRONG MISSION</p>
<ul style="list-style-type: none"> Free 6-week series for adolescents aged 13-17 that introduces various techniques to reduce stress, lower anxiety, and cope with extreme feelings that may lead to future substance use - including breath-work, yoga and dance, meditation, mindfulness methods, writing and painting strategies for self-expression, sound healing, and ways to solidify affirmations with tapping techniques. 	<p>“To create safe, supportive communities of people in recovery from substance use disorder through fitness, wellness and meditation”</p>



Prevention

7. Provincetown Art Association and Museum *For Teens - with OCHS**

<p>Services Offered - \$1,940</p>	<p>PAAM INFORMATION</p>
<ul style="list-style-type: none"> This 6-week series focuses on observational and fantastical drawing for all skills and ability, supporting social connection and artistic expression in a positive environment. Research has found that making art can activate reward pathways in the brain, reduce stress, lower anxiety levels and improve mood - important components of substance use prevention. <i>*An OCHS Behavioral Health Provider or Intern will also support this class alongside the instructor.</i> 	<p>“Since the 1920s the Provincetown Art Association and Museum has been a destination in art education. Inspired by the vibrant culture and creative history of the region, PAAM’s education programs promote the arts as a vital part of everyday life.”</p>

Accessibility



8. Transportation Contract

<p>Services Offered - \$3,000</p>	<p>TRANSPORTATION INFORMATION</p>
<ul style="list-style-type: none"> • Providing rides across the Outer Cape to/from any program under the Opioid Remediation Funds Proposal (PAAM, Wellstrong, Recovery Yoga, etc) 	<p>This contract with a local cab company will provide transportation for any person on the Outer Cape who is otherwise unable to access programming without a ride (i.e. aging and youth population, those who have lost or cannot obtain licenses including immigrants and those with OUIs, etc)</p>

Fiscal Year 2024 Proposal

- 1. ASGCC- for community resources including Mobile Outreach Van presence \$25,000
- 2. Outer Cape Health Services- for alternative wellness classes \$1,200
- 3. First Steps Together (Cape Cod Children’s Place)- client discretionary funds \$8,800
- 4. Adult Recovery Yoga (Rita Letsos)- for weekly evidence-based Recovery Yoga
- 5. Wellstrong Gym- for a six week 12-Step Recovery Yoga, ages 18-25
- 6. Provincetown Art Association and Museum- for a six week teen art class \$3,865
- 7. Wellstrong Gym- for a six week teen wellness class
- 8. Transportation Contract- for a transportation contract across the Outer Cape \$3,000

- Harm Reduction
- Treatment
- Recovery
- Prevention
- Additional

Additional OC Wellness Endeavors

ARPA

Town nurse & behavioral health clinician

NaloxBoxes

With ASGCC and LTC, publicly accessible NARCAN

OCCS Meetings

Continued partnership with municipal agencies and network partners

Community Programs

Winter Wednesdays (adults) in all 4 towns and Teen Program in Wellfleet

Communication

Shared outreach and transparency around Opioid spending

OC Wellness



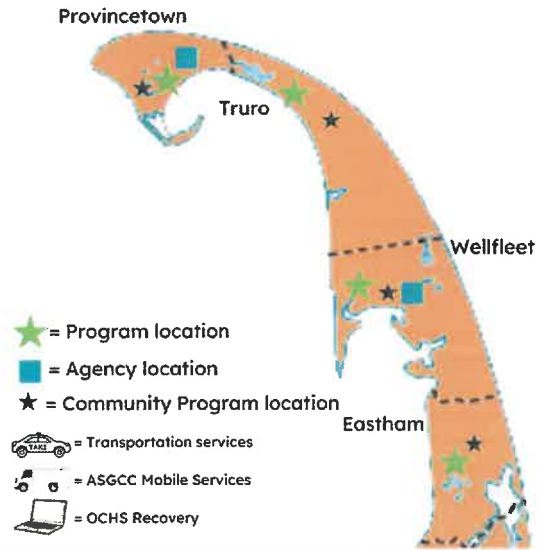
Serving Everyone

Youth and Young Adults -
Wellstrong 12-Step Recovery Yoga
Wellstrong Teen Wellness
PAAM Teen Art Class

Adults -
Outer Cape Health SOAP
Recovery Yoga
ASGCC

Parents of Young Children -
FIRST Steps Together

Those who need transportation - *ride contract*



Fiscal Year 2024 Proposal

Total 4-Town Contribution: <u>\$41,865</u>			<i>Current amount held as of 9/2023</i>
Eastham	26.6%	\$11,152.50	\$40,836
Wellfleet	22.6%	\$12,684.47	\$34,655
Truro	20.5%	\$ 8,563.55	\$31,356
Provincetown	30.3%	\$ 9,464.48	\$46,445
	<i>Total</i>	\$41,865.00	<i>\$153,292</i>

04

Moving Ahead

Next Steps & Questions

OC Wellness



Next Steps

Town Approval

Once all 4 OC towns - specifically Select Boards - approve this plan, we can move forward with program execution - likely by January 1.

Planning for FY 2025

This work group will continue to meet, share data and programmatic updates, and begin to curate a proposal for FY 25 based on current projects.

OC Wellness



OC Wellness



Questions & Comments?

Alex Nelson - info@outercapecs.org



Select Board Agenda Item Request

DEPARTMENT: Health and Conservation

REQUESTOR: Heith Martinez, Health Agent

REQUESTED MEETING DATE: November 21, 2023

ITEM: Presentation by Alex Nelson from Outer Cape Community Solutions - regional OPIOID proposal for Outer Cape (Eastham to Provincetown)

EXPLANATION: Public Safety and Public Health departments of the 4 Outer Cape towns have been working with Outer Cape Community Solutions (OCCS) and some of their network partners for about the past year as the "Opioid Working Group". This working group has developed recommendations for how the Opioid settlement funds should be spent, and this presentation will provide the Select Board with an overview of the collective plan and schedule.

FINANCIAL SOURCE (IF APPLICABLE): NA

IMPACT IF NOT APPROVED:

SUGGESTED ACTION: Acceptance of recommendations and verbal commitment to proceed with development of the 4 Town MOA to pool resources and share decision making.

ATTACHMENTS: Power Point from OCCS, Wellfleet BOH meeting minutes 9/13/23

Final
Wellfleet Board of Health
Hybrid Meeting: Zoom/ 715 Old Kings Highway
Wednesday, October 11, 2023, at 5:30 pm

Members Present: Nick Picariello (chair), Janet Drohan, Deborah Freeman

Others Present: Assistant Health Agent Gary Locke, Alex Nelson, Lezli Rowell

Regrets: Ken Granlaund

Chair Picariello called the meeting to order at 5:37 pm. A quorum was present.

Meeting Minutes:

Approval for minutes for September 13, 2023

An amendment to clarify was made on page three of the minutes to add the word "Watershed." Elsensohn made the change. Drohan then made a motion to accept the amended minutes. Picariello seconded, a roll call vote was taken, and the motion was approved 3-0.

Old Business:

Chair Picariello informed the Board that he had received a response from the Massachusetts Department of Public Health regarding the letter of support approved and signed by Picariello on behalf of the Board in support of the Aids Support Group of Cape Cod (ASGCC) on September 13, 2023. Another step is required, which is to confirm by email that the ASGCC would be a vendor for the Board so that direct services could begin to be provided. This requested email has now been sent.

New Business:

Outer Cape Opioid Remediation Work Group:

Alex Nelson, Network Coordinator of Outer Cape Community Solutions (OCCS), made a PowerPoint presentation explaining the nature of the Outer Cape Wellness Collaborative which is comprised of the Health Agents of Eastham, Wellfleet, Truro, and Provincetown. The agents meet every two weeks with OCCS. Health Agents, healthcare organizations, and addiction services organizations, with input from police departments (including Wellfleet's), comprise the Outer Cape's Opioid Remediation Fund Work Group. These people work together to provide access to healthcare to all residents in the four Towns. The plan adopted by the Collaborative includes: harm reduction, treatment, recovery, prevention, and accessibility (including transportation), and provides programs in the four Towns to provide direct service to all demographics. In addition to this effort, the Collaborative works with other organizations to provide a Town nurse and a behavioral health clinician, NaloxBoxes to provide NARCAN, and community programs. Members of the Collaborative have realized that as the programs and services gain further reach, more data on the needs of the community will be available to adapt the programs to meet those needs. Nelson explained the State funding that already exists as a result of a national settlement with opioid manufacturers and distributors. Massachusetts received about five million dollars of this settlement, and has set up, along with the County, regulations on how this money should be spent. Recommendations include Towns pooling funds, involving the recovery community, use-related projects,

and evidence-based plans. The funds will be released over a seventeen-year period, beginning in 2022. Wellfleet has already received approximately \$35,000 dollars. In order for the Collaborative to have access to this money, the Board must vote to accept the proposed program, and bring the Board's decision to the Selectboard. The Selectboard must then formally approve the program to bring the issue up for a vote at Town Meeting. Once a release of the money has been approved at Town Meeting, the funds will be released yearly without need of additional votes. The Board commended the Collaborative for their holistic, well thought out approach, and expressed excitement about participating in, and supporting this good work.

Freeman made a motion that the Board urge the Selectboard to approve the expenditure of these funds for Outer Cape Opioid Remediation and noted that the Board advocates for a swift approval. The Board sees the program and its components for harm reduction, recovery, treatment, and prevention as fully appropriate and is in full support of this effort. Drohan seconded the motion. A roll call vote was taken, and the motion passed. 3-0.

The Board reiterated that whatever support the Collaborative may need, it should come to the Board so that the Board may offer it. There are many resources in Wellfleet, and the Board would like to assist the Work Group in making connections. Lezli Rowell thanked the Board for hearing and approving the presentation and credited Hillary Greenberg-Lemos for her work in getting this program established and providing information about and to Wellfleet.

Freeman made the motion to adjourn the meeting. Drohan seconded the motion. A roll call vote was taken, and the motion was approved 3-0. The meeting adjourned at 6:21 pm.

Minutes respectfully submitted by



Jennifer Elsensohn, Committee Secretary

Documents:

Meeting meetings: September 13, 2023

Email regarding the Outer Cape Opioid Remediation Work Group

Power Point provided by Outer Cape Community Solutions



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 05, 2023

VII

BOARD/COMMITTEE APPOINTMENTS AND UPDATES

~ A ~

REQUESTED BY:	The Selectboard
DESIRED ACTION:	To review and make necessary changes to the Dredging Task Force Charge.
PROPOSED MOTION: Summary:	If a motion is needed one will be made at the time of the meeting.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

Dredging Task Force

CHARGE

PURSUE and MANAGE dredging of the federal channel with the federal government and all other possible means.

PURSUE and MANAGE dredging of the harbor and inner harbor in cooperation with the Commonwealth of Massachusetts, Barnstable County and the Cape Cod Commission, along with obtaining funding.

Develop and implement an ongoing maintenance dredging plan for the Wellfleet Harbor.



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 05, 2023

VIII

BUSINESS

~ A ~

REQUESTED BY:	Chris Feist, Ross Sormani, & Elaine McIlroy
DESIRED ACTION:	To approve the subordination of mortgage
PROPOSED MOTION: SUMMARY:	I move to acknowledge, assent, and subordinate the mortgage named in the Down Payment and Closing Cost Assistance Program for 10 Cranberry Hollow Road recorded with the Barnstable County Registry of Deeds in Book 32683, at Page 265 on February 11, 2020, to a Seamen's Bank Home Equity Loan Mortgage in the original principal amount of Twenty Thousand and 00/100 (\$20,000.00) Dollars to be recorded with the Barnstable County Registry of Deeds without impairing its collateral in the premises.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

Property Address:

*10 Cranberry Hollow Road
Wellfleet, MA 02667*

SUBORDINATION OF MORTGAGE

Whereas, the Town of Wellfleet, (“the Lender”) which is organized and existing as a municipal corporation under the Commonwealth of Massachusetts whose address is 300 Main Street, Wellfleet, Barnstable County, Commonwealth of Massachusetts, 02667, the mortgagee named in a Down Payment and Closing Cost Assistance Program Mortgage (“the Mortgage”), dated February 11, 2020 to Borrower Christopher J. Manulla, whose address is 10 Cranberry Hollow Road, Wellfleet, Barnstable County, Commonwealth of Massachusetts, in the principal amount of Twenty Thousand and 00/100 (\$20,000.00) Dollars, recorded with the Barnstable County Registry of Deeds in Book 32683, at Page 265 on February 11, 2020, and whereas the Lender is the holder of a Promissory Note (the “Note”) from the Borrower of even date.

The Lender hereby acknowledges, assents, and subordinates said Mortgage to a Seamen’s Bank Home Equity Line of Credit Open-End Mortgage in the original principal amount of Twenty Thousand and 00/100 (\$20,000.00) Dollars to be recorded with the Barnstable County Registry of Deeds without impairing its collateral in the premises.

Executed as an instrument under seal this _____ day of _____ 2023.

Signed in the presence of:

TOWN OF WELLFLEET

Witness

By: _____
Barbara Carboni, Chair

By: _____
John A. Wolf

By: _____
Michael DeVasto

By: _____
Ryan Curley

By: _____
Timothy Sayre

its authorized Select Board.

Commonwealth of Massachusetts
County of Barnstable

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared Barbara Carboni proved to me through satisfactory evidence of identification, which was _____, proved to me to be the person whose name is signed on the preceding or attached document as his/her free act and deed in my presence, and who swore and affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public,
My commission expires:

Commonwealth of Massachusetts
County of Barnstable

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared John A. Wolf proved to me through satisfactory evidence of identification, which was _____, proved to me to be the person whose name is signed on the preceding or attached document as his/her free act and deed in my presence, and who swore and affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public,
My commission expires:

Commonwealth of Massachusetts
County of Barnstable

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared Michael DeVasto proved to me through satisfactory evidence of identification, which was _____, proved to me to be the person whose name is signed on the preceding or attached document as his/her free act and deed in my presence, and who swore and affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public,
My commission expires:

Commonwealth of Massachusetts
County of Barnstable

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared Ryan Curley proved to me through satisfactory evidence of identification, which was _____, proved to me to be the person whose name is signed on the preceding or attached document as his/her free act and deed in my presence, and who swore and affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public,
My commission expires:

Commonwealth of Massachusetts
County of Barnstable

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared Timothy Sayre proved to me through satisfactory evidence of identification, which was _____, proved to me to be the person whose name is signed on the preceding or attached document as his/her free act and deed in my presence, and who swore and affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public,
My commission expires:

**Town of Wellfleet
DOWN PAYMENT AND CLOSING COST ASSISTANCE PROGRAM**

MORTGAGE

THIS MORTGAGE (this "Mortgage") is made this 11th day of February, 2020 between the mortgagor, Christopher J. Manulla, herein "Borrower") whose address is 10 Cranberry Hollow Road, Wellfleet, Massachusetts 02667, and the mortgagee, the Town of Wellfleet, which is organized and existing as a municipal corporation under the laws of The Commonwealth of Massachusetts whose address 300 Main Street, Wellfleet, Massachusetts 02667, (the "Lender").

Background and Granting Clause

Borrower is indebted to Lender in the principal sum of twenty thousand Dollars \$20,000.00 (the "Loan") which indebtedness is evidenced by Borrower's Promissory Note of even date herewith (the "Note"), providing for repayment of the Loan under certain conditions and providing for other conditions of the Loan.

To SECURE to Lender the repayment under the Note and the performance of the covenants and agreements of Borrower contained in the Note, this Mortgage, and the Loan Agreement of even date between Borrower and Lender (collectively the "Loan Documents"), Borrower does hereby mortgage, grant and convey to Lender, with **MORTGAGE COVENANTS**, upon the **STATUTORY CONDITION** and with the **STATUARY POWER OF SALE** the following described property located in the County of Barnstable, Commonwealth of Massachusetts, which has the address of 10 Cranberry Hollow Road, Wellfleet, Massachusetts (the "Property Address"), as more particularly described below and in Exhibit A;

The described premises are those conveyed to seller by deed recorded with Barnstable Registry of Deeds in Book 32683 Page 210.

TOGETHER with all the buildings and improvements now or hereafter erected on such real property, and all fixtures, easements, rights, licenses, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said real property are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grants, and convey the Property, and that the Property is unencumbered, except for that certain mortgage by and between the Borrower and Seamen's Bank (the "Senior Mortgage"). Borrower warrants and covenants to defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

Covenants

Borrower and Lender covenant and agree as follows:

1. Repayment: In the event the Borrower sells or transfers the property, the Borrower shall repay to the Lender the amount of the loan.

2. Prior Mortgages; Charges; Liens. Borrower shall perform all of the Borrower's obligations under the Senior Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage and leasehold payments or ground rents, if any.

3. Hazard Insurance. Borrower shall keep improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require, subject to the terms and conditions of the Senior Mortgage.

All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and to Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, subject to the rights of the mortgagee under the Senior Mortgage, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

4. Preservation and Maintenance of Property Protection of Lender's Security. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.

If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may disburse such sums, including reasonable attorneys' fees, and take such actions as are necessary to protect Lender's interest, and any expenses so incurred by Lender shall be secured by this Mortgage.

5. Primary Residence. Borrower shall make the Property his/her/their primary year-round residence.

6. Transfer of the Property or the Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may, at its option, require immediate payments in full of all sums secured by this Security Instrument. Under no circumstances shall a Borrower transfer ownership to an intervivos trust, realty trust, or nominee trust.

7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that the Lender shall give the Borrower notice prior to any such inspections specifying reasonable cause therefor relating to Lender's interest in the Property.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation are hereby assigned and shall be paid to Lender, subject to the terms and conditions of the Senior Mortgage.

9. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of the conditions of the terms for payment of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceeding against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

10. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The Borrower's interest under the Note and this Mortgage may not be transferred, assigned, or assumed without the written consent of Lender. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several.

11. Notice. Except for any notice required under applicable law to be given in another manner (a) any notice to Borrower provided for in this Mortgage shall be given by hand delivery or by certified mail addressed to Borrower at the Property Address, and (b) any notice to Lender shall be given by hand delivery or certified mail to Lender's address stated herein or to

such other address Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

12. Governing Law; Severability. This Mortgage shall be governed by the laws of The Commonwealth of Massachusetts. The foregoing sentence shall not limit the applicability of Federal law to this mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provision of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

13. Breach; Remedies. Subject to the terms and conditions of the Senior Mortgage, upon Borrower's breach of the **STATUTORY CONDITION** or any covenant or agreement of Borrower in this Mortgage and/or any of the Loan Documents, including the covenant to pay when due any sums secured by this Mortgage, Lender, prior to acceleration shall give notice to Borrower as provided in paragraph 11 hereof specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty (30) days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale.


If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the **STATUTORY POWER OF SALE** and any other remedy permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 12, including, but not limited to, reasonable attorneys' fees, all of which shall be secured by this Mortgage.

If Lender invokes the **STATUTORY POWER OF SALE**, Lender shall mail a copy of a notice of sale to Borrower, and to any other person required by applicable law, in the manner provided by applicable law. Lender shall publish the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including reasonable attorneys' fees and costs of title evidence; (b) to all sums secured by any mortgage with a lien which has priority over this Mortgage; (c) to all sums secured by this Mortgage; and (d) the excess, if any, to the person or person legally entitled thereto.

14. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, subject to the terms and conditions of the Senior Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) sale of the Property pursuant to the Statutory Power of Sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower cures all breaches of any covenants or agreements of Borrower contained in the Note, the Loan Agreement and this Mortgage; (b) borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this mortgage and in enforcing Lender's remedies as provided in paragraph 12 hereof; including, but not limited to reasonable attorneys' fees; and (c) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, the Note, the Loan Agreement, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

15. Release. Upon the sale or transfer of the Property, or possible refinancing, Borrower will repay the amount of the Mortgage and Lender shall discharge this Mortgage. Borrower shall pay all costs of recordation, if any.

Borrower

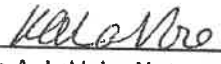
By: 
Christopher J. Manulla

COMMONWEALTH OF MASSACHUSETTS

Barnstable: ss

February 11, 2020

On this 11th day of February, 2020, before me, the undersigned notary public, personally appeared Christopher J. Manulla, proved to me through satisfactory evidence of identification, which was license to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.


Karen A. LaVoie, Notary Public
My Commission Expires: January 14, 2022

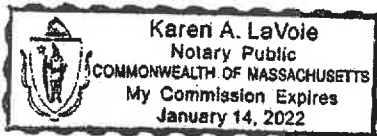


EXHIBIT A

The land and the buildings thereon located in Wellfleet, Barnstable County, Massachusetts, bounded and described as follows:

Lot shown on a plan entitled "Plan of Land in Wellfleet, Mass as surveyed for Edward T. Whiting et ux Scale 1 in. = 50 ft. Aug. 1953 Nickerson & Berger Civil Engineers Eastham, Mass." filed with the Barnstable County Registry of Deeds in **Plan Book 120, Page 63-F-2** bounded and described as follows:

Beginning at a point on the Southwesterly side of the state highway where the same is intersected by the dividing line between the premises of Crosby V. Storer et ux and the premises being described; thence running

- | | |
|------------------------|---|
| South 38° 12' 16" East | along the Southwesterly side of the state highway 50 feet to a cement bound and the Northwesterly side of a 40 ' way; thence running |
| South 27° 36' 00" West | along the Northwesterly side of said way 171.9 feet to a cement bound and other land now or formerly of Edward T. Whiting et ux; thence |
| North 56° 10' 50" West | along said other property now or formerly of Edward T. Whiting et ux 131.7 feet to land of Crosby V. Storer et ux; thence |
| North 53° 11' 40" East | along said Storer land 197.50 feet to the Southwesterly side of the state highway and the point of beginning. |

Subject to and together with all matters of record insofar as in effect.

Property Address: 10 Cranberry Hollow Road, Wellfleet, Massachusetts 02667

For title see Deed dated February 11, 2020 and recorded with the Barnstable County Registry of Deeds in Book 32683, Page 210.

Property Address:

*10 Cranberry Hollow Road
Wellfleet, MA 02667*

SUBORDINATION OF MORTGAGE

Whereas, the Town of Wellfleet, (“the Lender”) which is organized and existing as a municipal corporation under the Commonwealth of Massachusetts whose address is 300 Main Street, Wellfleet, Barnstable County, Commonwealth of Massachusetts, 02667, the mortgagee named in a Down Payment and Closing Cost Assistance Program Mortgage (“the Mortgage”), dated February 11, 2020 to Borrower Christopher J. Manulla, whose address is 10 Cranberry Hollow Road, Wellfleet, Barnstable County, Commonwealth of Massachusetts, in the principal amount of Twenty Thousand and 00/100 (\$20,000.00) Dollars, recorded with the Barnstable County Registry of Deeds in Book 32683, at Page 265 on February 11, 2020, and whereas the Lender is the holder of a Promissory Note (the “Note”) from the Borrower of even date.

The Lender hereby acknowledges, assents, and subordinates said Mortgage to a Seamen’s Bank Home Equity Line of Credit Open-End Mortgage in the original principal amount of Twenty Thousand and 00/100 (\$20,000.00) Dollars to be recorded with the Barnstable County Registry of Deeds without impairing its collateral in the premises.

Executed as an instrument under seal this _____ day of _____ 2023.

Signed in the presence of:

TOWN OF WELLFLEET

Witness

By: _____
Barbara Carboni, Chair

By: _____
John A. Wolf

By: _____
Michael DeVasto

By: _____
Ryan Curley

By: _____
Timothy Sayre

its authorized Select Board.

Commonwealth of Massachusetts
County of Barnstable

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared Barbara Carboni proved to me through satisfactory evidence of identification, which was _____, proved to me to be the person whose name is signed on the preceding or attached document as his/her free act and deed in my presence, and who swore and affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public,
My commission expires:

Commonwealth of Massachusetts
County of Barnstable

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared John A. Wolf proved to me through satisfactory evidence of identification, which was _____, proved to me to be the person whose name is signed on the preceding or attached document as his/her free act and deed in my presence, and who swore and affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public,
My commission expires:

Commonwealth of Massachusetts
County of Barnstable

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared Michael DeVasto proved to me through satisfactory evidence of identification, which was _____, proved to me to be the person whose name is signed on the preceding or attached document as his/her free act and deed in my presence, and who swore and affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public,
My commission expires:

Commonwealth of Massachusetts
County of Barnstable

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared Ryan Curley proved to me through satisfactory evidence of identification, which was _____, proved to me to be the person whose name is signed on the preceding or attached document as his/her free act and deed in my presence, and who swore and affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public,
My commission expires:

Commonwealth of Massachusetts
County of Barnstable

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared Timothy Sayre proved to me through satisfactory evidence of identification, which was _____, proved to me to be the person whose name is signed on the preceding or attached document as his/her free act and deed in my presence, and who swore and affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public,
My commission expires:



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 19, 2023

VIII

BUSINESS

~ B ~

REQUESTED BY:	The Bomb Shelter
DESIRED ACTION:	To request a closure from Monday January 1, 2024 – February 15, 2024, for renovations.
PROPOSED MOTION: SUMMARY:	I move to approve the closure of the Bomb Shelter from Monday January 1, 2024, to February 15, 2024, for renovations and updates to both the Bomb Shelter and the restaurant.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 05, 2023

VIII

BUSINESS

~ B ~

REQUESTED BY:	The Bomb Shelter
DESIRED ACTION:	To request a closure from Monday January 1, 2024 – February 15, 2024, for renovations.
PROPOSED MOTION: SUMMARY:	I move to approve the closure of the Bomb Shelter from Monday January 1, 2024, to February 15, 2024, for renovations and updates to both the Bomb Shelter and the restaurant.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



November 6, 2023

Town of Wellfleet
300 Main St.
Wellfleet, MA 02667

Dear Selectmen of Wellfleet,

We are writing to request permission for the Bomb Shelter Pub to be closed from Monday, January 1st 2024 until Thursday, February 15th 2024.

We are renovating and updating areas in both the Bomb Shelter and the restaurant.

We are happy to keep you all up to date with these updates going forward.

Thank you.

Sincerely,

Joseph Parlante
Bookstore & Restaurant, Inc.

Bookstore and Restaurant, Inc.
50 Kendrick Ave., PO Box 1434
Wellfleet, Ma 02667
Tel. 508-349-3154 Fax 508-349-9799
Email: info@wellfleetoyster.com Website: wellfleetoyster.com



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 05, 2023

VIII

BUSINESS

~ C ~

REQUESTED BY:	Jay Coburn & Vitalia Shklovsky
DESIRED ACTION:	To provide the board with a project update and request for a local preference in the rent-up lottery
PROPOSED MOTION:	I move to approve the Executive Office of Housing and Livable Communities for a local preference in the rent-up lottery
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

November 17, 2023

Margaux LeClair
Commonwealth of Massachusetts EOHL
100 Cambridge Street, Suite 300
Boston, MA 02114

RE: Local Preference Request for Residences at Lawrence Hill, Wellfleet

Dear Ms. LeClair,

On October 21, 2022, the Wellfleet Zoning Board of Appeals approved a comprehensive permit for Preservation of Affordable Housing (POAH) and the Lower Cape Cod Community Development Corporation d/b/a the Community Development Partnership (CDP) to create 46 affordable rental homes at 95 Lawrence Road, a project now called Residences at Lawrence Hill. The Town of Wellfleet is seeking to offer 70% of Lawrence Hill's units (33 of 46) with a local preference for the initial lease-up of the project.

Wellfleet's Housing Production Plan (2023-2027), approved by DHCD in May 2023, prioritizes the creation of permanent year-round affordable housing:

The Town's priority, through this plan's implementation, is to address its local housing needs in a way that best supports the Wellfleet community, including providing year-round housing that is affordable to its residents. This encompasses families with children, young adults, and older adults, as well as housing for the year-round and seasonal workforce, upon which the local and regional economy relies.

Addressing Local Housing Needs: Local Preference Request for Residences at Lawrence Hill

The Residences at Lawrence Hill is poised to make a substantial impact on the local community, addressing critical housing needs. A necessary addition to the Town of Wellfleet, it has been designed to provide housing for individuals and families who have long struggled with limited options in this highly stratified region, where affordable, year-round housing is a challenge to find. When complete, Residences at Lawrence Hill would double the Town's Subsidized Housing Inventory (SHI) from 2.3% to 5%.

Local Context

The Subject Property, situated just one mile from the Cape Cod National Seashore, is currently marked by a vacant two-story building, a baseball diamond, and a water tower. It is accessible via Lawrence Road, a two-way road that links municipal facilities like the elementary school, fire, and police departments, playing a pivotal role in enhancing the community's quality of life.

One of the project's notable attributes is its proximity to essential public safety infrastructure and the elementary school. These factors add to its appeal as a community-centered housing development.

Demographics and Housing Needs

To appreciate the imperative of local preference approval for the Residences at Lawrence Hill, it's critical to understand the demographic and economic backdrop of the region. The demographic

analysis includes data from the Town of Wellfleet, Barnstable County, and the Commonwealth of Massachusetts. These data sources are informed by the United States Census Bureau, American Community Survey (ACS), and ESRI data.

As of 2022, Wellfleet was home to 3,476 residents, with a total of 1,764 households. As of June 2023, only 2.03% (40 units) of Wellfleet's homes are counted as affordable on the state's Subsidized Housing Inventory. The expected growth over the next five years is modest, indicating a stable population and housing landscape. Most housing units in Wellfleet (77%) are owner-occupied, leaving just 23% designated for renters. Of those renters, 23% are rent burdened and 17% are severely rent burdened, emphasizing the urgent need for affordable rental housing.

What's even more urgent is that almost two thirds (61%) of the homes in Wellfleet are seasonal and not occupied year-round. This incredible pressure on supply in the context of seasonal vacancy and unfair imbalance of affordability is a critical need that must be solved soon to bring sustainability back to Wellfleet's local economy. The Town's businesses struggle to find and retain employees when they cannot find a place to live.

Wellfleet's income statistics further underscore the challenges faced by its residents. The median household income of \$81,263 falls significantly short of the state average, which stands at \$95,882. These numbers highlight the economic disparities that persist in the region, warranting targeted solutions. Meanwhile, the median sales price of a home keeps climbing, with a reported \$850,000 in 2022 only climbing past \$1M in recent times.

All these local conditions present serious challenges to retaining and recruiting employees at all levels and providing sustainable, inclusive housing for families, seniors, and people with disabilities.

Wellfleet's Action and Support

To face these challenges, the Town of Wellfleet has undertaken major steps to support and create affordable permanent housing, with Lawrence Hill being the first step. The 46-unit development arose out of a town-sponsored RFP process which identified this town-owned parcel as a perfect location for the development of affordable housing and unanimously approved at the Annual Town Meeting in 2019. The largest project prior to this was a 12-unit rental development. Questions and comments from voters at the Town Meeting indicated support for local preference for the project. The Town has supported the project by approving a new water main that would serve the development and a wastewater treatment facility that will serve it along with the Elementary School, Police Station, and Fire Station along Lawrence Road. MassWorks funding has been secured to fund the engineering and construction of this wastewater facility. Further support from the Town includes a CPC appropriation of \$1,000,000 and \$850,000 from the Wellfleet Affordable Housing Trust. The 40B Comprehensive Permit was issued in October 2022 after a friendly permitting process with no opposition.

In addition to the issuance and approval of 2023-2027 Housing Production Plan, the Town of Wellfleet adopted a Municipal Affordable Housing Trust, joining with the Housing Authority and the Local Housing Partnership to advance the mission of housing. In its first year, the Trust was selected for an Intensive Technical Assistance Program for Trusts sponsored by MHP. Wellfleet has received designation as a Housing Choice Community in acknowledgement of the ongoing work that is beginning to produce real results.

Wellfleet has also adopted new bylaws to advance housing with an ADU by-right bylaw, a bylaw allowing cottage colonies to have year-round occupancy, and a bylaw to enable the building of small dwellings on undersize lots. An inclusionary bylaw was approved by voters at the 2023 Annual Town Meeting. Finally, inspired by Lawrence Hill to make an even bigger impact, in 2022, the Town Meeting approved \$6,500,000 to acquire a 28-acre campground to create further affordable housing.

The Town of Wellfleet has worked for five years on this housing opportunity on Lawrence Road. This affordable property will meet a significant need in the town for permanent year-round housing to stabilize the economy. Please let us know if you would like additional information for this request.

Thank you for your consideration of Wellfleet's local preference request.

Regards,

Barbara Carboni
Chair, Wellfleet Select Board

Attachments:

1. Comprehensive Permit for Residences at Lawrence Hill
2. Project Eligibility Letter for the project formerly known as Juniper Hill

cc: Vitalia Shklovsky, Preservation of Affordable Housing
David Quinn, Housing Assistance Corporation
Richard Waldo, Wellfleet Town Administrator
Silvio Genao, Wellfleet Assistant Town Administrator
Elaine McIlroy, Chair, Wellfleet Housing Authority

**COMMONWEALTH OF MASSACHUSETTS
TOWN OF WELLFLEET
ZONING BOARD OF APPEALS**

Certificate of Granting of Special Permit

(Massachusetts General Laws, Chapter 40-A, Section 11)

The Zoning Board of Appeals of the Town of Wellfleet, Massachusetts hereby certifies a Special Permit has been granted to the following:

Special Permit 22-16

**Cory Fellows
Preservation of Affordable Housing**

95 Lawrence Road

Map 13, Parcel 12

Book 538, Page 193

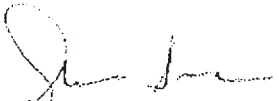
Book 542, Page 429

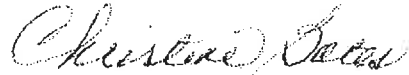
Book 674, Page 48

Comprehensive Permit under MGL 40B, S20/23, Development of 46 Affordable Units consisting of a Lower Village building consisting of 22 one and two-bedroom flats, and an Upper Village with 24 one, two, and three-bedroom town homes.

And the said Zoning Board of Appeals further certifies that the Decision attached hereto is a true and correct copy of its decision granting said Special Permit, and that copies of said Decision, and of all plans referred to in the Decision, have been filed with the Town Clerk.

The Zoning Board of Appeals also calls to the attention of the owner and/or applicant that Massachusetts General Laws, Chapter 40-A, Section 11 (last paragraph) provides that no Special Permit, or any extension, modification or renewal thereof, shall take effect until the Decision bearing the certification of the Town Clerk that twenty days have elapsed after the Decision has been filed in the Office of the Town Clerk and no appeal has been filed or that, if such appeal has been filed, it has been dismissed or denied, is recorded in the Barnstable County registry of Deeds and indexed in the grantor index under the name of the owner of record and noted on the owner's certificate of title. The fee for such recording or registering shall be paid by the owner or the applicant.


Sharon Inger, Chair Date 10/21/22


Christine A. Bates, Clerk

**ZONING BOARD OF APPEALS
TOWN OF WELLFLEET
300 Main Street
Wellfleet, MA 02667**

September 30, 2022

NOTICE OF DECISION

To Petitioners and Parties in Interest:

You are hereby notified that after careful consideration of:

22-16 Fellows (Preservation of Affordable Housing), 95 Lawrence Road, Map 13, Parcel 2, Application for Comprehensive Permit under MGL 40B, S20/23. Development of 46 Affordable Units consisting of a Lower Village building consisting of 22 one and two-bedroom flats, and an Upper Village with 24 one, two, and three bedroom townhomes.

And after a public hearing of which you were notified, the Wellfleet Board of Appeals has decided as follows:

To Grant the Special Permit

Appeals against this decision, if any, should be made pursuant to Massachusetts General Laws, Chapter 40-A, Section 17, and said appeal shall be filed within Twenty (20) days after the decision has been filed in the Office of the Town Clerk, Wellfleet, that date being: **September 30, 2022.**



Christine A. Bates,
Clerk

TOWN OF WELFLEET ZONING BOARD OF APPEALS

COMPREHENSIVE PERMIT UNDER CHAPTER 40B

DECISION

CASE NO. 22-16 PRESERVATION OF AFFORDABLE HOUSING, INC.

Re: 95 Lawrence Road, Wellfleet, MA

PETITIONER: Preservation of Affordable Housing, Inc.
LANDOWNER: Town of Wellfleet
LOCATION: 95 Lawrence Road, Wellfleet, MA
ZONE: Residential 1 (R1) Zoning District
PURPOSE: Comprehensive Permit Per M.G.L. Chapter 40B to construct forty-six (46) units of mixed-income, affordable rental housing in an Upper Village and Lower Village.

DATES OF PUBLIC HEARINGS: July 14, 2022, July 21, 2022, August 25, 2022, September 8, 2022, and September 22, 2022

DISPOSITION: Comprehensive Permit Approved with Conditions

I. COMPREHENSIVE PERMIT DECISION

Pursuant to M.G.L. Chapter 40B, Sections 20-23, the **Wellfleet Zoning Board of Appeals** ("Board"), after public hearings and making findings of fact stated herein, **voted (X-X)** to **GRANT** a Comprehensive Permit to Preservation of Affordable Housing, Inc. ("POAH"), to construct forty-six (46) units of mixed-income, affordable rental housing in an Upper Village and Lower Village ("Project") at 95 Lawrence Road, ("Property") according to the Site Development Plans listed herein, subject to the following conditions of approval ("Conditions of Approval").

II. FACTUAL BACKGROUND

Petitioner in this matter is Preservation of Affordable Housing, Inc. ("POAH"). This Project comes to the Board via a public Request for Proposals process initiated by the Town of Wellfleet to develop affordable housing on the Property. POAH was awarded the contract from

the Town of Wellfleet to develop this Property and submitted an application to the Massachusetts Department of Housing and Community Development ("DHCD"). DHCD issued a Project Eligibility Letter on May 11, 2022.

The site consists of approximately six (6) acres of a larger Town-owned parcel (Assessor's Map 13, Parcel 2), which will be leased to POAH in accordance with the terms of a Ground Lease and Land Disposition Agreement currently being negotiated between POAH and the Town, acting through its Selectboard. The remaining land of the Town contains a water tower and a ballfield. The Wellfleet Elementary School is directly across the street, and the Wellfleet Police Station and Fire Department are nearby.

The new residential community will consist of a Lower Village and an Upper Village. The Lower Village will have twenty-two (22) one-bedroom and two-bedroom flats in one building with an elevator. The Upper Village will have twenty-four (24) one-bedroom, two-bedroom, and three-bedroom townhomes in seven buildings, each with three or four townhouses aggregated together. Community and amenity spaces will be provided at both the Lower and Upper Villages. There will be a total of 69 parking spaces, including four ADA-complaint spaces, two of which are located at the Lower Village and two at the Upper Village. Access will be over a loop road with two curb cuts onto Lawrence Road: one close to the Lower Village at Long Pond Road and the other closer to the Upper Village, north of the ballfield.

In the Land Development Agreement, the Applicant and the Town have proposed the following language regarding the permanent affordability of the housing units: "The Developer shall endeavor, to the greatest extent feasible, to develop a unit mix consistent with the following unit mix as reflected in its Proposal: approximately seventy-five percent (75%) of the units shall be rented to persons earning no more than sixty percent (60%) of the area median income in the Metropolitan Statistical Area that includes the Town of Wellfleet ("AMI"), and the remaining units will be 'community rental units' intended to accommodate a range of household incomes. The Developer may make further adjustments to the final unit mix and affordability level of the units, provided that in all events not less than fifty percent (50%) of the units remain affordable to persons with incomes at no more than sixty percent (60%) of AMI. The restriction shall be for the term of the Ground Lease, on terms satisfactory to the Developer and the Town and approved by DHCD. Because this is a rental development with at least 25% of the units subject to an affordable housing restriction, all 46 units will qualify for inclusion on the Town's Subsidized Housing Inventory as maintained by DHCD.

Several waivers as discussed herein were requested in order to develop multi-family housing on the Property and for certain site improvements. The Project application, plans and documents set forth in Exhibit A (collectively, "Site Development Plans") were received with the application or in the course of the public hearing and are incorporated by reference into this Comprehensive Permit decision ("Decision").

III. PROCEDURAL HISTORY

Prior to the present application, the Town of Wellfleet had issued a Request for Proposals to construct affordable housing at this Property which was awarded to POAH. POAH met on several occasions with the following bodies within the Town of Wellfleet: Selectboard,

Affordable Housing Committee, Affordable Housing Trust, Planning Board, Department of Public Works, Police Department, Fire Department, and Building Department. POAH also held a community meeting with interested members of the public.

POAH thereafter submitted an application to DHCD for this Project, which received a Project Eligibility Letter from DHCD on May 11, 2022.

POAH filed its current application for a comprehensive permit with the Board on June 14, 2022. The Board opened the public hearing on July 14, 2022, and held continued public sessions on July 21, 2022, August 4, 2022, August 25, 2022, September 8, 2022, and September 22, 2022. The Board voted to close the public hearing on September 22, 2022.

IV. SUBMITTALS

- A. Application for Comprehensive Permit filed by POAH dated June 14, 2022, including:
1. ZBA Application
 2. Initial requested waivers and revised waiver lists submitted during the public hearings, the last being dated September 7, 2022
 3. Assessor Card and Map
 4. Award Letter evidencing Site Control
 5. Design Narrative
 6. Site Plans
 - a. Development Program and Site Layout
 - b. Ground Coverage Plan
 - c. Lower Village – basement plan, first floor plan, typical upper floor plan, enlarged typical unit plans
 - d. Upper Village – townhouse plans and community building plan
 - e. Exterior Elevations
 - f. Exterior Renderings
 - g. Proposed Site Plan and Ground Coverage Table
 - h. Unit and Bedroom Mix
 7. 30-day letter from DHCD dated April 4, 2022
 8. ZBA Filing Requirements Memo
 9. DHCD Project Eligibility Letter dated May 11, 2022
- B. Additional Materials to the ZBA
1. Architecture and Landscape materials dated July 22, 2022 and revised September 8, 2022
 2. Public Realm, Circulation, and Traffic presentation and report dated August 3, 2022 and revised September 8, 2022
 4. Civil engineering drawings dated August 19, 2022 and revised September 2, 2022 and September 8, 2022 Public Realm, Circulation, and Traffic presentation, traffic study, and draft zoning waivers dated September 2.

C. Town Department Comments

1. Housing Authority (dated April 26, 2022)
2. Municipal Affordable Housing Trust (dated July 12, 2022)
3. Health and Conservation Departments (dated August 9, 2022)
4. Police Department (dated August 23, 2022)
5. Fire Department (dated August 23, 2022)
6. Department of Public Works (dated August 24, 2022)
7. Building Department (dated August 31, 2022)
8. Planning Board (dated September 8, 2022)
9. Cape Cod Commission (dated September 15, 2022)

D. Local Housing Partnership (dated July 12, 2022)

- E. Public Comments: The Board received various comments from abutters and members of the public in writing as well as verbally. All written comments were read into the record, and all comments were referenced in the minutes of the Board's hearings. With limited exceptions, all public comments have been in favor of the application.

V. FINDINGS OF FACT

- A. The proposed development consists of forty-six (46) units of mixed-income, affordable rental housing in a Lower Village and an Upper Village. The affordable units shall be as stated in the Land Development Agreement referenced herein, and the Board finds that, consistent with G.L. Chapter 40B, at least 25% of the units shall be designated as affordable and subject to an affordable housing restriction. The Lower Village will have twenty-two (22) one-bedroom and two-bedroom flats in one building with an elevator. The Upper Village will have twenty-four (24) one-bedroom, two-bedroom, and three-bedroom townhomes in seven buildings, each with three or four townhouses aggregated together. Community and amenity spaces will be provided at both the Lower and Upper Villages.
- B. The proposed development will be connected to a new community wastewater treatment system to be designed, permitted, and constructed by the Town of Wellfleet to service not only the Project, but also the Elementary School, Police Department, Fire Department, and other properties possibly to be added by the Town in the future.
- C. The Property contains approximately 9.26 acres on the easterly side of Lawrence Road between Long Pond Road and Old Long Pond Road. No more than six (6) acres of the Property are being leased to POAH for this affordable housing development. The land is zoned Residential 1 (R1) and is bordered on two sides by roads. Single-family houses exist to the north and east of the site behind the water tower and on the adjacent roads. The Wellfleet Elementary School is

directly across Lawrence Road from the Property. The Project will be accessed via loop roadway with two curb cuts on Lawrence Road.

- D. The townhome-style apartments in the Upper Village and the three-story, multi-unit building in the Lower Village will each contain fire sprinkler systems. Trash shall be collected in an approved spot at the Upper Village and in an approved spot at the Lower Village building. Buildings A and B in the Upper Village and the Lower Village building will contain full basements for tenant storage, utilities, and maintenance. Yard areas, a community building, community garden, play area, and pathways throughout the development are proposed as shown on the Site Plans.
- E. These rental apartments will serve residents earning at a range of affordable levels and will help fulfill a significant unmet local need for affordable, one, two, and three-bedroom rental opportunities in the Town of Wellfleet.
- F. The Applicant has worked closely with the Wellfleet Select Board, the 95 Lawrence Road Task Force, Affordable Housing Trust, Planning Board, Department of Public Works, Building Commissioner, Assistant Town Administrator, Police Department, and Fire Department to discuss the Project, and each has submitted letters of support.
- G. The Property is centrally located for employment, education, and business access and is located within close walking and driving proximity to Town services.
- H. The development is sensitive to the immediate environs and focusses construction on previously disturbed areas of the site, including an abandoned community building which will be demolished.
- I. The view from Long Pond Road uphill toward the ballfield will be screened through retention of existing vegetation and extension of the existing landscape buffer where thin, as shown on the landscape plans. Views from Old Long Pond Road will be fully preserved, and the development will not be visible from these locations. New plantings will be provided along Lawrence Road to improve the streetscape.
- J. The site design will incorporate natural Low Impact Development (LID) practices such as vegetated swales, bioretention areas planted with native plantings, and underground recharge chambers. All runoffs will be contained on site through established "Best Management Practices," and the stormwater management plan is designed in accordance with the MA Stormwater Management Policy and the applicable local criteria, all of the above to protect ground and surface waters.
- K. The Applicant engaged a traffic engineer to prepare a traffic study studying the intersections of Lawrence Road with Long Pond Road and Old Long Pond Road, Long Pond Road with Main Street, and Lawrence Road with Route 6, in

connection with the Project. The traffic study concludes that the impact to surrounding roadways from the Project will be minimal and negligible. Level of Service at the first three intersections will remain at the highest LOS A classification, and the increase in average delay at the final intersection (Route 6) will be only 0.02 seconds or less. Crosswalks at the site driveways to the west side of Lawrence Road will be provided.

- L. POAH has extensive experience in creating, owning, leasing, and operating quality affordable housing residences and will provide both on-site management and maintenance Monday-Friday 8:00 a.m. – 5:00 p.m., and year-round 24/7 contact person information for any public safety and maintenance issues.
- M. The Project expresses its 21st century origins with a sustainably designed site with a goal of creating airtight Passive House certified buildings and all-electric systems. With photovoltaic panels on south- and west-facing roofs, the project will achieve net zero or near-net zero energy.
- N. In the Lower Village, all flats will comply with FHA/521 CMR MAAB regulations and all are designed for easy conversion to fully accessible units, with appropriately sized kitchens and bathrooms. One 1-bedroom flat and one 2-bedroom flat are designed as fully wheelchair accessible with ADA-compliant counters and cabinets, grab bars and plumbing fixtures. One unit is adaptable for those with sight and hearing issues.
- O. In the Upper Village, all units in the townhome buildings will be visitable under FHA regulations, with no steps at entry thresholds. One of the units will be fully wheelchair accessible, ADA/521 CMR MAAB-compliant (one 3-bedroom for larger households with one or more members with mobility issues).
- P. POAH shall endeavor, to the greatest extent feasible, to develop a unit mix consistent with the following unit mix as reflected in the proposal: approximately seventy-five percent (75%) of the units shall be rented to persons earning no more than sixty percent (60%) of the area median income in the Metropolitan Statistical Area that includes the Town of Wellfleet (“AMI”), and the remaining units will be “community rental units” intended to accommodate a range of household incomes. POAH may make further adjustments to the final unit mix and affordability level of the units, provided that in all events not less than fifty percent (50%) of the units remain affordable to persons with incomes at no more than sixty percent (60%) of AMI. The restriction shall be for the term of the Ground Lease with the Town, on terms satisfactory to POAH and the Town and approved by DHCD.
- Q. POAH shall enter into the required Affordable Housing Restriction which shall remain in perpetuity or as long as the Project is not in compliance with the Town’s Zoning Bylaws, whichever is longer. POAH will also request that DHCD

allow the maximum number of units (70% or 33 apartments) to be set aside for Wellfleet residents under DHCD's local preference guidelines.

- R. The Town of Wellfleet is in need of affordable housing. Currently, only 2.5% of the Town's housing stock is affordable, according to DHCD's most recent Subsidized Housing Inventory ("SHI). Because this is a rental development with at least 25% of the units subject to an affordable housing restriction, all forty-six (46)) of the units in the new development will count towards the Town's inventory of affordable housing and will assist in providing additional quality affordable housing in Wellfleet. The proposal will raise the Town's total SHI.
- S. The Town does not have a DHCD-certified Housing Production Plan.
- T. The Town is not eligible for and does not assert that it satisfies any statutory minima or qualifies for any safe harbor under 760 CMR 56.03.
- U. The Board finds that the Applicant has complied with all rules and regulations of the Town as they pertain to the application for a Comprehensive Permit.
- V. The Board finds that the Applicant is qualified pursuant to 760 CMR 56.04(1) in that:
 - i) The Applicant is a non-profit corporation, consistent with M.G.L. c. 40B, § 21 and 760 CMR 56.04(1)(a);
 - ii) The Applicant has a funding commitment from a subsidizing agency as evidenced by the Project Eligibility Letter from DHCD (the "Subsidizing Agency") under the Low-Income Housing Tax Credit Program dated May 11, 2022; and
 - iii) The Applicant has "control of the site" as that term is used M.G.L. c. 40B, § 21 and 760 CMR 56.04(1) and (4) in that it has a legal and/or equitable interests in the Property as demonstrated by the Request for Proposal Award from the Town and a Land Disposition Agreement and Ground Lease being finalized with the Town of Wellfleet.
- W. The Board finds that the Applicant has provided evidence that there exists a regional need for low- and moderate-income housing. It also finds that the Town, according to the Department of Housing and Community Development ("DHCD"), has not achieved the statutory minima as set forth in M.G.L. c. 40B, §20 and or 760 CMR 56.03(3) in that Subsidized Housing Inventory ("SHI")-qualified affordable housing does not constitute more than 10% percent of the total number of year round dwelling units in the Town; nor is 1.5% of the Town's land area dedicated to SHI-qualified affordable housing; nor will the development of forty-six rental units consistent with the application result in the commencement of construction of such housing on sites comprising more than three-tenths of one percent of such land area.

- X. The Board finds that the Project, as conditioned herein, is consistent with local needs and an important, unmet housing need in Wellfleet and is in accordance with the Town's requirements set forth in a Request for Proposals issued to develop affordable housing on the Property.

VI. CONDITIONS OF APPROVAL

Based upon the findings of the Board and testimony and information received into the record during the public hearing process, the Board grants to the Applicant a Comprehensive Permit to construct forty-six (46) units of rental housing on the Property in accordance with G.L. c. 40B and its implementing regulations 760 CMR. § 56.00, subject to the conditions and limitations set forth herein.

The Comprehensive Permit described herein incorporates the requested relief from local bylaws, zoning bylaws and subdivision control regulations identified herein. Any waiver from the local bylaws, zoning bylaws and subdivision control regulations not expressly granted by this Comprehensive Permit decision are deemed denied. In granting this relief, the Board recognizes that the legal requirements for issuing a comprehensive permit have been met and finds that the Comprehensive Permit is consistent with local needs as defined in G.L. c. 40B, §20.

A. ADMINISTRATIVE

1. This Comprehensive Permit is granted to the Applicant and its successors and assigns for the purpose of constructing forty-six (46) units of rental housing in an Upper Village and Lower Village, on Lawrence Road, as conditioned herein and may not be transferred or assigned to any party without the approval of the Subsidizing Agency and notice to the Board, as required by 760 CMR 56.05(12)(b) or any successor regulation. Said construction is to be carried out consistent with the Final Plans as defined herein, including all notes on the Final Plans, and subject to the conditions set forth in this Decision. The Final Plans shall incorporate the approved Site Plans listed in Section IV above, which shall be modified as necessary to comply with this Decision and be submitted to the Board. Final As-Built Plans, including Building Plans, shall be submitted to the Building Commissioner prior to the issuance of the final certificate of occupancy.
2. The Board shall have the power, at a public meeting and without further public hearing to modify or amend the terms and conditions of this Comprehensive Permit on the application of the Applicant, or upon its own motion, to clarify and correct technical errors in this Comprehensive Permit, or to address the Applicant's noncompliance with any terms or conditions of this Comprehensive Permit.
3. In the event the Applicant seeks any change in the Comprehensive Permit after this Decision is final, any such change must be presented to the Board for approval and for modification of this decision. Within 20 days the Board shall determine and notify the Applicant whether it deems the change substantial or

insubstantial, with reference to the factors set forth at 760 CMR 56.07(4).) If the change is determined to be insubstantial or if the Board fails to notify the Applicant by the end of such 20-day period, the Comprehensive Permit shall be deemed modified to incorporate the change. If, during a public meeting, the Board deems a change to be substantial, then the Board shall hold a subsequent public hearing within 30 days of its determination and issue a decision within 40 days of termination of the hearing, at which the Board may approve or disapprove the requested modifications or amendments to this decision, in accordance with the provisions of Mass. Gen. Laws c. 40B, section 21, the provisions of 760 CMR 56.05 (11). The Board will determine whether additional information and advice is necessary from other boards and officials in the event of such substantial change and will then determine whether the change or requested relief is to be approved and the decision amended accordingly. "Substantial Change" for the purposes of this paragraph shall include, but not be limited to, all matters defined as substantial changes in 760 CMR 56.07(4). If it deems necessary, the Board may at the Applicant's expense retain consultants to review and advise the Board regarding any proposed changes.

4. All easements and covenants affecting the use of the Property, if any, have been identified, and such covenants and easements are identified on the Plan of Record. The Applicant shall submit any written or recorded instruments granting or agreeing to such easements and covenants.
5. Unless substantial construction of the Project has commenced as evidenced by the issuance of a building permit, the Comprehensive Permit shall expire three years from the date the Decision is filed with the Town Clerk, excluding any time required to adjudicate or resolve any appeal. Any requests for an extension of time shall be made in writing no less than thirty days prior to the expiration of the Comprehensive Permit, and such request shall not be unreasonably denied.
6. Prior to the issuance of a building permit for the Project, the Applicant shall record this Decision at the Barnstable County Registry of Deeds and provide proof of said recording to the Board and Building Commissioner. **No building permits will be issued until this condition is satisfied.**
7. Any transfer of the Project shall be in accordance with 760 CMR 56.05(12)(b). Prior to substantial completion of the Project or a phase thereof, a Comprehensive Permit may be transferred to a person or entity other than the Applicant, upon written confirmation from the Subsidizing Agency that the transferee meets the requirements of 760 CMR 56.04(1)(a) and (b), and upon written notice to the Board. Transfer of a permit shall not, by itself, constitute a substantial change pursuant to 760 CMR 56.07(4). After substantial completion, a Comprehensive Permit shall be deemed to run with the land and a transfer must be approved by the Board of Appeals after public hearing.

8. If the Board deems that review by an outside consultant is needed, the Board shall inform the Applicant and the Applicant shall promptly pay the reasonable fees of the Board's consultants for post-permit reviews of the plans or documents described herein and for inspections during the construction phase, as may be deemed necessary or appropriate.
9. Copies of all required legal documents including, but not limited to the Regulatory Agreement, Affirmative Fair Marketing Plan, and Monitoring Agreement, shall be submitted to the Board and Wellfleet's Town Counsel for review and comment, **prior to issuance of any certificate of occupancy.**
10. The Applicant shall provide the Board with copies of any and all documents and statements provided by the Applicant to the Subsidizing Agency or its designated auditor of the Applicant's costs and revenues for informational purposes.
11. As a nonprofit corporation, the Applicant's profit shall not exceed what is statutorily allowed for the Project. Any profit in excess of what is statutorily allowed shall be paid in accordance with 760 CMR 56.04(8)(c).
12. The Board or its agent(s) may enter onto and view and inspect the subject Property during regular business hours, with prior written notice, with consent not to be unreasonably denied or delayed and until as-built plans are approved, to ensure compliance with the terms of this Decision, subject to applicable safety requirements. After completion of construction, the Town's inspection officials shall have authority subject to prior written notice, with consent not to be unreasonably denied or delayed, to enter the common areas of the Property for purposes of ensuring compliance with the conditions of this Decision and any other applicable permits, regulations, bylaws and statutes.
13. The Town, by and through the Board or its designee, shall have continuing jurisdiction over the Project to ensure compliance with the terms and conditions of this Decision.

B. HOUSING

1. This Comprehensive Permit is issued pursuant to the Applicant's DHCD project eligibility letter dated May 11, 2022, which approved the construction of forty-six (46) units of rental housing at the Property. In accordance with DHCD's final approval process, the Applicant shall submit to DHCD for review and final acknowledgement of consistency with this Decision, the Final Plans.
2. The affordable units shall remain affordable in perpetuity by a Regulatory Agreement in form and substance acceptable to DHCD and the Board for the Project.
3. The Project shall be limited to eighty-one (81) bedrooms, and each bedroom shall be presumed to generate 110 gallons of wastewater per day, per Title 5. The

Project will be connected to a new community wastewater treatment system to be designed, permitted, and constructed by the Town of Wellfleet.

4. The Project shall not be age restricted.
5. As a condition of approval hereunder, the Applicant shall endeavor, to the greatest extent feasible, to develop a unit mix consistent with the following unit mix as reflected in the proposal: approximately seventy-five percent (75%) of the units shall be rented to persons earning no more than sixty percent (60%) of the area median income in the Metropolitan Statistical Area that includes the Town of Wellfleet ("AMI"), and the remaining units will be "community rental units" intended to accommodate a range of household incomes. The Applicant may make further adjustments to the final unit mix and affordability level of the units, provided that in all events not less than fifty percent (50%) of the units remain affordable to persons with incomes at no more than sixty percent (60%) of AMI [from time to time, "Affordable Units"]. The restriction shall be for the term of the Ground Lease with the Town, on terms satisfactory to POAH and the Town and approved by DHCD. All forty-six (46) of the units shall be eligible to be included in the Town's Subsidized Housing Inventory (SHI), as maintained by DHCD.
6. The Applicant shall provide to the Board a copy of the final executed documents with DHCD.
7. The Applicant shall notify the Board when building permits are issued for Affordable Units and cooperate with the preparation of request forms to add the Affordable Units to the Town's SHI. The Applicant shall notify the Board when occupancy permits are issued for the Affordable Units and cooperate with the preparation of request forms to add the units to the Town's SHI.
8. The Applicant shall cooperate with the preparation of request forms to add the Affordable Units to the Town's SHI. The Affordable Units shall permanently remain affordable units, for so long as the Project is not in compliance with the Town's Zoning By-law, or for the longest period allowed by law, if longer, so that the Affordable Units shall continue to serve the public purposes for which this Comprehensive Permit was authorized under G.L. c. 40B, §§ 20-23.
9. The Applicant shall enter into a Permanent Restriction/Regulatory Agreement with the Town, in a form and substance reasonably acceptable to the Board and its counsel ("Town Regulatory Agreement"), which shall be recorded with the Barnstable County Registry of Deeds prior to issuance of any building permit and

signed by all necessary parties, including all mortgagees and lien holders of record.

10. The Town Regulatory Agreement: (i) shall only become effective if and when the Regulatory Agreement with the Subsidizing Agency is terminated, expires or is otherwise no longer in effect and is not replaced with another regulatory agreement with another Subsidizing Agency; (ii) shall require that the Project shall remain affordable as set forth in Section B.5 above; and (iii) shall restrict or limit the dividend or profit of the Applicant only if and as required under G.L. c.40B and 760 CMR 56.00, et seq., and no independent limitation on dividends or profits is imposed hereunder.
11. The Town Regulatory Agreement shall constitute a restrictive covenant and shall be recorded against the Property and shall be enforceable by the Town and shall require that the Affordable units shall remain affordable in perpetuity, meaning, specifically, for so long as the Project does not conform to the Town Zoning Bylaws or for the longest period allowed by law, whichever period is longer.
12. If and when the Town Regulatory Agreement takes effect, the affordability requirements shall be enforceable by the Town or its designee, to the full extent allowed by M.G.L. Chapter 40B, Sections 20-23. However, this clause shall not be used or construed or otherwise exercised in conflict with the holdings in Board of Appeals of Amesbury v. Housing Appeals Committee, 457 Mass. 748 (2010) or any other relevant decisional law or amendment to G.L. Chapter 40B, §§20-23, nor shall the foregoing be deemed to limit the Town's authority to enforce the provisions of this Comprehensive Permit in accordance with the legal exercise of its zoning enforcement powers. At such time as the Town becomes responsible for monitoring the affordability requirements for the Project, the Applicant shall provide the Town with a reasonable monitoring fee.
13. If at any time it appears that the Applicant is in violation of an affordable housing restriction, then the Board may pursue such enforcement rights as it may have under the affordable housing restriction and/or applicable law.

C. PLANS

1. At least sixty (60) days prior to commencement of construction at the Property ("Site Activities"), the Applicant shall submit its Final Plans to the Building Commissioner to review and determine consistency with this Comprehensive Permit. Such Final Plans shall reflect: (a) the additional plan details and revisions called for under the Conditions set forth herein; (b) any additional changes required by other local boards and agencies to comply with state and federal law

and any local regulations not waived by this Comprehensive Permit; and (c) any requirements of DHCD upon final approval of the Project.

2. **Final Plans.** Applicant shall provide the Town with two sets (one to ZBA and one to Building Commissioner) of full-sized copies of the Final Plans, in addition to any recordable plan sheets, as well as a digital copy of the final endorsed plan set prior to the issuance of a building permit.
3. **Construction Plans.** **Not less than thirty days prior to the anticipated start of construction**, and to the degree that the following plans are not part of the plan set described herein, the Applicant shall submit final construction plans to the Board and Building Department, for purposes of confirming that the construction plans are consistent with the requirements of this Decision. The approval of the Building Department shall not be unreasonably withheld. All construction plans shall be stamped by a registered architect or registered professional engineer, as may be applicable. The Board may engage, at the Applicant's expense and upon prior agreement to scope and cost of services, one or more agents to review the plan(s) and make recommendations for approval or disapproval to the degree that a plan or plans are inconsistent with this decision.
4. **As-built Plans.** Prior to the issuance of the final certificate of occupancy, the Applicant shall provide "as-built" plans of the roads, buildings, water, and electrical distribution systems to the Board of Appeals, Fire Department, Building Department and Department of Public Works; such plans shall be reviewed by the Board or its agent for consistency with this decision and shall not be unreasonably withheld. The Applicant shall provide these plans in digital format acceptable to the Town including but not limited to a format compatible with the Town's Geographic Information System (GIS).
5. The digital copy of the final set of approved as-built plans must follow the five requirements listed below unless otherwise required by the Building Department:
 - a) All plans and specifications must be submitted on electronic media (via cloud, flash drive, CD or DVD_ROM) using an IBM-PC or compatible file format). Acceptable file formats include: AutoCAD *.dwg, AutoCAD *.dxf, Arc View *.shp, or ArcGIS Geodatabase *.mdb. The files must be identical to the printed plan and contain all information included on the written plan. Upon project completion a digital submission of the "as-built" plan is required prior to receiving a Certificate of Completion from the Building Department.
 - b) All digital mapping data must be delivered in the Massachusetts State Plane Coordinate system with a horizontal datum of NAD83 and vertical datum of NGVD88.

- c) Each feature type must be organized in the CAD or GIS data structure as a separate layer using logical layer names. For example, there must be separate CAD layers for buildings, roads, parcel lines, and wetlands. Having all these features in a single CAD layer or GIS file will not be accepted.
- d) Documentation of the data format must be provided with a description of the CAD layers and list of the types of features placed in each layer. Submission of multiple files must also include a list of the files and their purpose.
- e) The data submitted must include documentation on the method used to gather the data, the name of the person(s) responsible for preparing the data, contact information, an estimation of the horizontal and vertical accuracy, and the date of data capture. All media shall be free from any and all defects and viruses and labeled as to their contents.

D. CONSTRUCTION

- 1. No construction activity shall occur on the Project, and no building permit shall be issued, until the Applicant shall have:
 - a) Executed and recorded the standard form Regulatory Agreement and provided evidence of same to the Board and the Building Commissioner. The Regulatory Agreement shall be subject to review and approval, as to form and consistency, with this Decision by Town Counsel prior to execution, such approval not to be unreasonably withheld.
 - b) Submitted to the Board and the Building Commissioner a Construction Management Plan (CMP), as well as a Construction Management Schedule (CMS), that generally conforms to industry standard practice and addresses all construction-related conditions specifically set forth in this Decision. Additional copies of the proposed CMP shall be provided to the Zoning Board of Appeals, Board of Health and Fire Chief. The CMP and CMS shall take into account the operation of the Wellfleet Elementary School across Lawrence Road from the Project site and shall include safety measures to minimize interference with school drop-off and pick-up times, to minimize disturbance with the school day, to ensure safe parking and circulation of vehicles into and out of the School site, to mark and enhance safe pedestrian crossings from the School to ballfield, and to secure the construction site and all construction equipment so as not to create an "attractive nuisance" to children and the public in general. During school drop-off and pick-up times, the Applicant shall provide and pay for police details, and at other times, if determined to be necessary by the Chief of Police to protect the public from construction activities at the

Project, Applicant shall be responsible for police details on Lawrence Road

- c) Provide to the Department of Public Works and Building Commissioner a final Stormwater Pollution and Prevention Plan to address specific sedimentation, erosion and dust control, which illustrates, at a minimum, locations of measures such as hay socks, silt fence, sedimentation basins, and all other erosion controls on the plans, and provides detailed construction sequencing and methods to protect the infiltration capacity of each infiltration system.
 - d) Provide procedures to the Building Commissioner and Director of Public Works that outline the specific operation and maintenance measures for all stormwater/drainage facilities.
2. Prior to Site Activities, the Applicant shall provide, and update as necessary, to the Board and Building Commissioner:
- a) the company affiliation, name, address and business telephone number including 24-hour contact information of the construction manager who shall have overall responsibility for construction activities on site;
 - b) certification from the Applicant that all required federal, state and local licenses and permits have been obtained;
 - c) proof that street signage is in place to ensure that emergency personnel can locate the site to provide emergency services to protect and secure the site and construction personnel (if determined necessary by the Fire Department and/or Police Department); and
 - d) at least 48 hour written notice. If activity on site ceases for longer than thirty days, 48 hour written notice is required prior to restarting work.
3. During construction, the Applicant shall conform to all local, state and federal laws regarding noise, odor, vibration, dust, and blocking of Town Roads. The Applicant shall at all times use all reasonable means to minimize inconvenience to residents in the general area. Exterior construction, other than emergency work or finishing cement, shall not commence on any day before 7:00 a.m. and shall not continue beyond 6:00 p.m.; provided, however, that exterior construction shall not commence on Saturdays before 8:00 a.m. and shall not continue beyond 6:00 p.m. Except for emergency work, and/or exceptions approved in advance, there shall be no exterior construction on any Sunday or state or federal legal holiday. For this condition, construction activities shall include, but not be limited to: start-up of equipment or machinery; removal of trees; grubbing; clearing; grading; filling; excavating; import or export of earth materials; installation of utilities both on and off the site; demolition of existing

structures; removal of stumps and debris; and erection of new structures. Deliveries shall not commence before 5:30 a.m. No loud music shall be played on the site.

4. During construction, at the end of each workday, the Applicant shall cause all erosion control measures to be in place and shall cause all materials and equipment to be secured. Upon completion of all work on site and prior to as-built approval, all debris and construction materials shall be removed and disposed of in accordance with state laws and regulations and the Board shall be notified in writing of the final disposition of the materials.
5. No tree stumps or other demolition and construction debris shall be buried on the Property. All tree stumps shall either be ground or removed from the Property. No burning is allowed on the Property.
6. All fire protection systems shall comply with the State Fire Code and State Building Code and any amendments thereto.
7. All staging areas, including without limitation parking areas for construction personnel, portable toilets, temporary work facilities, etc. shall be on the Property. Thirty days following the issuance of the final certificate of occupancy, construction staging areas shall be cleared and completed in accordance with Final Plans.
8. If construction activity ceases for longer than 30 days, then written notice shall be provided by the Applicant to the Building Commissioner at least 48 hours before resuming work. Pursuant to 780 CMR 33 Safeguards during Construction and applicable states, the Building Commissioner may require that any foundation, trench, structure, equipment or other hazard be secured as necessary, in his opinion, including but not limited to installation of fencing and/or filling of trenches.
9. If construction is temporarily suspended during the growing season, all exposed areas shall be stabilized by seeding and/or mulching within 14 days of suspension of construction. If construction is temporarily suspended outside the growing season, all exposed areas shall be stabilized by mulching and tack within 14 days of suspension of construction. Slopes steeper than 3:1 shall be stabilized by netting and pinning during suspension of construction.
10. Prior to the commencement of any ground disturbance or construction the Applicant's contractor or engineer shall provide to the Town's Engineer a detailed construction sequencing plan, which may be incorporated in the Applicant's Stormwater Pollution Prevention Plans ("SWPPP"), and a construction traffic management plan during each phase of the work, which includes requirements relative to any and all appropriate signage and police details during the construction phase.

11. The Applicant shall pay all reasonable fees imposed for the purpose of inspecting and monitoring the compliance of the Project's construction with the terms of this permit, local bylaw requirements not waived by this permit, and other permits and approvals issued with respect to this Project for which the Town has monitoring responsibility. Any outstanding fees owed for consulting services incurred by the Board before this decision was rendered shall be paid forthwith and before any building permit issues. Thereafter, no occupancy permit shall issue if an outstanding fee bill is 30 days overdue.
12. The Applicant will submit plans and supporting materials and calculations for review and approval by the Wellfleet Fire Department demonstrating compliance with all applicable access requirements. The Applicant's plans shall incorporate any reasonable modifications requested by the Wellfleet Fire Department for purposes of emergency access.

E. INFRASTRUCTURE

1. The following portions of the Project shall be and shall remain private for the duration of the ground lease and any extensions thereto and the Town of Wellfleet shall not have, for as long as a ground lease is in effect, any legal responsibility for their operation, maintenance, repair, or replacement of:
 - a) The entire on-site stormwater management system and all stormwater and water connections, lines and equipment required from the public way to the Property;
 - b) The sidewalks, driveways, roads, utilities, drainage systems, water system, fire protection, gas if applicable, electric, telephone, and cable system and all other infrastructure shown on the Final Plans as serving the Project, including but not limited to plowing, sanding, snow removal, trash collection, and landscape maintenance; and
 - c) Property lighting, landscaping and screening.
2. All utilities and water connections shall be constructed consistent with the Final Plans and otherwise in accordance with Town of Wellfleet requirements except as otherwise shown on the Final Plans.
3. All utilities within the Project shall be installed underground.

F. STORMWATER MANAGEMENT

1. The Applicant shall comply with the stormwater management plans shown on the Final Plans.

2. The Applicant will provide an Operations and Maintenance Plan and Long-term Pollution Prevention Plan prior to the issuance of the first building permit.
3. Snow shall not be placed within or above the stormwater management systems.
4. Stormwater Management Conditions.
 - a) Prior to starting any site work, The SWPPP shall be provided to the contractors during construction and a copy must be kept on site during construction.
 - b) The Applicant shall comply with the SWPPP during construction.
 - c) The Applicant shall protect the subsurface infiltration system during construction in order to prevent a reduction in the long-term infiltration capacity of the soil. Once construction is complete the system shall be cleaned of any silt and sediment. Removal and replacement of soil shall be completed to make certain that the infiltration rate of the soil is met. The use of silt sacks within the proposed catch basins shall be used during construction.
 - d) The post development impervious areas shall be consistent with the impervious areas shown on the design plans which were used to analyze and size the stormwater management system.
 - e) The as-built conditions shall closely match the drainage areas shown on the post-development final plans.
 - f) Any imported fill shall have the same drainage characteristics as the existing site soils for which the stormwater analysis and design are based.
5. Stormwater Management Maintenance. The SWPPP and the stormwater Operations and Maintenance Plan (O&M Plan) shall be consistent with the Stormwater Plan referenced herein. In the event a management company is engaged; such guidelines shall be incorporated by reference in the management contract.

G. GENERAL CONDITIONS

1. No fertilizers, road salt, and other potential contaminants shall be used in order to protect against contamination of surrounding residential wells.
2. During and after construction of the units, for the duration of the ground lease, the Applicant shall be permanently responsible for the following at the Project:

- a) all plowing, sanding, and snow removal. Snow shall be piled in designated locations as shown on the Final Plans;
 - b) all site maintenance and establishing a regular schedule for site maintenance;
 - c) repairing and maintaining all on-site ways, including drainage structures and utilities therein;
 - d) conducting annual inspection, maintenance and cleaning of all elements of the drainage system, including but not limited to catch basins, drain manholes, detention basins, swales and pipelines; and
 - e) site lighting and landscaping.
3. No stumps or construction debris shall be buried or disposed of at the Property.
 4. If any part of this Decision is for any reason held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity of any other portion of this Decision.
 5. **Lapse.** The Comprehensive Permit granted hereunder shall lapse three years from the date that it takes final effect (i.e., the date that it is filed with the Town Clerk, subject to tolling in the event of any appeal and as provided in 760 CMR 56.05(12)(c)), unless the comprehensive permit is duly recorded before the three -year period elapses and unless construction on the Project has commenced within such period. In addition, construction in accordance with this comprehensive permit shall be completed within three years of the commencement of construction. The Applicant may apply to the Board for reasonable extensions of these deadlines for good cause but shall do so before any lapse occurs.
 6. This Comprehensive Permit shall not be valid until it is duly recorded with the Registry of Deeds and evidence of such recording is provided to the Building Commissioner and the Board. Any modification of this comprehensive permit shall be subject to 760 CMR 56 or any successor regulation thereto.
 7. POAH will take all steps necessary to request that DHCD allow the maximum of 70% of the units to be set aside for residents of Wellfleet under DHCD's local preference guidelines.

8. All residential units shall be occupied by the income-eligible tenants. No units may be rented on a short-term basis, and such condition shall be included in the lease for each unit.

VII. RECORD OF VOTE

On September 22, 2022, the Board voted 5-0 to approve the Waivers requested and listed in the attached Exhibit A. On September 22, 2022, the Board voted 5-0 to approve this Comprehensive Permit with Findings and Conditions stated herein and voted to authorize the Chair, Sharon Inger, to sign this decision on behalf of the Board.

The Board has complied with all statutory requirements for the issuance of this Comprehensive Permit. A copy of this decision will be filed with the Town Clerk. Copies of this decision have been, or will be mailed, to all parties, persons or boards as required by M.G.L. c. 40B.

The grant of this Comprehensive Permit hereunder is dependent upon compliance with all of the conditions set forth above and upon the following additional terms and conditions.

This Comprehensive Permit Decision shall be a master permit which shall subsume all local permits and approvals normally issued by local boards, as that term is defined in 760 CMR 56.00 et seq. Upon presentation of this Comprehensive Permit and subsequent more detailed Final Plans as required pursuant to this Decision and in order to obtain other relevant approvals, together with final approval from DHCD pursuant to 760 CMR 56.04(7), all Local Boards shall take all actions necessary, including but not limited to issuing all necessary permits, approvals, waivers, consents, and affirmative action such as plan endorsements and requests for waivers, after reviewing such plans only to ensure that they are consistent with this Comprehensive Permit (including any waivers or lack of waivers set forth herein), the final approval of the Subsidizing Agency, and in compliance with applicable state and federal laws, regulations, and codes.

Any person aggrieved by this decision may appeal to a court of competent jurisdiction within 20 days as provided by M.G.L. c. 40A, § 17 or M.G.L. c. 40B, §20 et seq., as applicable.

Zoning Board of Appeals of the Town of Wellfleet



By Sharon Inger, Chair

Date: Sept 30, 2022

NOT VALID FOR RECORDING UNTIL CERTIFIED BY TOWN CLERK

I hereby certify that this is a true copy of the decision rendered by the Board of Appeals and filed in the office of the Town Clerk on _____, _____; I further certify that twenty days have elapsed after the within decision was filed in the office of the Town Clerk for the Town of Wellfleet, and that no appeal has been filed, or that if such appeal has been filed, that it has been dismissed or denied.

Date:

Attest:

Wellfleet Town Clerk

See Attached

EXHIBIT A

WAIVER LIST

The Board expressly grants the waivers listed below from the following local bylaws, Zoning Bylaws and Subdivision Regulations. Any waiver not expressly granted herein is deemed denied.

PRESERVATION OF AFFORDABLE HOUSING, INC. - 95 Lawrence Road, Wellfleet, MA

1. Wellfleet Zoning By-Law:
 - A. Section 2.1 – Parking space definition (9 ft. x 20 ft. required; 9 ft. x 18 ft. approved);
 - B. Section 5.3 – Allow multiple-family dwelling use in R1 Zoning District;
 - C. Section 5.4.4 – Building height (Lower Village) for number of stories (2 allowed, 3 approved) and feet (28 ft. allowed, 49 ft. approved);
 - D. Section 5.4.5 – Intensity of use for 46 multiple-family units (390,000 sq. ft. of area required, approximately 261,000 sq. ft. of area provided);
 - E. Sections 6.3.13 and 6.3.14 – Development of Significant Impact – not filing for DSI approval and providing impact studies (other than submitted traffic study and supplemental report); and
 - F. Section 7 – Signs -- waiver to allow for the installation of up to four (4) freestanding signs (one at each entrance and two in-lot signs), each no more than eight (8) feet in height and twelve (12) square feet in sign area and each illuminated by landscaped lighting (not internally illuminated), and waiver to allow for up to eight (8) directional signs, each no more than two (2) square feet in sign area and each illuminated by landscape lighting; and
2. Cape Cod Commission, Cape Cod Commission Act, Chapter A Enabling Regulations, Regional Policy Plan, and Technical Bulletins -- waiver for review of proposals containing 30 or more residential units.



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Jennifer D. Maddox, Undersecretary

May 11, 2022

Mr. Cory Fellows
Lawrence Road Preservation Partners LLC
C/O Preservation of Affordable Housing, Inc.
2 Oliver Street, Suite 500
Boston, MA 02109

Re: 95 Lawrence Road Community Housing, Wellfleet, MA – Project Eligibility Letter

Dear Mr. Fellows:

We are pleased to inform you that your application for project eligibility determination for the proposed 95 Lawrence Road Community Housing project located in Wellfleet, Massachusetts, has been approved under the Low Income Housing Tax Credit (LIHTC) program. The property is located at 95 Lawrence Road, Wellfleet, Massachusetts. This approval indicates that the proposed plan is for 46 units of rental housing for families, 35 (76.1%) of which will be affordable at no more than 60% of area median income. The proposed development will consist of 16 one-bedroom units, 25 two-bedroom units and 5 three-bedroom units and the rental structure as described in the application is generally consistent with the standards for affordable housing to be included in the community's Chapter 40B affordable housing stock. This approval does not constitute a guarantee that LIHTC funds will be allocated to the 95 Lawrence Road Community Housing project. It does create a presumption of fundability under 760 CMR 56.04 and allows Lawrence Road Preservation Partners LLC to apply to the Wellfleet Zoning Board of Appeals for a comprehensive permit. The sponsor should note that a One Stop submission for funding for this project must conform to all Department of Housing and Community Development (DHCD) program limits and requirements in effect at the time of submission.

As part of the review process, DHCD has made the following findings:

1. The proposed project appears generally eligible under the requirements of the Low Income Housing Tax Credit program.
2. DHCD has performed an on-site inspection of the proposed 95 Lawrence Road Community Housing project and has determined that the proposed site is an appropriate location for the project. The project consists of the development of housing on six acres, creating the Long Pond Village neighborhood.
3. The proposed housing design is appropriate for the site. The 46 units will be built in an upper and a lower village. There will be a larger 22-unit building and 24 additional townhouse units in seven buildings.

4. The proposed project appears financially feasible in the context of the Wellfleet housing market. The proposal includes 35 units for households earning up to 60% AMI, with eight of those to be reserved for households earning less than 30% of AMI.
5. The initial proforma for the project appears financially feasible and consistent with the requirements for cost examination and limitations on profits on the basis of estimated development and operating costs. Please note again that a One Stop+ submission for funding for this project must conform to all DHCD program limits and requirements in effect at the time of submission.
6. No appraisal has been commissioned. No acquisition costs were carried. The Low-Income Housing Tax Credit Program Guidelines state that the allowable acquisition value of a site with a comprehensive permit must be equal to or less than the value under pre-existing zoning, plus reasonable carrying costs. If this project applies for funding under the Low-Income Housing Tax Credit Program, the acquisition price in the proposed budget should reflect these program guidelines. At this time, as indicated, there is no acquisition price proposed.
7. The ownership entity will be a single-purpose entity controlled by the applicant subject to limited dividend requirements and meets the general eligibility standards of the Low Income Housing Tax Credit program. The applicant will need to demonstrate sufficient capacity to successfully develop the project under the Low-Income Housing Tax Credit program.
8. The applicant is the designated developer of the site.
9. The Town of Wellfleet has submitted a letter of support for the project.

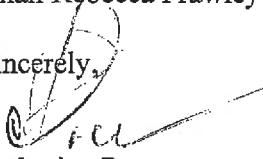
The proposed 95 Lawrence Road Community Housing project will have to comply with all state and local codes not specifically exempted by a comprehensive permit. In applying for a comprehensive permit, the project sponsor should identify all aspects of the proposal that will not comply with local requirements.

If a comprehensive permit is granted, construction of this project may not commence without DHCD's issuance of final approval pursuant to 760 CMR 56.04 (7) and an award of LIHTC funds. This project eligibility determination letter is not transferable to any other project sponsor or housing program without the express written consent of DHCD. When construction is complete, a Chapter 40B cost certification and an executed and recorded 40B regulatory agreement in compliance with DHCD's requirements pertaining to Chapter 40B must be submitted and approved by DHCD prior to the release of a Low-Income Housing Tax Credit form 8609.

This letter shall expire two years from this date, or on May 11, 2024, unless a comprehensive permit has been issued.

We congratulate you on your efforts to work with the town of Wellfleet to increase its supply of affordable housing. If you have any questions as you proceed with the project, please feel free to call or email Rebecca Frawley Wachtel at (617) 573-1318 or at Rebecca.Frawley@mass.gov.

Sincerely,



Catherine Racer
Director

cc: Chairman Ryan Curley, Wellfleet Select Board



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 05, 2023

VIII

BUSINESS

~ D ~

REQUESTED BY:	Rich Waldo ~ Town Administrator
DESIRED ACTION:	To present the board with the Powers & Sullivan FY23 Audit and contract
PROPOSED MOTION:	If a motion is needed for this agenda item one will be made at the time of the meeting.
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



100 Quannapowitt Parkway, Suite 101
Wakefield, Massachusetts 01880
T. 781.914.1700 | F. 781.914.1701
info@pas.cpa | www.pas.cpa

November 16, 2023

Town of Wellfleet
300 Main Street
Wellfleet, MA 02667

We are pleased to confirm our understanding of the services we are to provide the Town of Wellfleet, Massachusetts for the fiscal year ending June 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements, of the Town as of and for the year ended June 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. General Fund Budgetary Comparison Schedule.
3. Retirement System Schedules.
4. Other Postemployment Benefit Plan Schedules.

We have also been engaged to report on supplementary information other than RSI that accompanies the Town's financial statements. If deemed necessary, in accordance with federal Uniform Guidance, we will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal Awards, if applicable based on expenditures of \$750,000 of Federal funds.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report

that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objective also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a

Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Management override of internal controls
- Inadequate written documentation of internal controls
- Turnover of employees in key financial positions and difficulty finding experienced employees
- Conversion entries from the budgetary Basis of Accounting to the Modified Accrual Basis
- Conversion entries from the Modified Accrual Basis of Accounting to the Full Accrual Basis
- Reconciliation of Cash and Investments between the Treasurer and Finance
- Recognition of Revenue
- Compilation of Schedule of Federal Awards

Accordingly, we have considered these as significant risks.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Town's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Town's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, if applicable, and related notes of the Town in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, related notes as previously defined along with assistance with the compilation of the adjustments used to convert your budgetary basis financial statements to the modified accrual basis of accounting to the full accrual basis of accounting. Examples include, but not limited to, leases, capital assets, pension and OPEB liabilities/assets. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and the related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and the related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior

management, with suitable skill knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of the audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities also include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of

federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on May 30th of each year.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data

Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Town; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Any rights which inure to the benefit of Powers & Sullivan, LLC pursuant to this engagement letter shall also inure to its permitted successors in interest by way of merger, acquisition, or otherwise and their permitted assigns.

The audit documentation for this engagement is the property of Powers & Sullivan, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the applicable cognizant or oversight agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Powers & Sullivan, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the applicable cognizant or oversight agency for audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Renee Davis is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees for the audits of the Town's basic financial statements, including a single audit if needed, will be \$24,900 for fiscal year 2023. These fees include out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). Any fees charged for bank and similar confirmations or responses from legal representatives are the sole responsibility of the Town. Our invoices for these fees will be rendered as work progresses and are payable on presentation. The above fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter, and our fees will be adjusted accordingly.

The Town and Powers & Sullivan, LLC can agree to extend this engagement for fiscal years 2024 and 2025 at \$25,000 per year.

In the event we are requested or authorized by the Town or required by government regulation, subpoena, or other legal process to produce our working papers or our personnel, the Town will, so long as we are not party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such a request.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our peer review can be viewed at www.pas.cpa.

Reporting

We will issue written reports upon completion of our Audits. Our reports will be addressed to the appropriate level of management. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below, and return it to us.

Very truly yours,



Powers & Sullivan, LLC

RESPONSE:

This letter correctly sets forth the understanding of the Town of Wellfleet, Massachusetts.

Signature: _____
Richard J. Waldo, Town Administrator



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 05, 2023

VIII

BUISNESS

~ E ~

REQUESTED BY:	Rich Waldo
DESIRED ACTION:	To approve and sign the support letter for Verizon application
PROPOSED MOTION:	I move to approve the letter in support of the Verizon Application to Massachusetts Broadband Institute, FIOS Internet Services
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667
Tel (508) 349-0300 www.wellfleet-ma.gov

Massachusetts Broadband Institute (MBI)
Massachusetts Technology Collaborative
75 North Drive
Westborough, MA 01581

December 5, 2023

Dear MBI,

Wellfleet submits this letter of support in conjunction with Verizon's application to the Massachusetts Broadband Institute for the Broadband Infrastructure Gap Networks Grant Program. We are pleased that Verizon plans to expand their fiber optic network and facilitate broadband for unserved and underserved residents and businesses in Wellfleet.

Access to broadband is critical to full participation in a global digital economy including working from home, connecting with loved ones, finding employment, educating children remotely, and accessing critical telehealth services. In response to these needs in Wellfleet, Verizon will deploy their fiber network to Wellfleet locations that either lack or have inadequate broadband service, with a particular focus on Gateway Municipalities and Qualified Census Tract locations consistent with the Program's objectives. Wellfleet residents will benefit from an increased range of speed of service without which can thwart economic development, educational achievement, telemedicine advancement, and other critical needs that Massachusetts prioritizes for its citizens.

In order to provide broadband access to those residents that need it the most, Wellfleet supports Verizon's effort to obtain funding to further their plan to provide high-speed broadband service in our community. We view this as an opportunity to improve the quality of life in these communities that are so dependent upon having a reliable, quality broadband infrastructure to keep their residents connected for years to come.

If you have any further questions or concerns related to this letter, please feel free to contact:

(Richard Waldo, Town Administrator; 300 Main Street Wellfleet; richard.waldo@wellfleet-ma.gov)

Sincerely,



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 05, 2023

IX

SELECTBOARD REPORTS:

Reported by:	Topic:



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 05, 2023

X

TOPICS FOR FUTURE DISCUSSION

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



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 05, 2023

XI

MINUTES

REQUESTED BY:	Executive Assistant
DESIRED ACTION:	Approval of Meeting Minutes as written in draft for November 7, 2023, and November 14, 2023.
PROPOSED MOTION:	I move to approve the minutes of November 7, 2023, and November 14, 2023.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

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

Members Present: Barbara Carboni, Chair; John Wolf, Vice Chair; Michael DeVasto, Ryan Curley, Tim Sayre

Others Present: Rich Waldo, Town Administrator; Silvio Genoa, Assistant Town Administrator; Chris Merl, Diane Brunt, Tim Hughes, Lisa Dexter, Mike Shannon, Brad Morse, Jude Ahern, Rich Pauley, Fire Chief; Scott Horsely, Consultant for the watershed permit; Anastasia Rudenko, GHD; Ken Kozak, owner of The Wicked Oyster; Dennis O'Connell, Wellfleet Conservation Trust; Chris Merl.

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

I. *Announcements, and Public Comments*

Note: Public comments are limited to no more than three minutes per speaker.

The Board will not deliberate or vote on any matter raised solely during Announcements & Public Comments

Chair Carboni asked Waldo to introduce the new assistant Town Administrator, Waldo introduced Genao to the board and the public. Genao spoke to the board thanking them for their support and he looks forward to working for the town and with the town's people.

Chair Carboni made an announcement on behalf of the board stating that the meetings of the board have lasted for four hours or more, and that isn't beneficial for the board or the public. She explained that the board had a working meeting and came to a resolution as a board that each member of the public will be allowed to speak for three minutes, an individual isn't allowed to gift their time to another member of the audience. She explained that a person may speak twice on an agenda item, but other members of the audience have to have their chance to speak first. She asked for any other comments or announcement from the board.

Merl stood up and spoke to the board regarding his letter in August and asked how the process was how was the board going to handle his issue. He spoke about the shellfish department hiring position.

Hughes spoke to the board about the many letters of complaints that have been sent in by him and other town members. Chair Carboni spoke to Hughes saying that the board is working on a policy on how to handle complaints and accusations from the public and when they do, they will bring it to the public, she will follow up with the town administrator.

Dexter spoke to the board stating that she heard the shellfish constable was going to be at the meeting about the lack of Oysters in the wild. She would like to address this issue. Chair Carboni stated she will follow this up with the town administrator.

Shannon spoke to the board about the June 27th executive session meeting minutes being released and stated there are so many redactions that it leaves the public wondering what happened.

Morse spoke to the board regarding the working meeting about public comment, he stated he felt the board might be in violation. He stated he doesn't feel like the public is being listened to. He read a letter from an anonymous person specifying how the shellfish department should work and what the Principal Clerks job is with regard to the Shellfish Department.

Ahern spoke to the board stating that she was angry about the meeting minutes and kept stating that Carboni was a fake chair.

Brunt came to the microphone, stating the working meeting was an open meeting law violation because the town hall door was locked. Until someone let Helen Miranda Wilson in the building. She continued reading a statement to the board discussing their lack of competence.

Pauley spoke to the board stating that the tone of the meetings over the past few meetings and stated that the administration and most of the board have the best interest of the town in mind all the time, he stated that he is very disappointed in the handful of people that continue to make accusations of the staff and administration.

II. ***Consent Agenda***

- A. Wellfleet Chamber of Commerce, Brianna Sullivan ~ Lawn area in front of Town Hall for the annual tree lighting and sing along ~ Saturday December 9, 2023, 3:30pm – 5:30pm.
- B. Appoint Nancy Gralla as an alternate to the Energy and Climate Action Committee for a term of three years.
- C. Appointment of John Portnoy to the Conservation Commission for a term of three years.

There were no objections to the consent agenda.

Board Member Curley Moved, Board Member Wolf Seconded; and it was voted to adopt and approve the consent agenda as presented.

Roll Call Vote: 5-0

III. ***Watershed Permit Update***

- A. Scott Horsley & Anastasia Rudenko to present and update the board on Town's Watershed Management Permit ~ Scott Horsley

Horsley and Rudenko were both in the meeting virtually. Horsely began sharing his screen to give the board and the public an update on the watershed permit. He stated there have been some minor amendments but is very much the same as it was when they first presented it to the board. He spoke about wastewater treatment plants. He addressed the downtown sewage systems. He also spoke about the 95 Lawrence Housing project and their sewer project.

Rudenko spoke to the board discussing the regulatory changes regarding title 5 and watershed permits. She spoke about the next steps to move this project forward. Discussing the notice of intent. They finished their presentation and Chair Carboni asked if the board had any questions, Wolf spoke to the board stating the innovative septic systems are better for the town rather than having the entire town on sewer system. He asked about the monitoring process for these IA systems and the expense that goes with it. Wolf had a few follow up

questions for the monitoring and testing. Horsley stated he didn't believe that the testing would go away all together, but the requirements would go down to an annual type of system.

Curley asked Horsely to speak about comments and questions that he has received from the DEP regarding this project. Horsley responded stating he is working on a written statement which is close to finished but he stated there were questions about Maurice's Campground and the alternative systems that would need a quality assurance plan which would require significant monitoring. He stated the next draft would go through MEPA. Curley asked if these remarks were verbal or written, Horsely stated there were no written comments or assessments.

Curley questioned the status of the town administrator entering into negotiations with Truro and Eastham for a memorandum of agreement for a targeted watershed permit.

There were a few more questions that were asked of Horsley discussing the process of the permit and the surrounding towns. Sayre spoke to the Horsley about the inspections and after three years the homeowners would be responsible for these inspections after the three-year grace period was up. Horsley stated he has been told around \$500 per year per home. Sayre also asked about the different treatment plants around town. The board continued to discuss the watershed plan with Horsley and Rudenko, discussing details of the project and the timeline for the watershed permit.

Chair Carboni questioned what the board would like next from Horsley and Rudenko. Curley stated that it sounded by the presentation they were a few weeks out. Chair Carboni stated that when they are ready to continue to come back to the board to be placed on the agenda. Brunt questioned the board about the people that can't afford to upgrade their septic systems and are working on how to proceed that way.

IV. *Public Hearings ~ Chair Carboni opened the public hearing.*

- A. Tek Restaurant Group Inc.; dba: The Wicked Oyster, Application received Monday October 23, 2023; change liquor license from year-round to seasonal and to seek approval for closing November 2023 for the winter season.**
Kozak explained that over the past many years the restaurant has tried to stay a viable year-round business by offering special, themed nights and so on. He stated the bottom line is that the restaurant isn't able to stay open. The board discussed the seasonal and annual licenses available to the town and if there is a cap on them.

The board discussed the sadness of losing another year-round restaurant but understands the issues. Sayre also expressed his sadness about the closing, he stated that his concern is that if they ask for an extension, it is unfair to the restaurants that are open year-round. He stated that he would be opposed if they asked in the future to stay open through January he would be opposed.

Board Member DeVasto Moved; Board Member Wolf Seconded and it was voted to approve the amendment of TEK Restaurant Group, Inc. DBA The Wicked Oyster to change from an annual liquor license to a seasonal liquor

license, and close the restaurant November 2023, for the winter season contingent on a seasonal license being available.

Roll Call Vote: 5-0

Chair Carboni closed the public hearing.

V. **Business**

A. Mill Creek Access Easement & License off Old Chequessett Neck Road

Chair Carboni recused herself from this item. Board Member Wolf stepped into the role as chair while Chair Carboni left the table.

Waldo gave the board an update on this easement and explained the background of how this came to be. He stated the Wellfleet Conservation Trust and the National Park Service got together with both counsel representatives at the meeting to come to an agreement. He stated this was approved at the town meeting, he stated he is looking for two motions explaining what they were.

Curley stated that the easement isn't an issue but where the National Park Service licensing agreement is a concern of his. He explained why. Waldo stated he didn't have an answer to Curley, he gave his thought process on this and the permanent easement. Curley stated his concern is the national park entering into an easement that requires a land exchange. The board discussed this access easement. There was a lot of discussion on land exchange and the concern surrounding it. Curley stated that the area that is being licensed by the park he asked if it was just the easement. He stated that he didn't feel the town could move forward with this as the town would need either a permanent or temporary easement and with those the park wants a land transfer. He continued stating that he didn't believe the town could enter into this agreement. Waldo read the article that was approved at the town meeting in April. O'Connell stated that he believed that both were covered under the town meeting vote. Sayre echoed Curley's concerns about the National Seashore. He questioned why the Conservation couldn't go directly to the National Seashore? O'Connell spoke to that stating that the town is the leading entity. Curley brought up the government shut down and being able to move forward. He stated he didn't believe they town could do this as it was longer than a year. Waldo stated that it would be renewed each year for 30 years. Curley stated he didn't believe it was legal. O'Connell stated he believed this was not an exclusive use for the park, people can walk into the and through the park. The board discussed the motions and agreed to have two separate motions.

Board Member DeVasto moved; Board Member Sayre Seconded; and it was voted to enter into an easement agreement with the Wellfleet Conservation Trust for access off Old Chequessett Neck Road to National Park Service Land.

Roll Call Vote: 4-0-1

Board Member DeVasto Moved; Board Member Sayre Seconded; to enter into a license agreement to the U.S. National Park Service for access over Wellfleet Conservation Trust land to adjacent National Park Service Land.

The board had discussion before the final vote; Curley read Chapter 70 of the town's bylaws stating that the easement is interest in real estate and the town cannot enter into a license agreement for more than 5-years. Waldo stated that

this was a vote at town meeting. He pulled up the warrant article and read it to the board and public. Waldo stated he believed that the article covered both the easement and the license agreement. They discussed the article and what they believed it covered. Curley felt strongly that the town doesn't have the authority to enter into a license agreement. O'Connell stated that if both didn't go through then there is no reason for the conservation to grant an easement. DeVasto agreed to redo the motion as one motion. Sayre stated that the town should have the right to terminate the lease like the national seashore. They discussed this. Curley continued to state his concern, Waldo will go back to town counsel to get Curley's questioned answered. DeVasto redid the second motion:

Board Member DeVasto Moved; Board Member Sayre Seconded; to enter into a license agreement to the U.S. National Park Service for access over Wellfleet Conservation Trust land to adjacent National Park Service Land, subject to the approval of town counsel regarding the bylaw that was read by Board Member Curley.

O'Connell stated that the intent for this was to have both motions done as one. **Board Member DeVasto moved; Board Member Wolf Seconded; to rescind the previous motion to enter into an easement agreement with the conservation trust.**

Roll Call Vote: 3-1-1 (Curley voted no).

Wolf brought up that a lot of legal minds put this article together and questioned why there was opposition.

They discussed making another motion, Sayre stated they could just vote on the second motion.

Board Member DeVasto Moved; Board Member Sayre Seconded; and it was voted to enter into an easement agreement with the Wellfleet Conservation Trust for access off Old Chequessett Neck Road to National Park Service Land and to enter into a license agreement to the U.S. National Park Service for access over Wellfleet Conservation Trust land to adjacent National Park Service Land, subject to the approval of town counsel regarding the bylaw that was read by Board Member Curley.

Roll Call Vote: 3-1-1 (Curley voted no).

- B. Presentation from the Wellfleet Cultural District, to install 6 small informational signs around the harbor walk focusing on fishing and shellfishing in Wellfleet. McMahon spoke to the board about signs to be placed around the marina walk to allow people to read the history of Wellfleet and the indigenous people and how they landed here. He showed a prop of what a sign might look like. The board discussed where other signs could be around the town. Sayre questioned who would be reading and making sure the facts are correct, McMahon stated that David Right at the Historical Society will be verifying the facts.

Board Member Wolf moved; Board Member Curley Seconded; and it was voted to approve the Wellfleet Cultural Council to install 6 small informational signs explaining and focusing on Wellfleet's fishing and shellfishing culture.

Roll Call Vote: 5-0

- C. Staff update ~ Rich Waldo

Waldo spoke to the board explaining that there have been three new employees starting for the town, Assistant Town Administrator, Health Agent, and Conservation Agent. He stated the town is looking to fill two more vacant positions, he stated those positions are the town treasurer and a building inspector. He stated the issue right now is a hybrid structure, who lives in Norther Massachusetts and there is a commitment to serve the town 5 days a week with an in-office day 1 to 2 times a week. He is prepared to invest in the town of Wellfleet and have made a conditional offer. Curley questioned monitoring of a remote employee. He asked about the flexibility of the treasurer in case there is a heavy demand on certain issues. Waldo stated that yes, in the contract it is stated that he will be available when needed. The board discussed the position and their job expectations, Curley brought up teamwork, and being integrated into the town. Genao spoke to the board about teamwork and stated that in his first couple weeks with the town he has experienced such acceptance and a team feeling. He said in the future the dynamic of this position could be revisited.

Brunt spoke to the board asking questions about the new hire. Asking about a contract. Brunt continued to speak over the board members, Chair Carboni spoke to Brunt stating that she allowed her to ask her questions and speak but she wasn't going to allow more questions.

Curley asked about the Building Commissioner and the Town Planner.

Waldo discussed the interim contract with the board, he stated this was just a testing period for the building inspector and his ability to understand town codes. He stated Angelo has shown his abilities to him and they would like to make a full time offer to him with the conditions of obtaining all the licenses needed for the positions.

He spoke to the board stating that once the important everyday roles are filled, he would like to focus on the Town Planner. Genao spoke to the board about moving quickly for open positions as Wellfleet has very limited housing so to be able to send a preliminary offer is something the town needs to do. The board discussed open positions more.

Morse came to the microphone, stating the town needs to have a finance director. Stating there are deep issues. Brunt spoke again about treasurer position yelling at the chair about transparency. Chair Carboni stated that not every agenda item is up for comments.

D. Selectboard 2024 Agenda ~ Issue with dates ~ Ryan Curley

Curley stated there are a couple of dates that need to be moved. He stated some of them are when staff takes vacation. He began on January 2, 2024, which is the day after New Year's Day. They discussed moving that meeting to January 9, 2024. The board discussed certain dates that needed to be changed, Waldo noted them and will bring them to Eldridge to make those corrections.

E. Meeting Time Change ~ Selectboard will discuss changing meeting time.

The board moved on to changing the meeting times, from 7pm to 6pm during daylight savings time. Waldo stated that surrounding towns start their meetings earlier and asked if the board would like to change their meetings. DeVasto

stated he preferred moving the meetings to 6pm especially during daylight savings time. Curley agreed.

Board Member DeVasto moved; Board Member Seconded; and it was voted to move the selectboard meetings to 6pm during daylight savings time.

VI. *Selectboard Reports*

Wolf gave an update on the Dredging Task Force meeting, giving them information on what's next for the dredging. He also gave a Marina Advisory Committee update, which was mainly about the revenue taken into the Marina Enterprise budget for parking at Oysterfest. He spoke about an ice machine at the marina. Curley reported that on November 15th at 11am there is a walk through for Maurice's Campground for interested parties of the RFP of the property.

VII. *Town Administrator's Report*

Waldo spoke to the board and stated the reports on the Oysterfest from the fire and police departments were supposed to be an appendage to the administrator's report. He gave a rundown of his written report and informed the board about awards that were granted to the town. He spoke about the FY2025 budgets and how they were being worked with the capital plan. He spoke about the new entrances at town hall that were recently installed by the DPW. He spoke about the passing of Lenny who was a town employee and stated there was so much love and support for him. Curley spoke about the voter registration process, in light of the issues in Turo right now he wanted to make sure Wellfleet doesn't have the same issues.

VIII. *Oysterfest Reports*

A. Fire Department Report

Chief Pauley spoke to the board stating his disappointment with certain town residents.

B. Police Department Report

IX. *Topics for Future Discussion*

Brunt came to microphone again speaking loudly to the board and chair Carboni; stating that they are being silenced. She continued debating with the board. The board decided they were no longer taking public comments at this time. Merl spoke to the board again stating that he felt it was unfair to not allow public comment. DeVasto stated that it is at the board's discretion to allow public comment, and this is not a public forum it is a board meeting. Sayre wants to discuss fencing at the park at Mayo Beach, he spoke about paid parking at the beaches during Oysterfest. He stated that he would like to talk about budget line items. He spoke about new police officers and finding a way to bring an incentive to their positions to allow them to stay with the town. He would like to also discuss the shellfish department's role for the town. Chari Carboni spoke to him asking him to consider if some of these items need to be on an agenda or could a meeting take place.

DeVasto would like to discuss the sewer project on a future agenda item. Curley would like to address goals and budgets at the meeting on the 14th. He also stated that per the charter there needs to be a financial policy, Chair Carboni asked Curtley to explain the budget policy.

X. Minutes

A. September 5, 2023

B. October 3, 2023

Board Member Wolf Moved; Board Member DeVasto Seconded; and it was voted to approve the minutes of September 5, 2023, and October 3, 2023, as amended and in draft.

Roll Call Vote: 4-0-1 (Sayre abstained as he was not a member of the board for the first two meetings.)

C. October 17, 2023,

D. October 25, 2023, working meeting.

Board Member Sayre Moved; Board Member Wolf Seconded; and it was voted to approve the minutes of October 17, 2023, and October 25, 2023, as written in draft.

Roll Call Vote: 5-0

XI. Adjournment

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

Roll call Vote: 5-0

Meeting adjourned at 10:35pm

Public Documents:

- *Application for Use of Town Property; Chamber of Commerce*
- *Application to be an alternate on Energy and Climate Action Committee ~ Nancy Gralla*
- *Application to be on the Conservation Commission ~ John Portnoy*
- *Watershed Management slideshow*
- *Application for approval of closure for The Wicked Oyster*
- *Easement and license agreement for Mill Creek Access*
- *2024 Selectboard Meeting Schedule*
- *Town Administrators report.*
- *Police and Fire Department Oysterfest updates.*
- *Meeting minutes; September 5, 2023; October 3, 2023; October 17, 2023; and October 25, 2023.*

*Wellfleet Selectboard
Tuesday November 14, 2023; 6PM
Hybrid Meeting:
715 Old King's Highway/Zoom
Meeting Minutes*

Members Present: Barbara Carboni, Chair; John Wolf, Vice Chair; Michael DeVasto, Ryan Curley, Timothy Sayre

Others Present: Rich Waldo, Town Administrator; Silvio Genao, Assistant Town Administrator; Rebekah Eldridge, Executive Assistant; Nancy Civetta, Shellfish Constable; Chris Merl, Officer Jacob Barrett, Brad Morse, Diane Brunt, Jude Ahern, John Tansey

Chair Carboni Called the meeting to order at 6:02pm

I. *Announcements, and Public Comments*

Note: Public comments are limited to no more than three minutes per speaker.

The Board will not deliberate or vote on any matter raised solely during Announcements & Public Comments

Chair Carboni asked if there were any announcements, Wolf stated that there was a resignation of Chris Allgier and Curt Felix and he announced there are now 2 vacancies for that board.

Merl spoke to the board, stating he provided the board with mass general laws pertaining to the shellfish position. HE explained it would be a violation of mass general laws. He asked that it be recorded and provided into the minutes.

Morse approached the microphone and commented on the previous selectboard meeting, concerning the treasurer new hire. He stated that the treasurer should be at the town hall not working remotely. He stated that it is important that financial management be the direct course of the board. He stated that public comments shouldn't be silenced.

Brunt went to the microphone, criticized the Town Administrator, the Chair and the Board for actions with respect to the Fire Chief on November 07, 2023. She also spoke of the shellfish position that was done illegally. She continued stating that she does not think the taxpayers should continue to pay even though his actions are a disservice to the town.

Ahern came to the microphone, asking where the financial management letter for 2022 was and who was doing it. She asked about the deadline for the Lawrence Hill Project. She also asked about the Blackfish mitigation plan being withdrawn. She questioned the accident that John Mankevetch had on the town's barge. She remarked that she felt Civetta was shaming her by announcing the amount of public record requests.

Board Member DeVasto recused himself from all shellfish hearings.

Chair Carboni opened the public hearing at 6:14pm

- A. Application received 10/16/2023 ~ for the transfer of shellfish grant license #'s 95-23 and 95-24 consisting of approximately two acres on Egg Island from Zach Rennert to Zach Rennert and Blake Olson.**

Civetta spoke to the board regarding this transfer stating that there were no issues as Zach and Blake have been working together for many years and she believes this is a positive development.

Board Member Wolf Moved; Board Member Sayre Seconded and it was voted to approve the transfer of shellfish grant license #'s 95-23 and 95-24 consisting of a total of approximately two acres on Egg Island from Zach Rennert to Zach Rennert and Blake Olson.

Roll Call Vote: 4-0-1

This hearing was closed.

Board Member DeVasto moved; Board Member Wolf seconded; and it was voted to close the hearing.

Roll Call Vote: 4-0-1

- B. Chair Carboni opened the hearing.**

Application received 10/18/2023 ~ for the transfer of shellfish grant license # 2008-01 consisting of 0.5 acres on Lieutenant Island from Ralph Bassett and Russel Junkins to Ralph Bassett, Russell Junkins, and Sheila Avery.

Civetta again stated this was a good transfer and had no issues.

Board Member Wolf Moved; Board Member Sayre seconded; and it was voted to the transfer of Shellfish Grant License #2008- 01 consisting of approximately one-half acre on Lieutenant Island from Ralph Bassett and Russell Junkins to Ralph Bassett, Russell Junkins and Sheila Avery.

Roll Call Vote: 4-0-1

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

Roll Call Vote: 4-0-1

- C. Chair Carboni opened the hearing.**

Application Received 10/18/2023 ~ for the transfer of shellfish grant license #'s 01-01 and 01-01 ext. consisting of a total of three acres on Lieutenant Island from Rodney Avery to Rodney Avery and Shiela Avery.

Civetta stated that this was a husband-and-wife team and had no issues.

Board Member Wolf Moved; Board Member Sayre seconded; and it was voted to approve the transfer of shellfish grant license #'s 01-01 and 01-01 EXT. consisting of approximately three acres total on Lieutenant Island from Rodney Avery to Rodney Avery and Sheila Avery.

Roll Call Vote: 4-0-1

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

Roll Call Vote: 4-0-1

D. Chair Carboni opened the public hearing.

Assignment of shellfish grant license #851 consisting of approximately one acre on Field Point to the October 17, 2023, lottery winner Devon Nunez.

Board Member Sayre Moved, Board Member Wolf Seconded; and it was voted to approve the application form Devon Nunez for shellfish grant license #851 consisting of approximately one acre on Field Point, for which she was selected in a lottery on October 17, 2023, for a term of two-years to expire April 30, 2025.

Roll Call Vote: 4-0-1

Board Member Sayre moved; Board Member Wolf Seconded; and it was voted to close the public hearing.

Roll Call Vote: 4-0-1

E. Chair Carboni opened the public hearing.

Assignment of shellfish grant license #01-06-B1 consisting of approximately 1.5 acres off Indian Neck to the October 17, 2023, lottery winner Daniel Ho.

Board Member Curley Moved; Board Member Sayre Seconded; and it was voted to approve the application from Daniel Ho for shellfish grant license #01-06-B1 consisting of approximately 1.5 acres off Indian Neck, for which he April 30, 2025.

Roll Call Vote: 4-0-1

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

Roll Call Vote: 4-0-1.

F. Chair Carboni opened the public hearing.

Assignment of shellfish grant license #01-06-B2 consisting of approximately 1.5 acres off Indian Neck to the October 17, 2023, lottery winner Raymond Rowell.

Board Member Curley Moved; Board Member Wolf Seconded; and it was voted approve the application from Raymond Rowell for shellfish grant license #01-06-B2 consisting of approximately 1.5 acres off Indian Neck, for which he was selected in a lottery on October 17, 2023, for a term of 2 years to expire April 30, 2025.

Roll Call Vote: 4-0-1

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

Roll Call Vote: 4-0-1

G. Chair Carboni opened the public hearing.

Assignment of shellfish grant license #792-B1 consisting of approximately 1.5 acres off Indian Neck to the October 17, 2023, lottery winner Zack Doucette.

Board Member Curley Moved; Board Member Wolf Seconded; and it was voted to approve the application from Zack Doucette for shellfish grant license #792-B1 consisting of approximately 1.5 acres off Indian Neck, for which he was selected in a lottery on October 17, 2023, for a term of 2 years, to expire April 30, 2025.

Board Member Sayre Moved; Board Member Curley seconded; and it was voted to close the public hearing.

Roll Call Vote: 4-0-1

H. Chair Carboni opened the public hearing.

Assignment of shellfish grant license #792-B2 consisting of approximately 1.5 acres off Indian Neck to the October 17, 2023, lottery winner Francis Travers. **Board Member Curley Moved; Board Member Wolf Seconded; and it was voted to approve the application from Fank Travers for shellfish grant license #792-B2 consisting of approximately 1.5 acres off Indian Neck, for which he was selected in a lottery on October 17, 2023, for a term of 2 years to expire April 30, 2025.**

Roll Call Vote: 4-0-1

Board Member Sayre moved; Board Member Curley Seconded; and it was voted to close the public hearing.

Roll Call Vote: 4-0-1

Brunt questioned if the Constable advertised these hearings. The board discussed if they wanted to get into this discussion.

II. *FY 2024 Goals*

A. Selectboard Goals, review and prioritize town wide goals.

Chair Caroni asked Waldo to introduce the process for the goals. Waldo began to say that these goals are set by the selectboard and delegated to him with importance. He stated that he has worked on three goals that the board had set for him. Hiring and maintaining staff.

He spoke about the goals that were important to him and where he wanted it to go. He spoke about funding and where the funding and revenues were coming from. He spoke about budgets for department heads and them being able to call the administration or accounting department up and ask how much was left in a certain budget the town is now able to do that.

He spoke about focusing on an IT director position and maybe utilizing a regional approach with the town of Eastham. He spoke about the watershed permit and the presentation that was given last week at the meeting. He stated it is important. He stated the wastewater initiative and taking things to the next level, coming up with plans, coming up with a financial model and the implications that it will have for the town.

He spoke lastly of Maurice's Campground needing a town planner and the ability to work with the planning committee.

Chair Carboni asked the board if they had thoughts. Sayre spoke about debt reduction and the need to reduce the debt. How to pay down the existing debt.

Chair Carboni asked him to summarize it as a goal, Sayre stated the goal needs to be communication to department heads and people he is in charge of implementing the best way to save money. Waldo explained a little more in detail that is the goal regarding debt for the town. The board continued to discuss debt and borrowing. Wolf brought up the marina and needed some maintenance that would be costly.

Curley spoke about goals and needing to set goals that the town administrator can achieve and move towards. He spoke about fees for all the departments and raising them stating that the transfer stating stated they would come back in front of the board with a revised plan. He stated the board and administrator need to

start looking at those goals. Specifically, Marina, Transfer station, Building, the goal would be to bring revised fee structures to the board.

Chair Carboni asked if Curley had any more goals, Curley stated performance reviews direct reports (department heads). For the town administrator to conduct performance reviews of the staff that directly report to the town administrator.

Develop a schedule to conduct regular performance reviews.

Ahern yelled at the administrator that he needed to do it. The board called a point of order, Ahern continued to yell until she left the room.

The board continued to discuss performance reviews, and the process.

DeVasto spoke mainly about the hiring process and hiring the essential positions for the town. HE stated there are a lot of balls in the air for the town, he also stated that there are a lot of great town employees, and he wants to maintain the staff.

The board listed the goals and discussed them at great length.

Morse spoke to the board and stated that he read the DLS report and stated they recommended a structure. He spoke about the importance of the finance department. Waldo spoke to the comments made by Morse.

Tansey spoke to the board about the hiring process. He spoke about the retention rating and why the rating is poor. Waldo addressed the issues that were brought up by Tansey.

Brunt asked about the hire for treasurer who was on that team, she also asked about the personnel board.

Curley addressed the issues about the personnel board stating they have tried to no avail. Chair Carboni spoke about the charge of the personnel board, stating they don't have anything to do with the hiring process. Waldo stated that because there is a human resource director, the personnel board doesn't need to exist any longer.

III. ***FY2025 Budget Policy***

A. Policy Statement and Management Goals to be reviewed and discussed.

The board moved on to setting the budget policy. Curle presented the board with the policy stating that the board's role is to guide the town administrator on creating the budget for the upcoming fiscal year.

Curley corrected Maurice's Campground revenue, and stated the section he has in there needs to be struck out.

DeVasto spoke about budget changes.

Waldo gave some corrections to the policy.

The board discussed some changes and corrections.

The board moved on to management goals, Curley stated that the stabilization fund asked if Rich Bienvenue could serve as a Finance Director for both towns.

Wolf stated that the board needs to keep this as a goal.

DeVasto asked about fully funding the stabilization fund. He stated that he doesn't think they should remove the goal but maybe put an asterisk next to it.

They discussed other goals for the town.

Sayre brought up opioid funds, and the use of them.

DRAFT Amended *** A full recording of this meeting can be found on the town's website***

Board Member Curley Moved; Board Member DeVasto Seconded and it was voted to approve and issue the selectboards FY25 financial policy and goals as amended.

Roll Call Vote: 5-0

IV. *Adjournment*

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

Roll Call Vote: 5-0

The meeting adjourned at 8:45pm



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 05, 2023

XII

ADJOURNMENT

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