



Wellfleet Selectboard

Note: Start Time of 7pm

The Wellfleet Selectboard will hold a public meeting on **Tuesday, October 13, 2020, at 7:00 p.m.** **This meeting will be held via Zoom Video Conference** in accordance with the temporary suspension and enhancement of the Open Meeting Law requirements by Governor Baker. Instructions for a Zoom video conference meeting which also allows phone dial-in are given below:

1. Watch a livestream on Wellfleet's YouTube Channel located at the following link:
www.youtube.com/c/wellfleettownmedia.
2. Join the meeting hosted in Zoom by using the following link:
<https://zoom.us/j/98788085014?pwd=VjN4bGtBaml4YmtGQjNiZEFUVk1QZz09>
3. Audio, video, chat, and screen sharing functions will be disabled during the public session. Request to participate by using the "raise hand" function. **Meeting ID: 987 8808 5014 | Passcode: 063835**
 - a. Raise hand in smartphone app – touch bottom of your screen and select "more" - hit "raise hand" button
 - b. Raise hand on computer – hit "participants" button on bottom of screen – hit "raise hand" button on bottom of participants panel
 - c. Please make sure you properly identify yourself before speaking, rename yourself by selecting the participants button and choosing "more" (or by holding down on your name on a smartphone app) and selecting "rename" - full, legal names only.
 - d. Please join the meeting on time.
4. You may also listen to the meeting by calling in on a phone to +1 929 205 6099 and enter **Meeting ID: 987 8808 5014 | Passcode: 063835** Landline callers can participate by **dialing *9 to raise their hand**.
5. You may submit questions and comments to the Town using the following email:
executive.assistant@wellfleet-ma.gov Comments made during the meeting via e-mail will be sent to Selectboard members AFTER the meeting.
6. Meeting materials are attached to this agenda, available online at Wellfleet-ma.gov. It is recommended that phone participants access materials in advance of the meeting.
7. **Please follow the following general instructions:**
 - a. Keep your phone muted at all times when not talking; no one is allowed to unmute themselves during the meeting.
 - i. Selectboard meetings are NOT interactive. If public comments are allowed that's all, comments only, not questions.
 - ii. If the Chair is allowing comments during the meeting the number of comments will be limited and may be **no longer than one minute**.
 - b. Do not use speakerphone; do not use Bluetooth devices; mute all background noise.
 - c. Please do not speak until the Chair asks for public comments or questions and you have been recognized by the moderator and unmuted.
 - d. After the business section is complete no public comments are permitted. Future agenda items are from the Selectboard, no one else.
8. It is anticipated that the meeting will be recorded by the Town. Anyone else desiring to record the meeting may do so only after notifying the chair and may not interfere with the conduct of the meeting in doing so.

I. **Announcements, Open Session and Public Comments**

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

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

A. Comprehensive Wastewater Management Planning Committee – Update

- B. Marina Advisory Committee – Sam Peper
- C. Bike and Walkways – Lance Miller
- D. Library Board of Trustees – Robert Shreefter
- E. Approval of Community Preservation Act Grant Agreement – Wellfleet Historical Society and Museum
- F. Approval of Community Preservation Act Grant Agreement – Lower Cape Community Development Partnership
- III. **COVID-19 Updates and Recommendations**
- A. Update on Staff Return-to-Work Plan
- IV. **Business**
- A. Approval of Contract with the MA Environmental Trust (MET) for the restoration of fish passage along the Upper Herring River [Health/Conservation Agent]
- B. Woodland Fire Management [Curley]
- C. Sign the November 3rd Election Warrant
- D. FY 2021 Selectboard Goals
- E. Review and approval of letter to National Seashore Superintendent, re: Bike Trail Projects [Chair]
- F. Review of Chosen Applicant for Building Inspector, per Section 5.4.2 of the Town Charter
- V. **Selectboard Reports**
- VI. **Town Administrator’s Report**
- VII. **Topics for Future Discussion**
- VIII. **Correspondence and Vacancy Reports**
- IX. **Minutes**
- A. September 30, 2020
- B. October 5, 2020
- X. **Adjournment**



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: October 13, 2020

II

BOARD/COMMITTEE APPOINTMENTS AND UPDATES – A

REQUESTED BY:	Chair
DESIRED ACTION:	Comprehensive Wastewater Management Planning Committee – Update
PROPOSED MOTION:	N/A – Update
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: October 13, 2020

II

BOARD/COMMITTEE APPOINTMENTS AND UPDATES - B

REQUESTED BY:	Principal Clerk
DESIRED ACTION:	Appointment of Sam Peper to the Marina Advisory Committee
PROPOSED MOTION:	I move to appoint Sam Peper to the Marian Advisory Committee for a term ending June 30, 2021.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



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

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

FILL OUT THE FORM BELOW and mail to:

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

Name Sam H. Peper Date August 19, 2020

Mailing Address Wellfleet MA 02667

Phone (Home) — (cell) 508-361-9659

E-mail shpeper@gmail.com

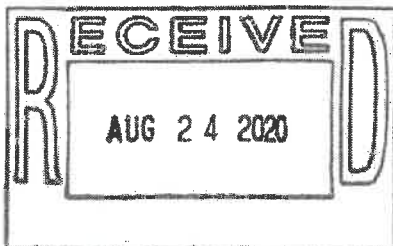
1) Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: I served 10 years on the Town of Wellfleet

Finance Committee, including 2 years as chairman. Also I have 35 plus years experience as a finance professional in public accounting, commercial real estate and pharma/biotech industries.

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

BS Accounting Bentley University. CPA (expired) in MA
Life long sailor/boater. Currently own a 24' center console motor boat. Primary home in Norwell MA but live in Wellfleet about 70% of the time

- 1) Committees/Boards of Interest: 1) Finance Committee
 2) Marina Advisory Committee
 3) _____





SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: October 13, 2020

II

BOARD/COMMITTEE APPOINTMENTS AND UPDATES – C

REQUESTED BY:	Principal Clerk
DESIRED ACTION:	Appointment of Lance Miller to the Bike and Walkways Committee
PROPOSED MOTION:	I move to appoint Lance Miller to the Bike and Walkways Committee for a term ending June 30, 2022.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



TOWN OF WELLFLEET
APPLICATION FOR TOWN BOARDS & COMMITTEES MEMBERSHIP

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

FILL OUT THE FORM BELOW and mail or bring it to:
Wellfleet Selectmen's Office, Town Hall, 300 Main Street, Wellfleet, MA 02667

Name Lance A. Miller Date 1 Oct 2020

Mailing Address: S. Wellfleet, MA 02663

Phone (Home) N.A. (cell) 508-364-4080

E-mail lancish@alum.mit.edu

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

I managed the successful transformation of a railway museum in Brewster, NY into a performing arts theater. The biggest lesson for me was how important it was to really understand and honor all the competing views. I would take care to apply that lesson as a member of the committee.

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

I am comfortable with spreadsheets and programming, also with building computer models and information systems, and these skills could be useful for evaluating different approaches and providing accessible information to all the interested parties.

I strongly believe in the importance of developing a bike-trail extension through Wellfleet and increasing the walkways. I am a new resident of Wellfleet and want to continue trying to contribute to the community I live in. I have a good and open mind, time, and energy to apply to the proper development of the committee's mission.

Committees/Boards of Interest: 1) Bicycle and Walkways

2) _____

3) _____



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: October 13, 2020

II

BOARD/COMMITTEE APPOINTMENTS AND UPDATES – D

REQUESTED BY:	Principal Clerk
DESIRED ACTION:	Appointment of Robert Shreefter to the Library Board of Trustees
PROPOSED MOTION:	I move to appoint Robert Shreefter to the Library Board of Trustees to fill a term, until an election can be held in.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

The Library Board of Trustees is an elected board. According to the Charter, 4-1-3 *Vacancies on committees, established under Chapter 4 of this Charter and appointed by the Selectboard, except the Selectboard, shall be filled in accordance with the provisions of MGL Chapter 41, Section 11:*

MGL Chapter 41, Section 11: As used in this section, the term "vacancy" includes a failure to elect. If a vacancy occurs in any town office, other than the office of selectman, town clerk, treasurer, collector of taxes or auditor, the selectmen shall in writing appoint a person to fill such vacancy. If there is a vacancy in a board consisting of two or more members, except a board whose members have been elected by proportional representation under chapter fifty-four A, the remaining members shall give written notice thereof, within one month of said vacancy, to the selectmen, who, with the remaining member or members of such board, shall, after one week's notice, fill such vacancy by roll call vote. The selectmen shall fill such vacancy if such board fails to give said notice within the time herein specified. A majority of the votes of the officers entitled to vote shall be necessary to such election. The person so appointed or elected shall be a registered voter of the town and shall perform the duties of the office until the next annual meeting or until another is qualified.



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

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

FILL OUT THE FORM BELOW and mail it to:

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

Name ROBERT SHREEFTER Date 10/05/20

Mailing Address _____
Wellfleet, MA 02667

Phone (Home) _____ (cell) 617-270-8253

E-mail rshreeft@lesley.edu

Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: I've served on the library art

committee; was on the board of the
library in 2016, but I did not complete
my term; I've been on numerous hiring committees
at my job at Lesley University;

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

Committees/Boards of Interest: 1) Library
2) _____
3) _____



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: October 13, 2020

II

BOARD/COMMITTEE APPOINTMENTS AND UPDATES – E

REQUESTED BY:	CPC Coordinator
DESIRED ACTION:	Approval and Signature of Community Preservation Act Grant Agreement with the Wellfleet Historical Society and Museum
PROPOSED MOTION:	I move to approve the Community Preservation Act Grant Agreement with the Wellfleet Historical Society and Museum and authorize the Board to sign it.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

WELLFLEET, MASSACHUSETTS
COMMUNITY PRESERVATION ACT
GRANT AGREEMENT FOR

Wellfleet Historical Society and Museum, Inc.

This GRANT AGREEMENT (“Agreement”) is made on this 1st day of October, 2020, by and between the Town of Wellfleet, a municipal corporation duly organized under the laws of Massachusetts and having its usual place of business at Wellfleet Town Hall, 300 Main Street, Wellfleet, MA 02667, acting by and through its Board of Selectmen (the “Town”), and the Wellfleet Historical Society and Museum, Inc., having an address of 266 Main Street, Wellfleet, MA 02667 (the “Grantee”).

WITNESSETH:

WHEREAS, the Wellfleet Community Preservation Committee (the “CPC”) invited submission of proposals for grants of funds for purposes consistent with the Community Preservation Act, G.L. c. 44B (the “Act”); and

WHEREAS, the Grantee submitted a proposal in response thereto (the “Proposal”), and the CPC reviewed and approved the Proposal and recommended that Town Meeting vote to appropriate from the Community Preservation Fund the sum of Three Hundred Fifty Thousand Dollars and No Cents (\$350,000.00) to be used for the purpose of the restoration of the mid-section of 262 Main Street (the “Property”) for use by the Grantee and the public as a historical society and museum (the “Project”); and

WHEREAS, the Wellfleet Town Meeting thereafter appropriated the funds recommended by the CPC for the Project and authorized the Town to enter into a grant agreement with the Grantee for the purposes set forth in the Proposal.

NOW THEREFORE, the Town and the Grantee agree as follows:

1. Funding. As recommended by the CPC under Article 15 of the September 12, 2020 Town Meeting, and as appropriated by said Town Meeting, the Town shall grant to the Grantee the sum of Three Hundred Fifty Thousand Dollars and No Cents (\$350,000.00) (the “Funds”) on the condition that the Grantee shall use the Funds only for the purposes of the Project, as set forth more particularly in the Proposal and the documents attached thereto and in accordance with the terms of this Grant Agreement.
2. Conditions. The Funds provided pursuant to Section 1 above are subject to the following terms and conditions:

- a) Work on the Project must commence within ninety (90) days from the Commencement Date, the date this Agreement is fully executed. All work must be done within three (3) years from the Commencement Date (the "Completion Date"), unless the Town, acting through its Board of Selectmen, grants an extension for good cause shown.
 - b) Excess or unused Funds will be returned to the Community Preservation Fund if the Project has not begun or the Project has not been completed as provided for in Section 2(a). The Board of Selectmen may grant extensions for these terms for good cause shown, upon review at a public meeting.
 - c) Terms of the Preservation Restriction Agreement between the Grantee and the Town, dated April 18, 2018, recorded in the Barnstable Registry of Deeds Book 31238 Page 311, shall apply to the Project.
 - d) The Grantee shall seek the approval of, and work closely with, the Town in the implementation of the Project.
 - e) Grantee shall perform the work in accordance with "The Secretary of the Interior's Standards for the Treatment of Historic Properties" (36 CFR 67 and 68), as these may be amended from time to time.
3. Contact. The Grantee shall identify in writing a contact person responsible for administration of the Project and a second person, authorized to act if the contact person is unavailable. Name, address, telephone number(s) and e-mail address, if any shall be provided for both contact persons. As of the date of this Agreement, the Grantee contacts shall be Brad Williams and John Ketcham of the Wellfleet Historical Society and Museum, Inc. Upon execution of this Agreement, Grantee shall provide the additional information necessary for compliance with this Section.
 4. Budget/Other Sources of Funding. Prior to the commencement of any work, the Grantee must submit a complete budget for the Project, including all final bids that account for: (a) the expenditure of all Funds awarded under this Agreement, and (b) all other sources of funding, if necessary, to complete the Project as described herein. Reimbursement for monies spent will not commence unless sufficient sources of funding have been secured to complete the Project, and the Project budget has been approved by the Town. The Town's approval shall not be unreasonably withheld. If the Town determines that Funds have been spent on goods and/or services not included in the Project budget or otherwise not authorized under the Act, reimbursement may not be authorized, or if the Funds have already been provided pursuant to this Agreement, the Grantee shall reimburse the Town for any such unauthorized expenditure, said funds to be returned to the Community Preservation Fund.
 5. Liability of the Town. The Town's liability hereunder shall be to make the payment specified in Section 1 of this Agreement, provided that the conditions set

forth in Sections 2 and 10 are followed, and the Town shall be under no further obligation and shall have no further liability. Nothing in this Agreement shall be construed to render the Town or any elected or appointed official or employee of the Town, or their successors in office, personally liable for any obligation under this Agreement.

6. Indemnification. The Grantee shall indemnify, defend, and hold the Town and its departments, officers, employees, servants and agents harmless from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses, including attorneys' fees, arising out of or relating to the Grantee's performance of the Project, the condition of the Property, or the negligence or misconduct of the Grantee or the Grantee's agents or employees.
7. Inspections and Reports. The Grantee shall submit the Town with progress reports at three (3) month intervals beginning ninety (90) days from the date this Agreement is signed, for so long as the Funds remain unexpended, and with a final report, including digital photographs and other documents, within thirty (30) days of the Completion Date. All documents, including, but not limited to, photographs and videos, submitted to the Town shall become the property of the Town and shall be available for use by the Town and available to the public under the Massachusetts Public Records Law.
8. Project Application. The Grantee's Project application shall be subject to such conditions that the Town may impose upon the award of the Grant, which shall be attached to the application. The Town reserves the right to review all final plans for compliance with CPA guidelines and for their concurrence as to the reasonableness of the scope of work items in order to accomplish the stated Project goals.
9. Record Keeping. The Grantee agrees to keep, for a period of six (6) years after the Project is completed, such records with respect to the utilization of the Funds as are kept in the normal course of business and such additional records as may be required by the Town or the CPC. The Grantee further agrees to make these records available to the Town upon request.
10. Payments. Provided that the Restriction has been recorded in compliance with the terms of this Agreement, the Town shall disburse the Funds during the construction of the Project, which disbursements shall be apportioned based on the work done and made no more than once a month and paid only upon the presentment of detailed invoices from the Grantee or the Grantee's contractor listing in detail the work performed and the cost thereof. The Town shall have the right to ask for supplementary information, including documentation from the restoration contractor confirming the extent of the work performed. Prior to any payment, the Town shall have the right to enter the Property to inspect the work. No payment shall be made until the Town reasonably determines that the work has been done in a good and workmanlike manner and substantially in compliance with the Proposal and this Agreement. The Grantee shall use the Funds only for

the purpose of constructing the Project. The entire cost of constructing the Project in excess of the Funds shall be paid by Grantee. Notwithstanding anything herein to the contrary, if the actual total cost of the Project is less than the Funds (the difference between the two amounts referred to hereinafter as the "Excess"), the Town shall have no obligation to pay the Excess.

11. Successors and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. The Grantee shall not assign, subcontract or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town.
12. Termination. In the event the Grantee fails to fulfill all obligations under the terms of this Agreement, as determined by the Town, and such failure is not cured within forty-five (45) days after the Town has given written notice to the Grantee specifying such failure, the Town shall have the right, in its sole discretion, to terminate this Agreement upon written notice to the Grantee. Upon receipt of said termination notice, the Grantee shall cease to incur additional expenses in connection with this Agreement. Upon termination, the Town shall be free to pursue any rights or remedies provided within this Agreement, including without limitation, recapture of Funds as set forth in Section 13 below. Upon the expiration or earlier termination of this Grant Agreement, all rights and obligations of the parties hereunder shall expire and be of no further force and effect, except that the provisions of Sections 5, 6, 9, 12, 13, and 17 shall survive said expiration or earlier termination.
13. Return of Funds. In the event the Grantee fails to fulfill all obligations under the terms of this Agreement and this Agreement is terminated pursuant to Section 12, any Funds granted to the Grantee under this Agreement and not yet expended shall be returned forthwith to the Town without further expenditure thereof. If the Grantee fails to fulfill its obligations under the terms of this Agreement as a result of negligent or intentional acts or omissions of the Grantee, its agents, employees, contractors or invitees, the Grantee shall be liable to repay to the Town the entire amount of the Funds provided under this Agreement, and the Town may take such steps as are necessary, including legal action, to recover such Funds. Any Funds so returned or recovered shall be placed in the Town's Community Preservation Fund. In the event that the Town takes legal action under this Agreement, the Grantee shall pay any and all costs, including reasonable attorneys' fees, expended by the Town for the enforcement of this Agreement.
14. Compliance with Laws. The Grantee shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the Project, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required in connection with the Project. No local permit or license is waived by the award of this Grant or by this Agreement.

15. Notice. Any and all notices, or other communications required or permitted under this Agreement shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
16. Community Preservation Act Awareness. Upon completion of the Project, the Grantee agrees to post, at a location mutually acceptable to the parties, a permanent sign stating that the Project was funded through the Community Preservation Fund program. The Grantee shall also identify that the Project was funded through the Town of Wellfleet in its written materials about the Project, including press releases, brochures, and similar materials.
17. Severability. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Grantee submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.


[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the day and year first written above.

TOWN OF WELLFLEET
By Its Selectboard

GRANTEE
Wellfleet Historical Society
and Museum, Inc.

Michael Devasto, Chair

By: 
Name: Brad Williams
Title: Interim President

Justina Carlson

By: 
Name: John Ketchum
Title: Treasurer

Ryan Curley

Janet Reinhart

Helen Miranda Wilson



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: October 13, 2020

II

BOARD/COMMITTEE APPOINTMENTS AND UPDATES – F

REQUESTED BY:	CPC Coordinator
DESIRED ACTION:	Approval and Signature of Community Preservation Act Grant Agreement with the Lowe Cape Community Development Partnership
PROPOSED MOTION:	I move to approve the Community Preservation Act Grant Agreement with the Lowe Cape Community Development Partnership and authorize the Board to sign it.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea ____ Nay ____ Abstain ____

WELLFLEET, MASSACHUSETTS
COMMUNITY PRESERVATION ACT
GRANT AGREEMENT FOR

Lower Cape Cod Community Development Corporation

This GRANT AGREEMENT (“Agreement”) is made on this ____ day of _____, 2020 (the “Commencement Date”), by and between the **Town of Wellfleet**, a municipal corporation duly organized under the laws of Massachusetts and having its usual place of business at Wellfleet Town Hall, 300 Main Street, Wellfleet, MA 02667, acting by and through its Board of Selectmen (the “Town”), and the **Lower Cape Cod Community Development Corporation dba Community Development Partnership**, having an address of 3 Main Street Mercantile, Unit 7, Eastham, MA 02642 (the “Grantee”).

WITNESSETH:

WHEREAS, the Wellfleet Community Preservation Committee (the “CPC”) invited submission of proposals for grants of funds for purposes consistent with the Community Preservation Act, G.L. c. 44B (the “Act”); and

WHEREAS, the Grantee submitted a proposal in response thereto (the “Proposal”), and the CPC reviewed and approved the Proposal and recommended that Town Meeting vote to appropriate from the Community Preservation Fund the sum of Seven Thousand, Five Hundred Dollars and No Cents (\$7,500.00) to be used for the purpose of contributing to the Cape Housing Institute for use by the Grantee and the public for Lower Cape Cod Community Development Partnership Corporation. (the “Project”); and

WHEREAS, the Wellfleet Town Meeting thereafter appropriated the funds recommended by the CPC for the Project and authorized the Town to enter into a grant agreement with the Grantee for the purposes set forth in the Proposal.

NOW THEREFORE, the Town and the Grantee agree as follows:

1. **Funding.** As recommended by the CPC under Article 14 of the September 12, 2020 Town Meeting, and as appropriated by said Town Meeting, the Town shall grant to the Grantee the sum of Seven Thousand, Five Hundred Dollars and No Cents (\$7,500.00) (the “Funds”) on the condition that the Grantee shall use the Funds only for the purposes of the Project, as set forth more particularly in the

Proposal and the documents attached thereto, and in accordance with the terms of this Grant Agreement.

2. Conditions. The Funds provided pursuant to Section 1 above are subject to the following terms and conditions:
 - a) Work on the Project must commence within one (1) year from the Commencement Date. All work must be done within two (2) years from the Commencement Date (the "Completion Date"), unless the Town, acting through its Board of Selectmen grants an extension for good cause shown.
 - b) Excess or unused Funds will be returned to the Community Preservation General Fund if the Project has not begun or the Project has not been completed as provided for in Section 2(a). This transfer will occur at the end of the then current fiscal year and will be verified for redistribution by the Department of Revenue. The Board of Selectmen may grant extensions for these terms for good cause shown, upon review at a public meeting.
 - c) The Grantee agrees to use the Funds solely for the Cape Housing Institute program.
 - d) The Grantee shall seek the approval of, and work closely with, the Town in the implementation of the Project.
3. Contact. The Grantee shall identify in writing a contact person responsible for administration of the Project and a second person, authorized to act if the contact person is unavailable. Name, address, telephone number(s) and e-mail address, if any shall be provided for both contact persons. As of the date of this Agreement, the Grantee contact shall be Ann Robinson and Jay Coburn of the Grantee. Upon execution of this Agreement, Grantee shall provide any additional information necessary for compliance with this paragraph.
4. Budget/Other Sources of Funding. Prior to the commencement of any work, the Grantee must submit a complete budget for the Project, including all final bids that account for: (a) the expenditure of all Funds awarded under this Grant Agreement, and (b) all other sources of funding necessary to complete the Project as described herein. Reimbursement for monies spent will not commence unless sufficient sources of funding have been secured to complete the Project, and the Project budget has been approved by the Town. The Town's approval shall not be unreasonably withheld. If the Town determines that Funds have been spent on goods and/or services not included in the Project budget or otherwise not authorized under the Act, reimbursement may not be authorized, or if the Funds have already been provided pursuant to this Agreement, the Grantee shall reimburse the Town for any such unauthorized expenditure, said funds to be returned to the Community Preservation Fund.

5. Liability of the Town. The Town's liability hereunder shall be to make the payment specified in Section 1 of this Agreement, provided that the conditions set forth in Sections 2 and 10 are followed, and the Town shall be under no further obligation and shall have no further liability. Nothing in this Grant Agreement shall be construed to render the Town or any elected or appointed official or employee of the Town, or their successors in office, personally liable for any obligation under this Agreement.
6. Indemnification. The Grantee shall indemnify, defend, and hold the Town and its departments, officers, employees, servants and agents harmless from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses, including attorneys' fees, arising out of or relating to the Grantee's performance of the Project, or the negligence or misconduct of the Grantee or the Grantee's agents or employees.
7. Inspections and Reports. The Grantee shall submit semi-annual progress reports to the Town, beginning thirty (30) days from the date this Agreement is signed, for as long as the Funds remain unexpended, and a final report, including digital photographs and other documents, if applicable, within thirty (30) days of the Completion Date. All documents, including, but not limited to, photographs and videos, submitted to the Town shall become the property of the Town and shall be available for use by the Town and available to the public under the Massachusetts Public Records Law.
8. Project Application. The Grantee's Project application shall be subject to conditions that the Town may impose upon the award of the Grant, which shall be attached to the application. The Town reserves the right to review all final plans for compliance with CPA guidelines and for their concurrence as to the reasonableness of the scope of work items in order to accomplish the stated project goals.
9. Record Keeping. The Grantee agrees to keep, for a period of six (6) years after the Project is completed, such records with respect to the utilization of the Funds as are kept in the normal course of business and such additional records as may be required by the Town or the CPC. The Grantee further agrees to make these records available to the Town upon request.
10. Payments. The Town shall disburse the Funds during the duration of the Project, which disbursements shall be apportioned based on the work done and be made no more than once a month and paid only upon the presentment of detailed invoices from Grantee. No payment shall be made until the Town reasonably determines that the work has been done in compliance with the Proposal.
11. Successors and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. The Grantee shall not assign,

subcontract or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town.

12. Termination. In the event the Grantee fails to fulfill all obligations under the terms of this Agreement, as determined by the Town, and such failure is not cured within forty-five (45) days after the Town has given written notice to the Grantee specifying such failure, the Town shall have the right, in its sole discretion, to terminate this Agreement upon written notice to the Grantee. Upon receipt of said termination notice, the Grantee shall cease to incur additional expenses in connection with this Agreement. Upon termination, the Town shall be free to pursue any rights or remedies provided within this Agreement, including without limitation, recapture of Funds as set forth in Section 13 below. Upon the expiration or earlier termination of this Grant Agreement, all rights and obligations of the parties hereunder shall expire and be of no further force and effect, except that the provisions of Sections 5, 6, 9, 12, 13, and 17 shall survive said expiration or earlier termination.
13. Return of Funds. In the event the Grantee fails to fulfill all obligations under the terms of this Agreement and this Agreement is terminated pursuant to Section 12, any Funds granted to the Grantee under this Agreement and not yet expended shall be returned forthwith to the Town without further expenditure thereof. If the Grantee fails to fulfill its obligations under the terms of this Agreement as a result of negligent or intentional acts or omissions of the Grantee, its agents, employees, contractors or invitees, the Grantee shall be liable to repay to the Town the entire amount of the Funds provided under this Agreement, and the Town may take such steps as are necessary, including legal action, to recover such Funds. Any Funds so returned or recovered shall be placed in the Town's Community Preservation Fund. In the event that the Town takes legal action under this Agreement, the Grantee shall pay any and all costs, including reasonable attorneys' fees, expended by the Town for the enforcement of this Agreement.
14. Compliance with Laws. The Grantee shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the Project, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required in connection with the Project. No local permit or license is waived by the award of this Grant or by this Agreement.
15. Notice. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

16. Community Preservation Act Awareness. The Grantee shall also identify that the Project was funded in part through the Town of Wellfleet in its written materials about the Project, including press releases, brochures, website notices and similar materials.
17. Severability. If any term or condition of this Grant Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Grantee submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the day and year first written above.

TOWN OF WELLFLEET,
By Its Selectboard

GRANTEE
Lower Cape Cod Community
Development Corporation

Michael Devasto
Chair

By: _____
Jay Coburn
Chief Executive Officer

Justina Carlson

By: _____
Steve Cole
Treasurer

Ryan Curley

Janet Reinhart

Helen Miranda Wilson



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: October 13, 2020

III

COVID-19 UPDATES AND RECOMMENDATIONS – A

REQUESTED BY:	Chair
DESIRED ACTION:	Update on Staff Return-to-Work Plan
PROPOSED MOTION:	N/A – Update
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: October 13, 2020

IV

BUSINESS – A

REQUESTED BY:	Health and Conservation Agent
DESIRED ACTION:	Approval of Contract with the MA Environmental Trust (MET) for the restoration of fish passage along the Upper Herring River
PROPOSED MOTION:	I move to approve the Contract with the MA Environmental Trust (MET) for the restoration fish passage along the Upper Herring River, and authorize the Town Administrator to sign it.
ACTION TAKEN:	Moved By: _____ Secoded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

Memo

To: Maria Broadbent
From: Hillary Greenberg
cc: Selectboard
Date: October 6, 2020
Re: Signature of Contract with Massachusetts Environmental Trust (MET)

The Town of Wellfleet has been awarded \$38,320 to design two improved stream crossings on the upper Herring River that currently limit estuarine habitat continuity for river herring and many other aquatic animals between Cape Cod Bay, the river main stem, and its headwater freshwater ponds. The project is complementary to the larger effort to restore tidal flow to the 1000-acre lower Herring River estuary and marshes. The culverts are beyond the extent of historic tidal flow thus their replacement is not part of the Herring River Restoration Project. Funding for permitting and construction will therefore be sought separately. These stream crossings are essential to system connectivity and specifically the life histories of a whole group of diadromous animals, including the river's namesake herring. This project has the full support of the Cape Cod National Seashore and private abutters.

The proposal is to fund a complimentary effort to design and eventually replace two road/stream crossings in the upper watershed at School House Hill Road and Old Kings Highway. Both culverts are small, in poor condition and have been shown to impede the spring spawning run of Alewife and Blueback Herring.



Inlet to Schoolhouse Hill Road Culvert
(J. Portnoy 2019)



Inlet to Old Kings Highway Culvert
(J. Portnoy 2019)

The funding is being provided by the Massachusetts Environmental Trust through funds collected through its environmental-themed specialty license plates. The Massachusetts Environmental Trust (MET), housed within the Executive Office of Energy and Environmental Affairs (EEA), was established in 1988 as part of the Boston Harbor cleanup. MET operates as an independent entity without tax dollars or legislative appropriations and is governed by a board of trustees appointed by the Secretary of Energy and Environmental Affairs. MET is funded by the sales of the

state's three environmentally themed specialty license plates: the Right Whale & Roseate Terns Plate, the Leaping Brook Trout Plate and the Blackstone Valley Mill Plate.

The contract and supporting documents are included for your signature and review.



Town of Wellfleet
Conservation Commission
220 West Main Street
Wellfleet, MA 02667
Attention: John Portnoy

Dear John:

The Massachusetts Environmental Trust Board of Trustees has made its funding decisions for the Fiscal Year 2021 *Drive for a Better Environment Grants Program*. I am pleased to inform you that the Trustees have chosen to award your organization \$38,320 over 1 year.

VERY IMPORTANT: If you feel that due to the lateness of the contracts being announced and your organization will need an additional six months to complete the work, please revise your budget to reflect the portion of funds you will be using in the FY22 fiscal year. Include this budget breakdown with your signed contract documents.

At this time, we must make you aware that revenue from the three environmental license plates has significantly declined in recent years. As a result, it has become increasingly difficult for the Trust to fund the number of excellent proposals we receive each year.

To that end, we now require that all organizations receiving a grant from the Trust not only display the Trust logos, but also provide a hyperlink to our website on their home web page for the duration of the project. Also don't forget to include MET in all press releases and published materials mentioning the project. Once completed, please keep the hyperlink available as part of the reference material for this project. If this is something that your organization already does, we thank you!

Board of Trustees
R.J. Lyman, Chairman

Dicken Crane
John P. DeVillars
Nathan L'Etoile
Arleen O'Donnell
Robert O'Leary
Jeffrey R. Porter, Esq.
Pamela Resor

Program Director
Kim Tilas

**Executive Office of Energy and
Environmental Affairs**
Katie Theoharides, Secretary

100 Cambridge Street, 9th Floor
Boston, MA 02114
617-626-1045
617-626-1181 fax
www.mass.gov/eea/met

All the documents required for signature are attached, as well as a contract checklist, credit and publicity information (including a sample press release), reporting and evaluation information, and a summary of other projects receiving funding from the Trust this fiscal year.

Please print out and read these documents carefully before signing all the original contract documents. Please scan the documents that require signature and email them back to me. Also, return only the documents that required a signature to this office via U.S. Postal Mail.

Upon receipt of your contract, it will be given to the Executive Office of Energy and Environmental Affairs for final execution, and a copy of the signed contract will be sent to you for your records.

One of the enclosed documents for signature is the **Attachment C: Conditions of Funding**. This document outlines the above-mentioned requirements regarding reports, invoicing, and payment. If a situation arises and a contract extension is required, we ask that you contact the Trust "60 days prior" to the original end date. We are happy to work with you at that point to adjust. If we do not hear from you, we must assume that you will be completing the project on time.

MET needs your support! Please remember to acknowledge the Trust in any publicity you receive regarding this grant. Part of your grant package includes an example of the Credit and Publicity requirements, and a sample press release. We are happy to email you samples of the logos for the Trust.

The Drive for a Better Environment Grants Program is funded solely through the sale of the three specialty plates – the Right Whale, the Leaping Brook Trout, and the Blackstone Valley Mill. Your acknowledgement of the Trust, and its specialty license plates, is the only way to ensure the sustainability of future funding.

Please contact the Trust with any questions/concerns you might have regarding the credit and publicity of this grant.

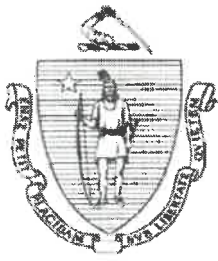
If your organization is having a fundraiser, MET wants to help. We can arrange for a MET specialty plate to be auctioned as part of your fundraising program. We ask that the initial cost of the plate \$60 and \$40 special plate fee be reimbursed to the Trust to cover the initial costs.

We look forward to working with you. If you have any questions, please do not hesitate to call.

Sincerely,

Kate McDermott
Program Coordinator
Kathleen.McDermott@mass.gov

Attachments/Enclosures



OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE • BOSTON, MA 02133
(617) 725-4000

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

Town of Wellfleet Conservation Commission
220 West Main Street
Wellfleet, MA 02667
Attention: John Portnoy

Dear John,

We are pleased to add our congratulations to you on receiving an award of \$38,320 from the Massachusetts Environmental Trust for your project "Restoration of Fish Passage along the Upper Herring River, Wellfleet, MA".

These awards originate with the thousands of motorists in Massachusetts that have purchased one of the Trust's three environmental license plates from the RMV. We thank each of them for their commitment to advancing the conservation and understanding of marine life and of aquatic ecological systems in the Commonwealth and, also thank you for putting those dollars to work.

If you have any questions about the administration of this grant, please feel free to contact Kim Tilas at the Massachusetts Environmental Trust.

Governor Charles D. Baker

Lt. Governor Karyn E. Polito

Handwritten signature of Charles D. Baker in black ink.

Handwritten signature of Karyn E. Polito in black ink.

Restoration of Fish Passage along the Upper Herring River, Wellfleet MA
Friends of Herring River, Wellfleet/Truro, Inc.
Massachusetts Environmental Trust FY21 *Drive for a Better Environment* Grants
Program Application (RFR# ENV 1 MET 01)

Project Summary

The Friends of Herring River (FHR) requests MET funding to design two improved stream crossings on the upper Herring River (Wellfleet) that currently limit estuarine habitat continuity for river herring and many other aquatic animals between Cape Cod Bay, the river main stem, and its headwater freshwater ponds. The proposed project is complementary to the larger effort to restore tidal flow to the 1000-acre lower Herring River estuary and marshes; however, because the culverts are beyond the extent of historic tidal flow, their replacement is not part of the Herring River Restoration Project. Funding for permitting and construction will therefore be sought separately. These stream crossings are essential to system connectivity and specifically the life histories of a whole group of diadromous animals, including the river's namesake herring. This project has the full support of the Cape Cod National Seashore and private abutters.

Background

Brief summary of organization's history, goals and key achievements: Friends of Herring River is a tax-exempt organization under Section 501(c)(3) of the IRS Code. Our mission is to promote the restoration and ongoing environmental vitality of the Herring River estuary in Wellfleet and Truro, MA, principally through the Herring River Restoration Project (the Project). The Project goal is to incrementally restore native tidal marsh habitat to 1,000 acres of the existing coastal flood plain, using an adaptive management approach guided by ecological and hydrodynamic monitoring and modeling. This proposal is to fund a complementary effort to design (and eventually replace) two road/stream crossings in the upper watershed at School House Hill Road (SHR) and Old Kings Highway (OKH). Both culverts are small, in poor condition and have been shown to impede the spring spawning run of Alewife (*Alosa pseudoharengus*) and Blueback Herring (*A. aestivalis*) (Alcott et al. , in prep).



Inlet to Schoolhouse Hill Road Culvert
(J. Portnoy 2019)



Inlet to Old Kings Highway Culvert
(J. Portnoy 2019)

Since its founding in 2008, FHR has been actively involved in public education and outreach initiatives. Project news and information are updated regularly on our website, and our electronic newsletter is sent to nearly 600 subscribers. The FHR Annual Meeting, public forums on specific Project activities, one-on-one meetings with stakeholders and the public, fact sheets and social media postings serve to keep the community up-to-date on the Project.

Over the past four years, FHR has been avidly engaged in Project planning and administration. FHR currently contracts with engineering, design and environmental study organizations to accomplish specific Project planning activities leading to final design, permitting and construction. These activities are conducted in close coordination with the Project partners, which include the Towns of Truro and Wellfleet, the National Park Service (NPS, acting through the Superintendent of the Cape Cod National Seashore), the U.S. Fish & Wildlife Service (USFWS), the National Oceanic and Atmospheric Administration (NOAA), the U.S.D.A. Natural Resources Conservation Service (NRCS) and the Massachusetts Department of Fish & Game Division of Ecological Restoration (MassDER).

Overview of organization's structure and programs, including board, staff and volunteer involvement: FHR is governed by a volunteer Board of Directors consisting of experienced community leaders who have considerable knowledge and a long history of involvement with the Project (see Board list, Attachment 6). Volunteers dedicate over 1500 hours annually in support of the FHR mission and activities. In partnership with the Association to Preserve Cape Cod (APCC), FHR initiated a volunteer herring count in Wellfleet that provides valuable monitoring data on the herring run in the Herring River. Annually, this monitoring involves about 30 volunteers totaling 300 hours; this investment is worth over \$7,500 annually. The FHR Board is supported full-time by an Executive Director, Project Manager and by a part-time Administrative Assistant.

Organization's qualifications to perform work proposed: In addition to the expertise and experience among our staff, Board members and other volunteers, we work in close

cooperation with and in support of the Herring River Restoration Committee (HRRC), a multi-agency group of scientists and community leaders established in 2007 through a memorandum of understanding between NPS and the Towns of Wellfleet and Truro. FHR continues to be actively engaged in bringing additional expertise and resources to the Project planning process. Currently, FHR is administering over \$1.7 million in Project funds provided by federal and state agencies, and is preparing federal and state budget proposals for the continuation of this work in FY 2019 and beyond.

Description of organization's constituents: FHR's constituents include residents, public officials and town organizations, property and business owners, visitors to the outer Cape, recreational and commercial resource users, including the fishers and shell fishers, and individuals and organizations with an interest in the restoration of coastal ecosystems. Constituents for this specific fish passage restoration/culvert replacement proposal, in addition to those mentioned above, include federal, state, Cape Cod regional and local decision makers and Herring River Restoration Project partners.

Project Description

Location: The Herring River extends from the northern head of Wellfleet Harbor to the east for five miles to four freshwater kettle ponds: Herring, Higgins, Williams and Gull Ponds. These ponds comprise 157 acres of spawning, nursery and feeding habitat for diadromous Alewives, Blueback Herring, White Perch (*Morone americana*) and American Eels (*Anguilla rostrata*) (see Map, Attachment 3). The 1100-acre coastal flood plain is the largest riverine coastal wetland within the Cape Cod National Seashore (CCNS) and one of the largest tidally-restricted estuaries in New England.

The focus of this proposal is two culverts and road crossings closest to the spawning ponds: the Herring River crossing at Old Kings Highway and the Patience Brook crossing at Schoolhouse Hill Road (Map - Appendix 3). According to NPS records, the Old Kings Highway crossing is 3/4 National Park Service (NPS) and 1/4 private (Walling-Hamburger Trust). At Patience Brook, NPS owns the west bank and the east bank is private; apparent Town ownership of (and responsibility for) the road and the culvert has to be confirmed. Thus, confirmation of ownership, right-of-way and access is included as a task in this proposal.

Description of the community and regional need(s) and challenges that this project will address: In its historic natural state, the Herring River supported a vibrant estuarine ecosystem and the largest diadromous fish run on outer Cape Cod (Belding 1921). Construction of the Chequessett Neck Road dike at the mouth of the river in 1909 and subsequent stream channelization and ditching for mosquito control eliminated tidal flow to the salt marsh, drained the wetlands and transformed the estuary into one of the Cape's most degraded natural resources. Catadromous American Eel and anadromous river herring have had to contend with the physical barriers of undersized culverts and unnaturally high stream velocities at the dike and upstream culverts, and with water-quality degradation induced by reduced tidal flushing and peat drainage, including water-column acidification and dissolved oxygen depletion. The total annual herring run, as estimated over the past decade by a volunteer sample census, is but a tenth of the annual harvest before the river was diked and drained. Now both Alewife and Blueback Herring

are Species of Special Concern due to declining populations throughout the Northeast, and a moratorium on taking these river herring remains in effect.

FHR has led a volunteer count of the spring herring migration since 2009, using a Massachusetts Division of Marine Fisheries (MassDMF) protocol. The average yearly count is 21,000 fish in passage upstream. FHR plans to continue this annual count in order to monitor benefits of culvert replacement and the incremental restoration of tidal exchange downstream. Over the years, the Town Herring Warden and volunteers have had to undertake emergency actions at failing upstream culverts to maintain the diadromous fish run in passable condition.

Studies indicate that the Herring River Restoration Project will restore normal biogeochemical cycling and water quality, while physical access by migratory fish will improve with enlarged culvert openings at the river mouth. However, fish passage will remain a problem at the two culverts and road crossings closest to the spawning ponds at OKH and at SHR. Research recently completed by the US Geological Survey Conte Anadromous Fish Branch and University of Massachusetts (Alcott et al. in prep.) has shown that fish passage at both culverts is impeded by their small size, age and poor condition and by severe erosion that chronically carries sediment into the stream; streambank erosion followed by sedimentation recently blocked the stream entirely and emergency work was needed to reopen the channel.



Inside of Old Kings Highway Culvert from downstream (*Stantec, 2014*)



Road erosion into Herring River at Old Kings Highway crossing (*J. Portnoy 2019*)

For a holistic approach to restoring the Herring River watershed, all anthropogenic impediments to diadromous fish passage from estuary to headwater kettle ponds should be removed. Hydrologic connectivity and stream flow should be naturalized. The need for adequate stream passage will become increasingly important if restoration of tides and water quality otherwise improve herring and eel survival and foster more populous runs.

Description of staff who will be working on this project and their qualifications: FHR will provide oversight, grant and subcontract management and administration. Martha Craig, MS, PWS, will act as Executive Director; she will be assisted by Project Manager Christine Odiaga and administrative assistant Karen Larocque. Two (2) FHR Board members, Dr. John Portnoy and Dr.

Barbara Brennessel, will contribute volunteer time and effort to provide services in management and technical matters. (See attached Resumes.)

List of other project partners with contact information and their roles, responsibilities and qualifications in relation to the project: The magnitude of the Herring River Restoration Project and the broad regional significance of its benefits have prompted over 20 private, NGO, local government, state, and federal entities to participate in its development. Partners in the tidal restoration project are the Towns of Wellfleet and Truro; MassDER; and the cooperating federal agencies, NPS, NOAA, USFWS and NRCS.

Restoration of fish passage in the upper watershed will complement the goals of the tidal restoration effort. Cape Cod National Seashore and the Town of Wellfleet are partners in the culvert replacement project (see attached Resumes and Partner Letters); other agencies will provide more general assistance as needed. FHR will execute a contract with the specialists selected to do the work described under the proposed culvert replacement/fish passage restoration project, and will administer and oversee the grant; project partners will provide input and/or technical assistance.

Description of the specific request that includes goals and objectives: Impairments in the upper Herring River caused by historic human alterations include severe degradation of water quality caused by soil acidification, episodic oxygen depletions leading to fish kills, loss of diadromous and marine fish access to the estuary and to freshwater spawning ponds. Recent fish-tagging research has shown that the culverts at SHR and OKH impede the spring upriver migration in a variety of ways (Alcott et al. in prep.). Both culverts are long, dark and smaller than optimal passage size; herring hesitate and accumulate at the entrance, making them vulnerable to predation.



Outlet and Downstream Headwall of Old Kings Highway Culvert (*J. Portnoy 2019*)



Patience Brook Immediately downstream from Schoolhouse Hill Rd (*J. Portnoy 2019*).

Both culverts are inhabited by Snapping Turtles (*Chelydra serpentina*), a herring predator; because of the small diameter of these culverts, fish must pass within striking distance of

snapping turtles, and predation (and fish avoidance) is high (Alcott et al. in prep.). Both culverts cross well-trafficked sand roads that are a source of sediment, which deposits downstream of the culverts; as a consequence, in the dry season the river flow is shallow for the young fish to emigrate.

The Herring River Restoration Project does not address impaired fish passage in the upper watershed because the project area is currently limited to the predicted extent of storm tides. This complementary project would replace the inadequate culverts at SHR and OKH with larger culverts designed to meet the Massachusetts River and Stream Crossing Standards for replacement of non-tidal structures. Our goal is to improve upstream passage of adult river herring in the spring and emigration of juvenile herring through the summer and fall, as well as improving passage for other fish (e.g. American Eels) and riparian amphibians, reptiles, birds and mammals. Other benefits would include increased hydrologic connectivity, naturalized stream flow and reduced or eliminated streambank erosion and sedimentation.

Replacement of these upper-watershed culverts is part of the larger effort to restore the Herring River from source to mouth – a total watershed-based restoration that will improve natural flow, fish passage, water quality, and habitat value for aquatic, terrestrial and avian species. Success will be measured by an increase in river herring passage; a longer-term goal is to restore the commercial fishery on the Herring River, in concert with other river herring conservation projects.

Work to Date:

FHR obtained MassBays FY 2014 funding to perform preliminary evaluations of the two existing culverts and develop conceptual alternatives for replacement of these stream crossings. Stantec Consulting Services was contracted; the resulting report, *Site Reconnaissance and Conceptual Design for Culvert Replacement, Herring River, Wellfleet, Massachusetts* (December 2014), is attached to this application. The following is an excerpt from the report summary:

The existing culvert geometries are smaller in size than what is desirable to provide for unhindered movement of aquatic fauna and to provide for continuity of fluvial processes. This study evaluated the potential for replacement of the existing culverts with stream crossings that would meet criteria described in the Massachusetts River and Stream Crossing Standards. Six alternatives were evaluated for the OKH stream crossing, and five alternatives were evaluated for the SHR stream crossing. A decision matrix was used for comparison of the evaluated alternatives and selection of preferred alternatives.

Based on the observed conditions at the two project sites, a critical need for wildlife passage through the two project stream crossings was not identified at the two sites. The conceptual designs were developed to accommodate site-specific conditions and existing use while providing for improved passage of aquatic fauna.

The recommended alternative at the OKH stream crossing of the Herring River is a buried metal pipe-arch culvert with a span of 12.2 ft and a rise (internal height) of 7.5 ft installed with an embedment depth of 3.5 ft along the centerline of the

culvert. The recommended alternative at the SHHR stream crossing of Patience Brook is a buried concrete box culvert with internal dimension of 12 ft wide and 4 ft high with the box culvert invert set 2 ft below the existing thalweg elevation.

In response to this application to MET last year, FHR received \$2000 in MET FY2020 funding to resolve land ownership. Preliminary deed research indicates that culvert-replacement work will be performed on proprietor's roads with adjacent land owned by the National Park Service and private landowners; however, a final legal determination could not be completed before the deadline for this application; it is expected in January 2020. FHR is also currently seeking written consent from all abutters to temporary construction easements at both stream crossings; we have already received general letters of support from all of these abutters (Attachment 5) for the culvert replacements.

More recently FHR has been investigating cost-effective modular, but high weight-capacity, stream crossing structures used extensively in Maine along remote logging roads (e.g. Dirigo Timberlands Culverts). With MET funding, innovative pre-cast designs such as these will be further evaluated along with the more conventional, and more expensive, alternatives such as described in the Stantec report.

Scope of Work / Tasks to be completed under award request: MET funds would be used to hire a design contractor to proceed toward a final design that balances three issues:

- Minimally restriction of fish passage;
- Adequate roadway design and ease of long-term maintenance;
- Cost.

Prior to award for any contractual services and any work, FHR will consult with MassDMF, MassDER and MassWildlife for guidance on how best to improve fish passage at the project site and related matters.

Deliverables will include both draft and final versions of the specified work product. Drafts will be submitted to FHR for review by project partners, including MET if so desired. Separate plan sets will be prepared for each site. Review comments will be submitted to the design contractor by FHR and the deliverable will be finalized.

Selection of a contractor will take place immediately upon notice of final acceptance of this application. Proposals have already been received; the intent would be to have a contractor agreement signed at the time funds are available. A final schedule would be agreed upon with the contractor and reviewed with MET staff; the anticipated time-line is one year.

We hope that final design, permitting and construction could be accomplished within three to five years after completion of this planning phase.

Task 1: Project Review and Field Investigation

The contractor will coordinate with FHR, the partners, MassDMF and MassDER to review the previously-proposed design concepts for both locations (Stantec, 2014) and compile additional information. Approved modifications would be incorporated into the work plan. This process would include:

- kick-off meeting with team leaders;
- evaluation of the hydrology methodology and findings of the existing conceptual design;
- site visit to verify existing conditions, delineate resource areas, identify bankfull conditions, investigate reference reaches and collect survey data points;
- interviews with local persons knowledgeable of historic flow conditions (i.e., abutters and past and present Herring Wardens);
- confirmation of ownership, right-of-way and access;
- phase I archaeological investigation; and
- two conference calls, at least one of which will include the contractor's project manager, to discuss the project, the site and design alternatives

Task 1 Deliverables:

- updated existing conditions plans showing survey-located resource area delineations, lot lines and other site features (such as bankfull boundaries and archaeological remains, if any);
- up- and downstream longitudinal profiles along the thalweg of sufficient length to understand potential changes in channel characteristics;
- sketches of existing and proposed crossing alignments, the latter to include projected long profile of desired channels;
- draft and final summary memos that include
 - descriptions of existing site features and conditions;
 - required size to meet the Stream Crossing Standards and accommodate anticipated hydraulic and hydrographic conditions
 - a decision matrix of criteria for evaluation of potential alternatives (including but not limited to structure types, roadway requirements and solutions to address erosion) and comparison of probable costs;
 - a recommendation for preferred design to maximize fish passage and incorporate measures to address excessive erosion along adjacent stream channel reaches; and
 - discussion of archaeological findings and mitigation (if needed)

Task 2: Engineering Design

The contractor will initiate engineering design of the culvert and roadway at each location per summary memo recommendations

- culvert alignment, sizing and design should be based on long profiles, scour analyses and other methods, and comply to the maximum extent practicable with the Stream Crossing Standards
- culvert design should include appropriate grade controls to ensure that the replacement culverts will not destabilize the stream

Task 2 Deliverables:

- 75% design plans (electronic and up to 3 paper sets full-size) of selected alternative at each site
 - Title Sheet showing the location of the project, project team information and MET logo and/or plate images;
 - Plan notes sufficient for permit plan review;
 - Existing Conditions Plan showing existing land parcels, existing features, resource area limits and topography utilizing survey information;
 - Layout and Materials Plan showing the surface improvements (including their locations and specifying which materials are to be used) and limits of work and disturbance;
 - Grading and Drainage Plan (including sequencing if work is to be done in phases) showing the proposed grading, culvert replacement and permanent erosion controls;
 - Erosion Control Plan showing temporary construction erosion controls, staging and access areas, and limits of disturbance and work; and
 - Plan Cross Sections and Details sufficient for permit plan review, including details of the crossing structure and low-flow channel streambed construction for each crossing.
 - Proposed Boring Location Plan showing the proposed locations of future geotechnical borings (as may be necessary);
- Engineering report including calculations for extent and sizing of major elements

Task 3: Action Plan and Opinion of Probable Cost (OPC)

The contractor will develop estimates of probable costs for the preferred alternative for replacement of stream crossings at the locations of the two existing culverts. The estimate should cover additional field work and/or coordination with Town of Wellfleet and Cape Cod National Seashore, if deemed necessary; final design; permitting; implementation; and ongoing management and monitoring.

Summary of Task 3 Deliverables:

- Report clearly outlining needed next steps for final design, permitting, construction and ongoing management.
- Cost estimates, presented in tabular format, submitted with draft and final materials prepared as part of Task 2.

Project Budget

FHR will contract for engineering services to accomplish the scope of work described above. Based on cost estimates from qualified firms, we propose a consultant budget of \$48,300:

Proposed Consultant Budget		
Task 1	Project Review and Field Investigation	\$24,800
	<i>kick-off meeting</i>	<i>\$500</i>
	<i>review existing concept</i>	<i>\$1,050</i>
	<i>field and survey work</i>	<i>\$6,000</i>
	<i>interviews</i>	<i>\$1,500</i>
	<i>confirm ownership</i>	<i>\$2,000</i>
	<i>archaeology</i>	<i>\$10,000</i>
	<i>(2) conference calls</i>	<i>\$750</i>
	<i>matrix and memo</i>	<i>\$3,000</i>
Task 2	Engineering Design	\$16,750
	<i>(2 sets) 75% design plans</i>	<i>\$12,000</i>
	<i>engineering Report</i>	<i>\$4,000</i>
	<i>(2) conference calls</i>	<i>\$750</i>
Task 3	Action Plan and Opinion of Probable Cost	\$6,750
	<i>plan and OPC</i>	<i>\$5,000</i>
	<i>develop monitoring plan</i>	<i>\$1,000</i>
	<i>(2) conference calls</i>	<i>\$750</i>
	TOTAL	\$48,300

An additional \$5,520 is budgeted for FHR staff management and communication costs; this will include technical review of all draft and final deliverables. The total project cash budget is \$53,820. The FHR Board of Directors approved a cash match of \$6,500; therefore, the total MET request is **\$47,320**. If this proposal is selected, FHR intends to negotiate a contract with a recognized company with relevant experience. A more specific budget breakdown will be obtained once said contract is negotiated, and can be provided when available.

Other Funding and Matching

No additional funding is being sought for this planning phase of the fish passage improvement project. Additional funding will be sought in the future for subsequent efforts to see this project to completion (e.g., permitting and construction costs) and beyond.

FHR volunteer in-kind match hours will include Board management and technical project review. FHR volunteers, Board members Brennessel and Riehl, also play the leadership role in the local herring count, which provided much of the impetus for this project. Town of Wellfleet and CCNS staff will be involved as technical consultants and reviewers. MassDER has offered to provide technical assistance for the culvert replacement project. We anticipate the contribution of in-kind hours from other tidal restoration project partners as they continue to advise on ecological matters.

Evaluation and Deliverables

Criteria for success and how success will be measured in short and long terms: When the culvert replacements to be designed under this proposal are eventually installed on the ground, their efficacy will be evaluated over the short term (month to years) by monitoring of stream flow, bank stability, sedimentation and successful fish passage by CCNS scientific staff and town volunteers. Long-term efficacy (years to decades) will be assessed using data from the ongoing annual sample census of the adult herring population, conducted since 2009 in cooperation with APCC and the Mass Bays Program, Cape Cod region.

Plan for sustaining effort and building funding base: To sustain this restoration effort it is critically important to build a solid funding base, not solely for the initial investment in infrastructure but also to develop a foundation for continued funding of future monitoring and maintenance. Public funding will be the primary resource during design, permitting and implementation of the culvert replacement. Private funding will be sought for the longer-term efforts. It is critically important to match funding needs with the interests of potential sources and to proactively seek support.

Outreach: Outreach is the core element of the mission of FHR. Since our founding in 2008, we have built a strong Board and cadre of volunteers and supporters, kept nearly 600 individuals from both within the community and far beyond informed through progress reports, and established a position of influence among community agencies and stakeholders in fulfilling our mission to promote and support the Herring River Restoration Project.

FHR outreach efforts include updates on Project elements via electronic newsletters and on the organization's website; public forums; distribution of brochures, fact sheets and other written material; our annual meeting; periodic updates and presentations to Town officials,

Town boards and commissions, and other non-profit organizations; and one-on-one meetings with constituents. The same outreach approach will be applied to the fish passage restoration project as a complementary effort that will contribute to restoration of the estuary.

Promoting environmental license plates: If selected by MET for this grant, the MET logo and/or license plate images will be included on plans and reports. We will continue to promote the plates on our website, in our electronic newsletters and at public events. FHR can promote MET funding at a public meeting in Wellfleet and via poster presentation about the fish passage restoration effort at the annual State of Wellfleet Harbor Conference. CCNS would publicize the grant and outcomes via press release or social media and via website posts.

Literature Cited

Alcott, D.J., Goerig, E. & T. Castro-Santos. 2019. Migratory delay of anadromous river herring at multiple road-crossing culverts in a small coastal stream. In-prep for Transactions of the American Fisheries Society.

Belding, D.L., 1921. (Reprint 1964) A report upon the alewife fisheries of Massachusetts. Mass. Div. Fish. Game, 135 pp.

Stantec Consulting Services. *Site Reconnaissance and Conceptual Design for Culvert Replacement, Herring River, Wellfleet, Massachusetts*. December 2014.

Restoration of Fish Passage along the Upper Herring River, Wellfleet, MA

Friends of Herring River, Wellfleet/Truro, Inc. MET FY21 Drive for a Better Environment Grants Program (RFR# ENV 1 MET 01)

Attachments

- 1 Full Proposal Cover Sheet (Attachment A)
MET Budget Preparation Template (Attachment B)
MET Expense Reimbursement Template and Examples (Attachment C)
- 2 IRS letter confirming tax-exempt status
- 3 Aerial photo/Map of project site
- 4 Current FHR Board members with relevant background and affiliations
- 5 Resumes (in separate file, attached)
 - FHR staff: Martha Craig, Christine Odiaga, Karen Larocque
 - FHR Board: John Portnoy, Barbara Brennessel
 - Partners: Lauren McKean (CCNS), Hillary Greenberg (Wellfleet)
- 6 Letters of Support (in separate file, attached)
 - Town of Wellfleet Herring Warden
 - Cape Cod National Seashore
 - Cape Cod Cooperative Extension Marine Program
 - Association to Preserve Cape Cod
 - Anna Walling Hamburger Trust, abutter, Old Kings Highway crossing
 - Christopher Fromboluti, abutter, Patience Brook crossing
 - Thomas Breuer, abutter, Patience Brook crossing

**ATTACHMENT A
FULL PROPOSAL COVER SHEET AND NARRATIVE**

**MASSACHUSETTS ENVIRONMENTAL TRUST
FY20 DRIVE FOR A BETTER ENVIRONMENT GRANTS PROGRAM**

Please complete and submit this Cover Sheet with your Full Proposal. Please be sure to include **ALL required documents as described in the RFR**. If you have any questions, please contact the Program Coordinator at 617.626.1075 or email kathleen.mcdermott@mass.gov or kim.tilas@mass.gov.

DATE: 13 December 2019 _____

ORGANIZATION INFORMATION

Organization Name	Friends of Herring River, Wellfleet/Truro Inc.	
Address	PO Box 565 South Wellfleet MA 02663	
Main Phone	508-214-0656	Fax 508-214-0772
Primary Contact and Position	Dr. John Portnoy, Friends Board Member	
Contact phone	508-349-9618	
Contact email	jp.wellfleet@gmail.com	
Website		

Check/Highlight:

IRS 501(C) (3) NONPROFIT	MUNICIPALITY	OTHER
--------------------------	--------------	-------

PROJECT INFORMATION:

TITLE OF PROJECT	Restoration of fish passage in the upper Herring River, Wellfleet, MA
BRIEF SUMMARY of PROJECT	The project purports to design, and ultimately construct, two improved stream crossings on the upper Herring River (Wellfleet) that currently limit estuarine habitat continuity for river herring and many other aquatic animals between Cape Cod Bay, the river main stem, and its headwater freshwater ponds. Although the project area of the Herring River tidal restoration project does not presently extend to include these stream crossings, we see these throttle points as essential to the life histories of a whole group of diadromous animals, including the river's namesake herring.

Check/Highlight Region of Focus:

Statewide	Coastal	Western Mass	Central Mass	Greater Boston	Northshore
-----------	---------	--------------	--------------	----------------	------------

Metro Boston	Metrowest	Southeast Mass	Southshore	Cape Cod & Islands
TOTAL AMOUNT REQUESTED		\$47,320	# of Years (1-3)	1
TOTAL PROJECT COST (from all sources) \$62,565				
PROJECT PARTNERS (if applicable)				
Town of Wellfleet				
Cape Cod National Seashore				

STATE YOUR ORGANIZATION'S MISSION:

The purpose of the Friends of Herring River is to promote education, research and public awareness of the Herring River estuary as one of critical environmental concern, to preserve the native environmental integrity of the river and estuary, to ensure habitat protection and retention of the native biological diversity and productivity of the river and estuary, to retain and enhance public access to the river and estuary, to preserve natural and historic sites, and to promote public awareness.

Friends of Herring River is pursuing this mission by undertaking the following activities:

- Informing and educating the public on the progress and key issues in order to build community-wide support for the project.
- Implementing outreach activities to ensure timely and effective public involvement in the restoration project.
- Supporting restoration objectives and worthy scientific, environmental, historical, educational and recreational programs by fundraising, volunteering and other useful activities.

NUMBER OF BOARD MEMBERS	11	TOTAL NUMBER OF VOLUNTEERS	40
TOTAL NUMBER OF STAFF	Full time 2	Part time	1

LIST ALL PREVIOUS SUPPORT FROM MASSACHUSETTS ENVIRONMENTAL TRUST (include fiscal year, title of project and amount granted):

Fiscal Year	Title of Project	Amount of Grant
FY16	Collection of Baseline Data for State-listed Species	\$40,000

Signature of Chief Executive

Signature of Project Manager



ATTACHMENT B
MASSACHUSETTS ENVIRONMENTAL TRUST
FY21 *Drive for a Better Environment* Grants Program
Budget Preparation Template

Organization Name:		Friends of Herring River, Wellfleet/Truro Inc.	
Project Name: Restoration of Fish Passage along the Upper Herring River, Wellfleet, MA			
PROJECT EXPENSES			
ITEM	MET AMOUNT	OTHER SOURCES <i>of funding</i>	TOTAL <i>(all sources)</i>
Salaries, wages and benefits			
Consultants and sub-contractors	\$47,320	\$980	\$48,300
Travel			
Equipment			
Supplies			
Office supplies			
Indirect costs (not to exceed 25%)		\$5520	\$5520
Other		\$4100	\$4100
TOTAL EXPENSES:	\$47,320	\$10,600	\$57,920

INCOME		
LIST OF FUNDING SOURCES <i>(e.g., Foundation X, in-kind)</i>	AMOUNT OF FUNDS	STATUS <i>(received, committed, pending review)</i>
MET request	\$47,320	Pending review
FHR cash	\$6500	Committed
TOTAL cash	\$53,820	
FHR and partners in-kind services	\$8745	Committed (318 hrs at \$27.50/hr)
TOTAL income	\$62,565	

BUDGET NARRATIVE: *Please provide text to supplement information provided in the above budget matrix.*

Friends of Herring River – Financial Capability December 12, 2019

The current balance in the FHR operating account is \$38.1K as of 12/20/2019. Our income for FY2019 was over \$15K, mostly from private donations with a small sum from goods sales.

We have no major expenditures budgeted for FY2019, excepting the \$6500 being held in case our proposal is accepted for MET funding. Our year-end donation request is under way and has historically produced well over \$10K, with the balance of donations coming in late summer.

We are therefore confident that we will be able to meet the \$6500 matching obligation.

Attachment 2

IRS letter confirming tax-exempt status

Attachment 2

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 15 2009

FRIENDS OF HERRING RIVER WELLFLEET
TRURO INC
C/O DONALD J PALLADINO
PO BOX 496
WELLFLEET, MA 02667

Employer Identification Number:
27-0479634
DIN:
17053226322049
Contact Person:
RENEE RAILLY BOSTON ID# 31172
Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
May 14, 2009
Contribution Deductibility:
Yes
Addendum Applies:
No

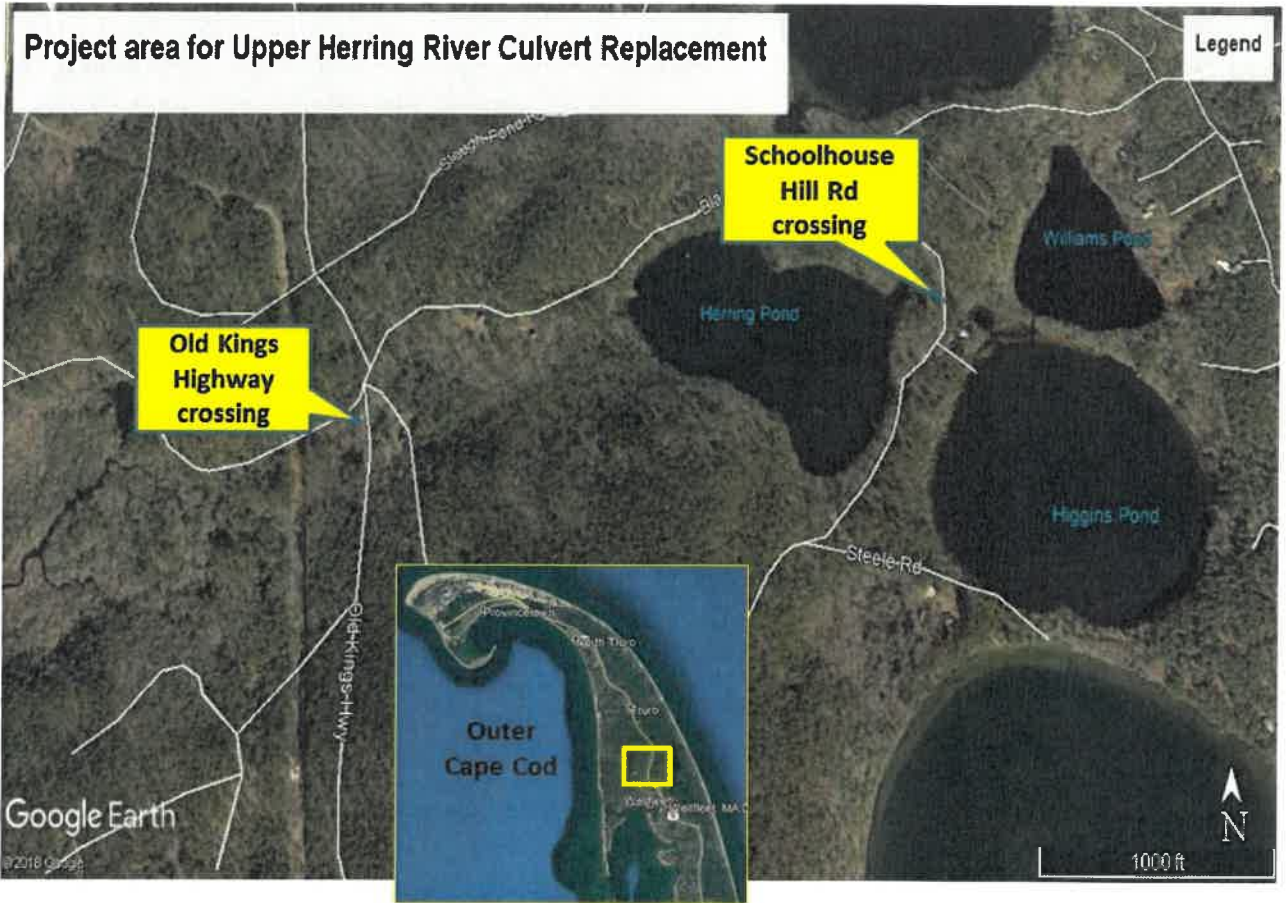
Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Attachment 3 Aerial Photo/map of project site



Attachment 4:

Friends of Herring River Board Officers

- Lisbeth Wiley Chapman, Chair
- John Riehl, Treasurer
- Barbara Brennessel, Clerk

Friends of Herring River Board Members

Barbara Brennessel. Trained as a biochemist at Fordham and Cornell, Barbara taught at Wheaton College until her retirement in 2013. She studies diamondback terrapins, river herring and shellfish. In each case, she has written a book about the subject. Barbara is a member of the Wellfleet Conservation Commission and volunteers with the Wellfleet SPAT Science Research Committee, IFAW and Wellfleet Bay Wildlife Sanctuary.

Lisbeth Wiley Chapman. Beth created and runs Hopper House Tours, a twice-daily tour by automobile on back roads and hidden places in Wellfleet and South Truro. Her guests see 30 house and landscape locations where American artist Edward Hopper painted. She also provides pro bono PR services to a number of local non-profits. She holds a leadership position at the Church of St. Mary of the Harbor (Episcopal) in Provincetown and sings in the 150-person Outer Cape Chorale. From 1991 to 2015, Beth ran Ink&Air, a public relations firm specializing in marketing and communications strategy for financial services firms, mutual funds, 401(k) providers and financial advisors.

Alice M. Iacuesa. Alice spent thirty years as a social studies teacher, 21 years at the American School in London including 10 years as Social Studies Department Chair. She is a member of the founders group of Global Issues Network, and since her retirement has been active in local affairs, serving on the Wellfleet Marina Advisory Committee and as a volunteer with the Cape Cod National Seashore. Alice also served as President of the A.I.M. Thrift Shop Board and President of the Wellfleet Non-Resident Taxpayers Association.

Gary Joseph. Gary has been a volunteer involved in the environmental protection of Wellfleet for thirty years. He is a former member and chairman of The Wellfleet Conservation Commission, a founding member and current Trustee of the Wellfleet Conservation Trust and currently the Chairman of the Herring River Restoration Committee.

David Koonce. Dave spent over 30 years in the international human resources arena retiring from General Electric after 22 years. His roles included corporate responsibility for all non-US employee benefits and employment practices with emphasis on international mergers and acquisitions. He is a resident of Wellfleet and volunteers with numerous local community organizations.

Katie Murphy. Katie co-owns and operates an oyster farm on Indian Neck in Wellfleet. She has a Bachelor of Arts degree in Environmental Economics from Bryn Mawr College and a Master of Science degree in Natural Resources from the University of Vermont. She also holds a Certificate of Graduate Study from the Gund Institute of Ecological Economics.

John Portnoy. John worked as a National Park Service ecologist on Cape Cod for 29 years, during which time he volunteered on various Town of Wellfleet committees. Upon his retirement from the Park Service he has continued to volunteer with the Cape Cod National Seashore and serves on the Wellfleet Conservation Commission and Mayo Creek Restoration Committee. He provides technical advice to the

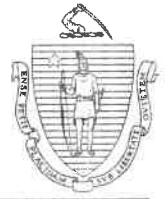
Herring River Restoration Committee and National Seashore resource managers and collaborators regarding the restoration of the Herring River Estuary.

Bob Prescott. Bob is the Director of Mass Audubon's Wellfleet Bay Wildlife Sanctuary. He has a degree in wildlife biology from the University of Massachusetts and has studied such diverse topics as whale strandings, harbor seal distribution around Cape Cod, and recently the home ranges of box turtles. Bob is Massachusetts coordinator for the Northeast Sea Turtle Stranding Network. He has led natural history and birding tours throughout the world, including Baja, Costa Rica, the Galápagos Islands, Churchill, Antarctica, Belize, and Big Bend, Texas.

John Riehl. John was trained as a chemist. He spent a career in the chemical industry, retiring in 1999 to Wellfleet. He is currently active in a variety of environmental activities in Massachusetts and is a founding Board Member of the Friends. From 2006-2008 he was a member of the Herring River Technical Committee, planning the restoration of the Herring River salt marshes in Wellfleet, MA. For the past eight years, John has organized a count of the Spring herring run on the Herring River. This project was managed in cooperation with Association to Preserve Cape Cod. He is active in Town natural resource issues including serving as Chair, Natural Resources Advisory Board.

Philip Tabas. Philip is Special Advisor with The Nature Conservancy in Arlington, VA. He served as the Conservancy's General Counsel from 2003 to 2013. He has also held other positions in TNC in the areas of land protection, government relations, compatible economic development and conservation planning. He has also worked to secure tax policy and legislation changes for conservation at the US Federal and state levels of government, as well as in other countries. Prior to TNC, he practiced law with a private law firm, worked as an attorney for a government water resources management agency and was an attorney with an environmental consulting firm. He is a member of the Board of Directors of The Potomac Conservancy and a member of the American College of Environmental Lawyers. He teaches a summer course entitled "Ecosystem Conservation Strategies" at the Vermont Law School.

Dale Rheault A licensed independent social worker, with a specialty in addiction therapy, Dale Rheault has spent 40 years as a therapist, working for the past 13 years in Provincetown. She has a deep background as a volunteer working for not for profit organizations. A member of the Board of Wellfleet Preservation Hall, she assisted in its recent major fundraising campaigns. She is a Trustee Emerita of The Pennfield School, Portsmouth, RI. Abutters to the Herring River restoration, Dale and her husband look down from their home in Wellfleet to the mouth of the river.



COMMONWEALTH OF MASSACHUSETTS INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM

This Form is issued and published by the Office of the Comptroller (CTR) pursuant to 815 CMR 6.00 for use by all Commonwealth Departments. Departments may add non-conflicting additional terms, but changes to the official printed language of this Form shall be void.

BUDGET FISCAL YEAR: 2021		RFR REFERENCE NUMBER ENTER RFR NUMBER: ENV 20 MET 01 OR ___ N/A.	
MMARS ALPHA BUYER/PARENT DEPARTMENT CODE: ENV2000 6051		MMARS ALPHA SELLER/CHILD DEPARTMENT CODE: TOWN OF WELLFLEET CONSERVATION COMMISSION	
BUSINESS MAILING ADDRESS: 100 CAMBRIDGE STREET, SUITE 900 BOSTON, MA 02114		BUSINESS MAILING ADDRESS: 220 West Main Street, Wellfleet, MA 02667	
ISA MANAGER: KATE MCDERMOTT		ISA MANAGER: John Portnoy	
PHONE: 617-626-1075	FAX: 617-626-1181	PHONE: 508-349-0308	FAX:
E-MAIL ADDRESS: KATHLEEN.MCDERMOTT@MASS.GOV		E-MAIL ADDRESS: jportnoy@wellfleet-ma.gov	
Purpose of ISA: (Check one option only and complete applicable information) (Attachment A required for New ISAs and all ISA Amendments.)			
<input checked="" type="checkbox"/> New ISA. Current Maximum Obligation for total duration of ISA \$ 38,320 (Use "N/A" for Non-Financial ISA.) (Complete Attachment B)			
<input type="checkbox"/> Amendment to Existing ISA. What is being amended? (Attachment C required for all Federal and Bond Account Amendments)			
<input type="checkbox"/> Amend Budget/Accounts. Change Maximum Obligation from: \$ _____ to New Maximum Obligation \$ _____ (Attachment B)			
<input type="checkbox"/> Amend Budget/Accounts. No Change in Maximum Obligation (Attachment B)			
<input type="checkbox"/> Amend Dates of Performance. New Dates of Service: Start Date: _____ End Date: _____ (Subject to execution dates below.)			
<input type="checkbox"/> Amend Scope of Services/Performance			
BRIEF DESCRIPTION OF PERFORMANCE GOALS TO BE ACCOMPLISHED BY ISA, OR IF AMENDMENT, IDENTIFY WHAT IS BEING AMENDED:) Restoration of Fish Passage along the Upper Herring River, Wellfleet, MA			
WILL SELLER/CHILD DEPARTMENT STATE EMPLOYEES (AA OBJECT CLASS) BE FULLY OR PARTIALLY FUNDED UNDER THIS ISA? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. If Yes, Seller/Child certifies that the ISA is not being used as an alternative funding mechanism for state employees, that the identified personnel in Attachment A are necessary for completion of the ISA due to particular expertise or other factors that can not be obtained through the use of contractors, and that if federal funds are being used, funds shall not be used to supplement the regular salary or compensation of any officer or employee of the Commonwealth for services performed during their regular working hours. M.G.L. c. 29, § 6B.			
ACCOUNT INFORMATION. Complete for all new ISAs and Amendments (even if account information is not changing) Check one option, indicate "add", "delete" or "no change" and enter account, fund, major program code and program code.			
<input type="checkbox"/> BGCN – non-subsidiarized (federal, capital, trust). Attachment C required for any new ISA or ISA Amendment involving federal funds.			
<input type="checkbox"/> BGCS – subsidiarized (budgetary)			
<input checked="" type="checkbox"/> Other (CT, RPO as authorized by CTR): _____			
<input type="checkbox"/> Non-Financial ISA (no funds are transferred from Buyer/Parent to Seller/Child), however, resources are committed to ISA.			
<input type="checkbox"/> Amendment with no Accounting Changes to Budget/Accounts or to Attachments B or C. (Indicate no change below and complete account information.)			
<input type="checkbox"/> ADD <input type="checkbox"/> DELETE <input type="checkbox"/> NO CHANGE	Account: 2000 6051	Fund:	Major Program Code:
<input type="checkbox"/> ADD <input type="checkbox"/> DELETE <input type="checkbox"/> NO CHANGE	Account:	Fund:	Major Program Code:
<input type="checkbox"/> ADD <input type="checkbox"/> DELETE <input type="checkbox"/> NO CHANGE	Account:	Fund:	Major Program Code:
<input type="checkbox"/> ADD <input type="checkbox"/> DELETE <input type="checkbox"/> NO CHANGE	Account:	Fund:	Major Program Code:
ISA ANTICIPATED START DATE: 07/01/2020 , provided that the Seller/Child certifies that it will not incur any obligations related to this ISA prior to the date that this ISA is executed, NOR prior to the date that sufficient funding for the obligations for this ISA is available in the Seller/Child account for expenditure.			
TERMINATION DATE OF THIS ISA: This ISA shall terminate on 06/30/2021 unless terminated or properly amended in writing by the parties prior to this date.			
BUYER/PARENT AND SELLER/CHILD DEPARTMENT CERTIFICATIONS. IN WITNESS WHEREOF, by executing this ISA below, the Buyer/Parent and Seller/Child certify, under the pains and penalties of perjury, that Buyer/Parent and Seller/Child understand and agree that any Buyer/Parent or Seller/Child officer or employee who knowingly violates, authorizes or directs another officer or employee to violate any provision of state finance law relating to the incurring of liability or expenditure of public funds, including this ISA, may be considered to be in violation of M.G.L. c. 29, § 66, and therefore the Buyer/Parent and the Seller/Child agree to ensure that this ISA complies with, and that all staff or contractors involved with ISA performance are provided with sufficient training and oversight to ensure compliance with 815 CMR 6.00, CTR applicable policies and the ISA Terms and Conditions which are incorporated by reference into this ISA, in addition to the performance requirements identified in Attachment A of this ISA, and that all terms governing performance of this ISA are attached to this ISA or incorporated by reference herein, and the Buyer/Parent and Seller/Child agree to maintain the necessary level of communication (including immediate notification of any amendments to accounting information, program codes or performance needs), coordination, access to reports and other ISA information, and cooperation to ensure the timely execution and successful completion of the ISA, amendments, and state finance law compliance; and that the Buyer/Parent certifies it will ensure that sufficient funds are timely made available in the Seller/Child account(s), with the proper accounting codes, prior to the Seller/Child's need to begin initial or amended performance; and that the Seller/Child will not allow initial or amended performance to begin until the ISA is executed AND the ISA Seller/Child account is sufficiently funded to support encumbrances and payments for performance (including payroll), and the Seller/Child will make encumbrances and payments (including payroll) only from the authorized ISA Seller/Child account(s) and shall not be entitled to transfer charges made from any other account not approved in writing by CTR in advance of expenditures by the Seller/Child.			
BUYER/PARENT DEPARTMENT'S AUTHORIZED SIGNATURE:		SELLER/CHILD DEPARTMENT'S AUTHORIZED SIGNATURE:	
DATE: (Date must be handwritten by signatory at time of signature)		DATE: (Date must be handwritten by signatory at time of signature)	
PRINT NAME:		PRINT NAME:	
PRINT TITLE:		PRINT TITLE:	

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM

TERMS AND CONDITIONS



The following terms and conditions are incorporated by reference into any ISA.

Role of the Office of the Comptroller. All ISA fiscal transactions shall be made through the state accounting system as prescribed by the Office of the Comptroller (CTR). CTR will interpret 815 CMR 6.00 and applicable policies and take any fiscal or other actions necessary to ensure ISA compliance with state finance law, including but not limited to correcting accounting transactions, resolving ISA disputes and identifying corrective action by the Buyer/Parent or Seller/Child Departments.

Seller/Child Department Certifications. By executing an ISA the Seller/Child certifies that it is statutorily authorized to provide the type of performance sought by the Buyer/Parent, and shall at all times remain qualified to perform the ISA, that performance shall be timely and meet or exceed ISA standards, that the Seller/Child will not allow initial or amended performance to begin, may not authorize personnel or contractors to work, nor incur any obligation to be funded under an ISA prior to the execution of an ISA AND the availability of ISA funding in the Seller/Child account to support encumbrances and payments for performance. The Seller/Child will make encumbrances and payments (including payroll) only from the authorized ISA Seller/Child account(s) and shall not be entitled to transfer charges made from any other account not approved in writing in advance by CTR. The Seller/Child must immediately notify CTR whenever a delay in funding is anticipated for which performance is expected. The Seller/Child is authorized to use ISA funding only for the actual costs of ISA performance and may not use ISA funds to supplement non-ISA related personnel or expenditures.

Buyer/Parent Department Certifications. Signature by the Buyer/Parent certifies that it is statutorily authorized or required to procure the type of performance required under this ISA, that the Buyer/Parent certifies it will ensure that sufficient funds are timely made available in the Seller/Child Seller/Child account(s), with the proper accounting codes, prior to the Seller/Child's need to begin initial or amended performance; that the Buyer/Parent will monitor and reconcile ISA performance in compliance with state appropriation language or federal grant requirements, communicate all fiscal information necessary for the set up of the Seller/Child account(s) including budget information, and if the ISA is funded with federal funds provide accurate accounting information in Attachment C, and immediately notify the Seller/Child of any changes in Attachment C (such as program codes) to ensure the ISA and Seller/Child account can be timely updated to avoid lapses in funding or the inability of the Seller/Child to make timely payroll and other expenditures from the Seller/Child account.

Chief Fiscal Officer. The Chief Fiscal Officer (CFO) for the Buyer/Parent and Seller/Child will be responsible for the fiscal management of ISAs within their Departments in accordance with these ISA Terms and Conditions, 815 CMR 6.00 and policies and procedures published by CTR.

ISA Manager. Both the Buyer/Parent and Seller/Childs are responsible for ensuring that the ISA Manager listed on the ISA, or ISA Amendment, is current and that the ISA Manager is an authorized signatory for the Department supported by the appropriate Security Profile. If the listed ISA Manager changes, the CFO shall be the ISA Manager until a replacement is identified in the same manner as other Written Notice.

Record-keeping and Retention, Inspection of Records. The Buyer/Parent and Seller/Child shall maintain all ISA records in such detail as necessary to support claims for payment, including reimbursement or federal financial participation (FFP), for at least seven (7) years from the last payment under an ISA Seller/Child account, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving an ISA. In addition to any specific progress, programmatic or expenditure reports specified in Attachment A, the Seller/Child is required to provide the Buyer/Parent (and to CTR, the State Auditor and the House and Senate Ways and Means Committees upon request) with full cooperation and access to all ISA information.

Payments and Compensation. The Seller/Child may accept compensation only for performance delivered and accepted by the Buyer/Parent in accordance with the specific terms and conditions of the ISA. All ISA payments are subject to appropriation pursuant to M.G.L. C. 29, or the availability of sufficient non-appropriated funds for the purposes of an ISA. Overpayments or disallowed expenditures shall be reimbursed by the Seller/Child or may be offset from future ISA payments in accordance with state finance law and instructions from CTR.

ISA Termination or Suspension. An ISA shall terminate on the date specified, unless this date is properly amended prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Seller/Child. The Buyer/Parent may terminate an ISA without cause and without penalty with at least thirty days prior written notice, or may terminate or suspend an ISA with reasonable notice if the Seller/Child breaches any material term or condition or fails to perform or fulfill any material obligation required by an ISA, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of an ISA, or in the event of an unforeseen public emergency mandating immediate Buyer/Parent action. Upon immediate notification to the other party, neither the Buyer/Parent nor the Seller/Child shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or

negligence. Contractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Seller/Child's control.

Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Buyer/Parent or the Seller/Child. Unless otherwise specified in the ISA, legal notice sent or received by the Buyer/Parent's ISA Manager or the CFO (with confirmation of actual receipt) through the listed fax number(s) or E-Mail address for the ISA Manager will satisfy written notice under the ISA. Any written notice of termination or suspension delivered to the Seller/Child shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Seller/Child during the notice period.

Confidentiality. The Seller/Child shall comply with M.G.L. C. 66A if the Seller/Child becomes a "holder" of "personal data". The Seller/Child shall also protect the physical security and restrict any access to personal or other Buyer/Parent data in the Seller/Child's possession, or used by the Seller/Child in the performance of an ISA, which shall include, but is not limited to the Buyer/Parent's public records, documents, files, software, equipment or systems. If the Seller/Child is provided access with any other data or information that triggers confidentiality requirements under FIPA, HIPPA or other federal or state laws, the Seller/Child shall be responsible for protection of this data as instructed by the Buyer/Parent.

Assignment. The Seller/Child may not assign, delegate or transfer in whole or in part any ISA, or any liability, responsibility, obligation, duty or interest under an ISA, to another Department or an outside contractor. Assumption of an ISA by a successor Department due to a legislative change in the Seller/Child or Buyer/Parent's department status shall be accomplished through the execution of a new ISA.

Subcontracting By Seller/Child. Since it is presumed that contracting through the Seller/Child is more cost effective and a better value than the Buyer/Parent directly contracting with an outside contractor(s), any subcontract entered into by the Seller/Child for the purposes of fulfilling the obligations under an ISA must be approved by the Buyer/Parent in advance of the ISA and justified as part of the ISA Attachment A. The Seller/Child is responsible for full state finance law and procurement compliance for all subcontracts, and shall supply a copy of any subcontract to the Buyer/Parent upon request.

Affirmative Action, Non-Discrimination in Hiring and Employment. In performing this ISA, the Seller/Child shall comply with all federal and state laws, rules, regulations and applicable internal state policies and agreements promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Seller/Child commits to, when possible, to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities in accordance with the Commonwealth's Affirmative Market Program.

Waivers. Forbearance, indulgence or acceptance by the Seller/Child or Buyer/Parent of any breach or default in any form shall not be construed as a waiver and shall not limit enforcement remedies or allow a waiver of any subsequent default or breach.

Risk of Loss. The Seller/Child shall bear the risk of loss for any materials, deliverables, personal or other data that is in the possession of the Seller/Child or used by the Seller/Child in the performance of an ISA until it is accepted by the Buyer/Parent.

Disputes. The Buyer/Parent and Seller/Child agree to take all necessary actions to resolve any dispute arising under the ISA within 30 calendar days including department head and secretariat involvement, but in no event shall a dispute remain unresolved beyond May 30th in any fiscal year, nor may the Buyer/Parent or Seller/Child allow a dispute to create a state finance law or other violation of ISA terms (such as a delay in funding, failure to timely communicate funding or program code changes, or failure to timely process ISA paperwork). Seller/Child and Buyer/Parent must immediately notify CTR to assist in resolution of the dispute and shall implement any actions required by CTR to resolve the dispute, which shall be considered final.

Interpretation, Severability, Conflicts with Law, Integration. Any amendment or attachment to any ISA that contains conflicting language or has the affect of deleting, replacing or modifying any printed language of the ISA shall be interpreted as superseded by the ISA Form as published. If any ISA provision is superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the ISA, or portions thereof, shall be enforced to the fullest extent permitted by law. The terms of this ISA shall survive its termination for the purpose of resolving any claim, dispute or other action, or for effectuating any negotiated representations and warranties.

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS



ATTACHMENT A -- TERMS OF PERFORMANCE AND JUSTIFICATIONS:

This Attachment Form must be used. Insert (type or copy and paste) all relevant information using as many pages as necessary. Attach any additional supporting documentation as appropriate. If Amending the ISA, completion of Sections 1, 2 and 3 identifying what is being amended and the reasons for the amendments is required. For sections 4-9 enter only the amended language in the sections being amended.

1. [REQUIRED] Purpose and other performance goals of ISA, or as amended:

2. [REQUIRED] Identify in detail, the responsibilities of the parties, the scope of services and terms of performance under the ISA, or as amended:

3. [REQUIRED] Identify schedule of performance or completion dates or other benchmarks for performance, or as amended:

4. [REQUIRED] Justification that use of ISA is best value vs. contract with outside vendor:

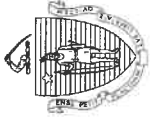
5. Will Seller/Child department state employees (AA Object Class) be fully or partially funded under this ISA? ___ No ___ Yes.
If Yes, justify necessity to use state employees for the ISA vs. use of contractors (contract employees or outside vendors).

6. Subcontractors. Since it is presumed that contracting through the Seller/Child is more cost effective and a better value than the Buyer/Parent directly contracting with an outside contractor(s), any subcontract entered into by the Seller/Child for the purposes of fulfilling the obligations under an ISA must be approved by the Buyer/Parent in advance of the ISA and justified as part of the ISA Attachment A, as follows: (enter "N/A" if subcontractors will not be funded with ISA funds)

7. Identify any equipment that will be leased or purchased by the Seller/Child using ISA funds: (The Buyer/Parent shall determine ownership of equipment purchased by the Seller/Child with ISA funds. Enter "N/A" if equipment not included in ISA.)

8. [REQUIRED] Identify the format and timing of ISA reports to the Buyer/Parent Department. Include the type of reports (e.g., progress or status, data, etc.), timing of reports (e.g., weekly, monthly, final) and the medium for submission of reports (e.g., e-mail, Excel spreadsheet, paper, telephone):

9. Additional ISA Terms: [Insert Terms here. Do not refer to separate attachment(s)]



INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM

ATTACHMENT C -- FEDERAL GRANT SELLER/CHILD ACCOUNT

[Complete ONLY if Buyer/Parent Account is a Federal Grant Account. Seller/Child Department must signoff in order to process document.]

NEW ISA ISA AMENDMENT	BUDGET FISCAL YEAR:	
BUYER/PARENT DEPARTMENT:	SELLER/CHILD DEPARTMENT:	
CTR ONLY - REVENUE BUREAU WILL ASSIGN		
Revenue Budget	Revenue Source	
BUYER/PARENT DEPARTMENT MUST COMPLETE ALL ITEMS BELOW		
CENTRAL BUDGET STRUCTURE (BGCN - BQ89)		
Appropriation Number:	Payroll Indicator: Yes No	
Budgetary Estimated Receipts \$	BGCN Document Identification No.:	
COST ACCOUNTING STRUCTURE (BGRG- BQ88)		
Total Maximum Obligation of ISA: \$	BGRG Document Identification No.:	
MAJOR PROGRAM TABLE SET-UP		
Major Program (6 chars. or less):	Major Program Short Name (same as appropriation number):	
Major Program Name:		
PROGRAM PERIOD TABLE SET-UP OR EXTENDED PROGRAM PERIOD		
Effective From Date:	Effective To Date:	
Program Period:		
Program Period Name:	Program Period Short Name:	
PROGRAM TABLE SET-UP		
Effective From Date:	Effective To Date:	
Program Name:	Program Short Name:	
Program Code: (MUST START WITH "F" followed by up to 9 characters) F	Sub Account:	
FUNDING PROFILE - FUNDING LINE		
Draw Name:	Customer ID	Payment System Code -- Check one option only
EDCAPS:	VC7000000001	<u> </u> D
ECHO:	VC7000000002	<u> </u> E
LOCES:	VC7000000003	<u> </u> L
SMARTLINK:	VC7000000004	<u> </u> S
ASAP- OTHER:	VC7000000005	<u> </u> Y
ASAP:	VC7000000006	<u> </u> Z
GRANT- NON DRAW:	VC7000000007	<u> </u> No Code
FUNDING IDENTIFICATION		
Federal Catalog Agency: (2 digit code)	Federal Catalog Suffix: (3 digit code)	
Letter of Credit No.:		

Authorized Signatory Seller/Child Department: _____ Date: _____ Name: _____

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM INSTRUCTIONS



The Interdepartmental Service Agreement (ISA) Form is issued by the Office of the Comptroller (CTR) pursuant to 815 CMR 6.00 for use by all Commonwealth Departments. The ISA Instructions are provided to assist both Buyer/Parent and Seller/Child Commonwealth Departments with the interpretation and completion of the ISA Form and are incorporated by reference into the ISA. The ISA Form is the "Contract" that documents the business agreement (joint venture) between two Commonwealth departments within the Executive, Judicial and Legislative Branches of government. A Department must be recognized as a Department in the State Accounting System (hereinafter referred to as "MMARS") in order to transfer or receive funding under an ISA. The ISA must comply with funding language in any appropriation act funding the ISA, as well as all applicable general and special state or federal laws, regulations. The Buyer/Parent and Seller/Child are responsible for reviewing and complying with the applicable CTR policies (including but not limited to the ISA, electronic signature and state finance law policies) located CTR Web Portal under Policies. While reasonable efforts have been made to assure the accuracy of the legal requirements for ISAs, Departments should consult with their legal counsel to ensure compliance with all legal requirements related to their performance under an ISA. PLEASE NOTE THAT NOT ALL APPLICABLE LAWS HAVE BEEN CITED IN THIS DOCUMENT. INSTRUCTIONS AND HYPERLINKS MAY BE ADDED OR CHANGED WITHOUT NOTICE, SO CHECK THIS DOCUMENT PERIODICALLY FOR UPDATES.

- ➔ **MMARS DOCUMENT ID:** Enter the state accounting system (MMARS) BGCN or BGCS or other authorized MMARS document number associated with this ISA. ISA related DOC ID Numbering must be done as described below. The Doc ID must be the Doc ID entered into MMARS and reflected on the supporting ISA paperwork. All ISA Doc IDs MUST START WITH "ISA", as follows:

EXAMPLE DOC ID Number: **ISAEPS12345678SDF06A**

First 3 Characters	Second 3 Characters	Next 8 Characters	Next 3 Characters	Next 2 Characters*	Last Character
ISA	Buyer/Parent Department Alpha	Buyer/Parent defined. May be numeric, alpha or combination	Seller/Child Department Alpha	Fiscal Year	A (initial document) B (1st Amendment) C (2 nd Amendment)
ISA	EPS	12345678	SDF	06	A

- ➔ **BUDGET FISCAL YEAR.** Enter the Budget Fiscal Year of the ISA or ISA Amendment, as appropriate.
- ➔ **REQUEST FOR RESPONSE REFERENCE NUMBER.** If the Seller/Child responded to an RFR that was posted on Comm-PASS, enter the RFR Reference Number as posted. If an RFR was not used, indicate "N/A". Seller/Child Departments may respond to a Request for Response (RFR) or other solicitation of a Buyer/Parent Department. If the Seller/Child Department is selected as a contractor, the ISA Form must be used as the "contract" (instead of the applicable Commonwealth Terms and Conditions and Standard Contract Form and Instructions).
- ➔ **BUYER/PARENT/SELLER/CHILD DEPARTMENT NAME:** Enter the 3 Alpha MMARS Department Code. For Example "CTR" for the Office of the Comptroller.
- ➔ **BUSINESS MAILING ADDRESS:** Enter the address where all correspondence to the ISA Manager must be sent. Unless otherwise specified in the ISA, legal notice sent or received by the Department's ISA Manager (with confirmation of actual receipt) through the listed fax number(s) or electronic mail address for the ISA Manager will meet any requirements for written notice under the ISA.
- ➔ **ISA MANAGER:** Identify the authorized ISA Manager who will be responsible for managing the ISA. ISA Managers must be Department Head Authorized Signatories in order to execute the ISA and otherwise obligate the Department with the appropriate MMARS Security to support Department Head Signature Authorization.
- ➔ **PHONE/FAX/E-MAIL ADDRESS:** Identify the phone, fax number(s) and electronic mail (e-mail) address of the ISA Manager.
- ➔ **PURPOSE OF ISA.** Check off whether this is a new ISA or an ISA Amendment. For New ISAs, enter the total Maximum obligation for the duration of the ISA. If an ISA Amendment, check off any of the Amendments that are being made and complete any information in the blanks provided and the Attachments that are identified.
- ➔ **BRIEF DESCRIPTION OF PERFORMANCE GOALS TO BE ACCOMPLISHED BY THIS ISA, OR IF AMENDMENT, IDENTIFY WHAT IS BEING AMENDED:** Identify a brief description of the ISA, ISA name and performance to be accomplished under the ISA. If an ISA Amendment, identify what is being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient *and will result in ISA or Amendment being returned to MMARS Liaison of Buyer/Parent Department*. The description is used to specifically identify the ISA performance, match the ISA with attachments and determine if the appropriate process has been selected.
- ➔ **INDICATE WHETHER SELLER/CHILD DEPARTMENT STATE EMPLOYEES (AA OBJECT CLASS) WILL BE FULLY OR PARTIALLY FUNDED UNDER THIS ISA.** Justification for use of state employees and details of who will be working and work that will be performed must be included as part of ATTACHMENT A.
- ➔ **ACCOUNT INFORMATION.**
 - * Check the correct option for either a BGCN – non-subsidiarized (federal, capital, trust); BGCS – subsidiarized (budgetary); Other (CT, RPO or other document authorized by CTR); Non-Financial ISA (no funds are transferred from Buyer/Parent to Seller/Child with resources committed to ISA; or Amendment without Budget changes to ISA (used only for an Amendment if there are no changes to the budget and no changes to Attachments B and C (if applicable)).
 - * Identify for each account under the ISA whether the account is "added", "deleted or "no change". **THIS SECTION MUST BE COMPLETED FOR AMENDMENTS EVEN IF THE ACCOUNT INFORMATION HAS NOT CHANGED.** Enter each ISA account, fund, major program code and program code for all funding under the ISA. Attachment B must be completed for all financial ISAs and ISA Amendments (with Budgetary or Account amendments). Attachment C must be completed for any financial ISAs or ISA Amendments with Budgetary or Account amendments involving federal or capital funds).
- ➔ **ISA ANTICIPATED START DATE.** Enter the anticipated start date, provided that the Seller/Child certifies that it will not incur any obligations related to this ISA prior to the date that this ISA is executed, NOR prior to the date that sufficient funding for the obligations under this ISA available in the Seller/Child account for expenditure.
 Note - ISA Duration. ISAs can be executed for the duration that makes sense from a business perspective. Multi-Year ISAs are encouraged if it best supports the Buyer/Parent and Seller/Child business processes. Similar to other types of contracts, all ISAs are subject to appropriation or other available funding. Therefore, Departments can enter into a Multi-year ISA even if funding transactions have to be processed annually to support each fiscal year of the ISA. Buyer/Parent and Seller/Child Departments are responsible for ensuring that the

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM INSTRUCTIONS



funding is in place in the authorized Seller/Child account(s) to ensure that the Seller/Child Department can timely encumber funds and pay employees, contractors, grantees, etc. from the authorized ISA Seller/Child account(s) in accordance with the ISA Terms and Conditions.

- ➔ **TERMINATION DATE OF THIS ISA:** The Buyer/Parent Department must enter the date the ISA will terminate. An ISA must be signed for the full duration and amount in accordance with what is negotiated between the Buyer/Parent and Seller/Child Department. Amendments to extend the termination date, such as renewals, must be made using the ISA Form and must be signed by authorized Department Head signatories (with appropriate MMARS Authorized Signatory Security roles) of both the Buyer/Parent and the Seller/Child Department contemporaneously with the need for the amendment but no later than the termination date (or as previously amended) in accordance with 815 CMR 6.00.
- ➔ **AUTHORIZING SIGNATURE FOR BUYER/PARENT DEPARTMENT/DATE:** The Authorized Buyer/Parent Department Signatory must, in their own handwriting, and in ink, sign AND enter the date the ISA is signed. **THE DATE IS AN INEXTRICABLE PART OF THE SIGNATURE AND MUST BE COMPLETED BY THE SIGNATORY AND MAY NOT BE PRE-FILLED OR ENTERED AFTER THE SIGNATURE BY ANOTHER PERSON.** Rubber stamps, typed or other images are not acceptable. See CTR policies on Electronic Signature and Department Head Signature Authorization for Department Head and Authorized Signatory certifications and responsibilities.
- ➔ **NAME /TITLE:** The Buyer/Parent and Seller/Child Department Authorized Signatory's name and title must appear legibly.
NOTE: Secretariat signoff is not required in order for CTR to process an ISA. However, Seller/Child and Buyer/Parent Departments are required to follow any internal secretariat procedures when obtaining authorization for an ISA (or for certain ISA transactions such as an inter-subsidary transfer "TS") prior to submission to CTR. All ISAs are periodically reviewed by CTR to verify that the signatories are authorized by their Department Head to execute contracts. Departments are responsible for timely processing through secretariats to ensure timely funding as required under the Department Head certifications.
- ➔ **ATTACHMENT A – TERMS OF PERFORMANCE AND JUSTIFICATIONS.** *Attachment A is required for all new ISAs and for all ISA Amendments.* Departments must use this attachment and insert (type, or copy and paste) the required information in addition to other terms of performance negotiated by the parties under Section 9. Sections 1-8 are mandatory and must be answered in detail or the ISA will be returned to the Buyer/Parent Department MMARS Liaison. All information must be inserted into Attachment A using as many pages as necessary. If Amending the ISA, completion of Sections 1, 2 and 3 identifying what is being amended and the reasons for the amendments is required. For sections 4-9 enter only the amended language in the sections being amended.
- ➔ **ATTACHMENT B - ANTICIPATED BUDGET.** *Attachment B is required for all New ISAs and for all ISA Amendments with budget and accounting transactions.* Departments must use this form. Insert all required information and use as many additional lines and pages as necessary. This attachment must breakdown the specifics of the ISA funding, by fiscal year, Seller/Child account, object class, description and amount. For multi-year ISAs the Attachment must provide a subtotal each fiscal year of the ISA (which equals each fiscal year's anticipated maximum obligation). All ISAs must provide a total maximum obligation for the total duration of the ISA (which must equal the total of all fiscal year subtotals) and must match the "Total Maximum Obligation for Duration of ISA" on the executed ISA.
 - * Check "Initial ISA Budget", or "ISA Amendment"
 - * Identify the MMARS Doc ID if the ISA is being amended.
 - * **Complete Columns A-E For New ISAs. Complete Columns A-I for Amendments.**
 - **Column "A" (Budget Fiscal Year).** Enter the fiscal year of the funding, or amendment. For Multi year ISAs Column A must list planned expenditures by each fiscal year of the ISA.
 - **Column "B" (Seller/Child Account).** Enter the number of each Seller/Child account listed on the ISA Form. For ISAs using multiple Seller/Child Accounts, Column B must list planned expenditures for each Seller/Child account.
 - **Column "C" (Object Class).** Enter the Object Class (subsidiary) as outlined in the CTR Expenditure Classification Handbook (for example, "AA" for Employee compensation, "EE" for Administrative Expenses, "HH" for Consultant Contracts, etc.). IF the line item is authorized for multiple fiscal years, enter a separate line-item for each fiscal year of the ISA in which the line-item is authorized, specifying the estimated amount of the authorized expenditure. Line-items break downs of estimated expenditures by Object Class are required even if the Buyer/Parent account is non-subsidiarized, since the Budget acts as the authorization for the ISA expenditures. For subsequent fiscal years, entering "Balance Forward Amount" for federal, bond and trust accounts is insufficient, since good project management practices presume that departments will be managing estimated expenditures over the life of a project with planned fiscal year obligations, rather than managing projects solely based upon remaining uncommitted estimated receipts or uncommitted balances.
 - **Column "D" (Description).** Enter a brief description of the type of authorized budget expenditure or category, (e.g., "Conference Materials", "Program Manager", "Health Evaluations" etc.)
 - **Column "E" (Initial ISA Amount/or Amount Prior to Amendment).** Enter the amount for the budget item authorized under the ISA for each fiscal year. If the ISA is being amended, enter the current amount for this line-item, prior to the amendment. The Amendment amount will be entered in Column G and the new total will be entered in Column I.
 - **Column "F" (+/-)** is only used if the ISA is being amended to add or reduce a budget line item. Enter "+" for budget addition or "-" for a budget reduction.
 - **Column "G" Amendment Amount** is only used if the ISA is being amended to add or reduce a budget line item. Enter the amount of the budget line being increased or decreased.
 - **Column "H" (Carry-In)** is only used if the ISA is being amended to reduce a prior year federal grants fund line item with uncommitted estimated receipts that are being re-authorized in the current or a future fiscal year. Enter "YES" in this column for each line item being amended (by object class and description) to reflect a reduction in the budget in a prior fiscal year line item, and for each line item being added (by object class and description) to reflect a reauthorization of the funds in the current or a future fiscal year.
 - **Column "I" New Amount After Amendment** is only used if the ISA is being amended to add or reduce a budget line item. Enter new ISA Amount after the adding or reduction of the line-item amount referenced in Column G.
 - * **FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION.**

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM INSTRUCTIONS



- Fiscal Year Subtotals. For single fiscal year ISAs enter the fiscal year (e.g., "Fiscal Year 2007") and enter the subtotal of all "Current Amounts" (Column E) for that fiscal year. For Multi-year ISAs, enter each fiscal year of the ISA as a separate subtotal and enter the subtotal of all "Current Amounts" for each fiscal year.
- Total Maximum Obligation for Duration of ISA. Enter the Total Maximum Obligation for the Duration ISA for all fiscal years (as identified on the executed ISA Form). For single fiscal year ISAs, this amount should be the same as the Fiscal Year Subtotal. For Multi-fiscal year ISAs, this amount should equal the total of all the listed fiscal year subtotals.

➔ **ATTACHMENT C – FEDERAL GRANT SELLER/CHILD ACCOUNT** (complete only if Buyer/Parent Account is a Federal Account). Please enter the following information on this form.

- * Enter whether this is a "New" ISA or an ISA Amendment and enter the Budget fiscal year.
- * Enter the Buyer/Parent and Seller/Child Departments, which must match the ISA.
- * *Skip the Revenue Budget and Revenue Source which will be completed by CTR.*
- * **CENTRAL BUDGET STRUCTURE:**
 - Appropriation Number. Enter the Appropriation Number assigned by ANF.
 - Payroll Indicator. Enter a Payroll indicator of Yes or No.
 - Estimated Budgetary Receipts. Enter the amount of the Estimated Budgetary Receipts (the amount estimated in the ISA or Amendment for the current state fiscal year).
 - BGCN Document Identification No. Enter the MMARS Document Identification Number for the Central Expense Document (BGCN). The BGCN must be entered and submitted to PEND in MMARS. Providing a screen print of the BGCN aids CTR in the processing of the ISA and set up of the accounts or account changes.
- * **COST ACCOUNTING STRUCTURE.**
 - Total Maximum Obligation of ISA or ISA Amendment Amount. For New ISAs, enter the Total Maximum Obligation of the ISA for the full duration of the ISA. For ISA Amendments, enter the amount of the modification.
 - BGRG Document Identification No. Enter the MMARS Document Identification Number for the Reimbursable Grant Budget Document (BGRG). The BGRG must be entered and submitted to PEND in MMARS. Providing a screen print of the BGRG aids CTR in the processing of the ISA and set up of the accounts or account changes.
- * **MAJOR PROGRAM TABLE SET-UP.** This sets up the cost accounting hierarchy with groups of activities (programs) all part of one structure. For example – a major program could be wastewater management – WASTE. All documents (contracts, encumbrances, payments will reference this code.) All documents (contracts, encumbrances, payments will reference this code.)
 - Major Program. Enter the 6 (or fewer) character Major Program Code assigned by the department.
 - Major Program Name. Enter the full Major Program Name.
 - Major Program Short Name. Enter the Major Program Short Name.
- * **PROGRAM PERIOD TABLE SET-UP OR EXTENDED PROGRAM PERIOD (EPP).** Enter the Program Period or Extended Program Period (EPP) information. This establishes the effective period of the grant. Please note that end dates are "hard edited" by the system, thus please take into account the accounts payable period for grants when establishing this date. Multiple periods allow for easy periodic reporting aligned to federal reporting dates. However, a Buyer/Parent department may choose to use 1 reporting period – EPP – that encompasses all dates. The downside of this method is that specific periodic federal reporting by the system is not achieved.
 - Enter the Program Effective From Date and Effective to Date.
 - Enter the Program Period or Extended Program Period (EPP) information.
 - Enter the Program Period Name, and Program Period Short Name.
- * **PROGRAM TABLE SET-UP.**
 - Enter Program Name. For example a program could be for "storm water discharge".
 - Enter Program Short Name:
 - Program Code. Enter the 10 (or fewer) characters. All Federal Program codes must begin with the letter "F". This is the second level of the cost accounting hierarchy. Programs are individual activities within a Major Program. Using the major program example, a program could be for storm water discharge – the program code would be "Fstormdis". All documents (Recurring Payment Order (RPO), payments will reference this code.)
 - The sub account must be the sub account in the award letter or the draw on the federal grant will fail. If a sub-account changes, this code must change.
- * **FUNDING PROFILE - Funding Line.** This must be filled out properly – indicating the federal payment system to be used. If the wrong payment system is indicated, the draws on the federal grant will fail. Enter a check next to appropriate Payment System Code.
- * **FUNDING IDENTIFICATION.**
 - Federal Catalog Agency Code. Enter the 2 digit Federal Catalog Agency code.
 - Federal Catalog Suffix. Enter the 3 digit Federal Catalog Suffix code from your award letter or contact the appropriate agency. This must align to the grant award. The proper grant identification information is a federal reporting requirement.
 - Letter of Credit No. Enter the Letter of Credit No. for this grant award.

COMPLETED ISAS SHOULD BE SUBMITTED FOR PROCESSING TO:

Office of the Comptroller, One Ashburton Place – 9th Floor, Attention: Accounts Payable Bureau, Contracts, Boston, MA 02108
CTR Helpline: **617-973-2468**



FY21 CREDIT AND PUBLICITY (MANDATORY)

Acknowledging Trust Support

The grant your organization has been awarded is provided entirely through the sale of the state's three environmental license plates. By recognizing the Trust for its support, you are recognizing the thousands of individual plate holders that voluntarily contribute their support to protect and preserve the waters and related resources of the Commonwealth.

The visibility afforded the Trust through your organization's project is the best possible way of communicating the good work being accomplished by license plate revenues. For more information regarding the environmental license plate program, contact the Trust at www.whaleplate.org, www.mass.gov/orgs/massachusetts-environmental-trust or visit the Registry of Motor Vehicle's website at <https://secure.rmv.state.ma.us/SpecialPlates/intro.aspx>, click continue, check Accept the Terms box, click green arrow, then scroll through to choose one of the Trust's plates.

Legal Requirements

The following section referred to in **Attachment C: Conditions of Funding** outlines the legal requirements for crediting the Massachusetts Environmental Trust for the financial support of your organization's project/program. **Compliance with these requirements is mandatory in order to receive all funding. Furthermore, this step will be carefully reviewed in your grant reports and considered in future grant requests made by your organization.**

The Massachusetts Environmental Trust is referred to as "the Trust" and your organization is "the Grantee."

A. Visual Credit

Using the Trust Logos

The Trust must be acknowledged for its funding support of this project by use of the Trust logos that have been emailed to you. If you have any questions regarding the use of the logos, please contact the Trust. **The logos must be reproduced as a unit without alteration and must be used in a size appropriate to both the materials created as well as the level of funding provided.**

- **Promotional Materials:** The Trust logos and website address must be used on all printed materials (including, but not limited to, brochures, newsletters, press releases, etc.) film/web productions in support of activities to which the Trust grant contributes.
- **Educational Materials:** The Trust logos with website address must be used on all educational materials (including curricula, pamphlets, films/web productions, etc.) distributed in association with the funded project.

- **Online Materials:** The Trust logos with website address to the registry's special plate location **must be used on online materials** (including web sites, listservs, etc.) related to the project activities funded by this grant for a minimum of the entire duration of the grant: <https://secure.rmv.state.ma.us/SpecialPlates/intro.aspx>, or www.whaleplate.org.
- **Also a link to the Trust's website and logos must also appear on your website, www.mass.gov/orgs/massachusetts-environmental-trust,**
- **Reports/Publications:** The Trust logos must appear in a prominent place on either the front or back cover of the publication along with the Trust website address.
- **Exhibition Signage:** For any exhibition, educational kiosk, or other public venue related to the funded project, a placard, sign, or banner must be displayed crediting the Trust using the Trust logos and/or a written statement which includes the website for both the Trust and the registry's special plates.

B. Written Credit

- **Reports/Publications:** In addition to use of the Trust logos, credit must be given on the title page of all reports/publications produced by the grant recipient in a type not smaller than 8 point. The statement should read as follows if full funding is provided by the Trust: *This project is funded by the Massachusetts Environmental Trust www.mass.gov/orgs/massachusetts-environmental-trust.*
- For partial funding: *This project is funded in part by the Massachusetts Environmental Trust www.mass.gov/orgs/massachusetts-environmental-trust.*

The Trust must be listed in annual reports in the donor category that is most appropriate to the level of financial support that the Grantee is receiving from the Trust.

- **Exhibition Signage:** For any exhibition, educational kiosk, or other public venue related to the funded project, a placard, sign, or banner must be displayed crediting the Trust using the Trust logos and website address www.mass.gov/orgs/massachusetts-environmental-trust
- and/or a written statement.

C. Verbal Credit

- **Multimedia Interviews:** Verbal credit mentioning www.whaleplate.org must be given to the Trust during radio and television appearances related to the funded project. The Grantee must also acknowledge the Trust's support in any newspaper interviews related to the funded project.
- **Presentations/Events:** Verbal credit mentioning www.whaleplate.org must be given to the Trust at each public presentation or meeting related to the funded project. In addition, Trust staff and Board members should be invited to meetings and public events related to this project, as appropriate.

D. Project Partners/Collaborators

- Organizations that are official collaborators with the primary grant recipient must comply with the above-mentioned requirements. The Grantee is responsible for informing collaborators of this policy.

E. Promoting License Plates Sales

Every driver in the state can help protect our water resources and environment by purchasing a Massachusetts Environmental Trust license plate. Although your boards, advisors and membership may be aware of your funding sources, we urge you to make a direct call to action by asking them to purchase one of the Trust's specialty license plates.

A condition of receiving this grant is your requirement to support our efforts to increase the sale of "Preserve the Trust" plates by:

- Making every effort to promote the license plates throughout the duration of your grant.
- The letter sent to your board and/or advisors promoting the sale of Trust specialty plates including the link to the RMV <https://secure.rmv.state.ma.us/SpecialPlates/intro.aspx> and the Trust, www.whaleplate.org or www.mass.gov/orgs/massachusetts-environmental-trust
- , as well as including a Trust flyer with purchase details.
- Promoting the sale of Trust plates to your membership through direct mail, newsletters and website announcements.
- Publicizing your grant and the accomplishments of your organization in your community newspaper, on local radio, and cable access. Always include the Trust web address www.mass.gov/orgs/massachusetts-environmental-trust
- and for information on the Trust specialty license plate program <https://secure.rmv.state.ma.us/SpecialPlates/intro.aspx> or www.whaleplate.org. A sample press release is enclosed which includes specific language on the purchase of plates.



TRUST AT A GLANCE



The Massachusetts Environmental Trust protects and preserves the Commonwealth's water resources and their ecosystems through its unique and diverse grant making programs. Coastal and fresh water habitats, conservation efforts, watershed associations, community foundations, schools, and urban and rural communities all benefit from Trust grants.

The Trust's ability to support critical environmental initiatives throughout Massachusetts stems primarily from the 70,000 Bay State citizens who purchase special environmental license plates—the only specialty plates sold in Massachusetts that exclusively fund environmental programs. The Trust also directs the proceeds from environmental litigation settlements.

The Trust is dedicated to proactive environmental stewardship, environmental awareness and the protection of our state's water-related resources. We are the Commonwealth's premier environmental philanthropy.

MISSION

The mission of the Massachusetts Environmental Trust is to fund and coordinate projects that:

- Encourage cooperative efforts to raise environmental awareness, and
- Enable innovative approaches that can restore, protect, and improve water and water-related resources of the Commonwealth.

STATEMENT OF PURPOSE

Guided by the Board of Trustees and in consultation with other environmental specialists, the Trust:

- Identifies and funds those innovative, collaboration-based projects which promise to yield the greatest impact on behalf of the environment;
- Works in concert with environmental organizations, educational institutions, government agencies, corporations, and individuals to increase understanding of Massachusetts waters and the effects of human activities upon them;
- Encourages public involvement in activities that promote, protect, and restore these biologically diverse water related resources as public treasures for present and future citizens of the Commonwealth;
- Works in conjunction with litigators to disburse the proceeds of environmental settlements for projects that restore damaged resources or prevent future harm to the environment;
- Strives to bring environmental concerns to the attention of citizens through the Commonwealth's specialty environmental license plate series and other educational initiatives; and
- Encourages other philanthropies to increase their commitment to the environment.

Contact Information:

Kim Tilas, Executive Director

Massachusetts Environmental Trust
100 Cambridge Street, Suite 900
Boston, Massachusetts 02114
Tel: 617.626.1045
Fax: 617.626.1181
env.trust@state.ma.us
www.mass.gov/eea/met



BOARD OF TRUSTEES

R.J. Lyman, Chairman

Senior Advisor
ML Strategies

Dicken Crane

President, Dicken Crane Logging
President and Manager, Holiday Farm, Inc.

John P. DeVillars

Senior Vice President, National Sales Organization
TRC Companies, Inc.

Nathan L'Etoile

New England Director
American Farmland Trust

Arleen O'Donnell

Vice President
Eastern Research Group, Inc.

Robert O'Leary

Professor
Massachusetts Maritime Academy

Jeffrey R. Porter, Esq.

Environmental Law Practice Group
Mintz, Levin, Cohn, Ferris, Glovsky and
Popeo, P.C.

Pamela P. Resor

Retired-Massachusetts State Senator
Chair of the Committee on the Environmental,
Natural Resources and Agriculture



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: October 13, 2020

IV

BUSINESS – B

REQUESTED BY:	Selectboard member Curley
DESIRED ACTION:	Discussion of Woodland Fire Management
PROPOSED MOTION:	N/A – Discussion
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea ____ Nay ____ Abstain ____



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: October 13, 2020

IV

BUSINESS – C

REQUESTED BY:	Town Clerk
DESIRED ACTION:	Sign the November 3 rd Election Warrant
PROPOSED MOTION:	I move and authorize that the Board sign the November 3, 2020 election warrant.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

WARRANT FOR THE NOVEMBER 3RD, 2020 STATE ELECTION

SS.

To the Constables of the City/Town of WELLFLEET, MASSACHUSETTS,

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in Elections to vote at:

Ward 0 / Precinct 1

ward/precinct numbers

WELLFLEET COUNCIL ON AGING 715 OLD KINGS HWY
polling location

on **TUESDAY, THE THIRD DAY OF NOVEMBER 2020**, from 7:00 A.M. TO 8:00 P.M. for the following purpose:

To cast their votes in the State Election for the candidates for the following offices:

ELECTORS OF PRESIDENT AND VICE PRESIDENT	FOR THESE UNITED STATES
SENATOR IN CONGRESS	FOR THIS COMMONWEALTH
REPRESENTATIVE IN CONGRESS	NINTH DISTRICT
COUNCILLOR	FIRST DISTRICT
SENATOR IN GENERAL COURT	CAPE & ISLANDS DISTRICT
REPRESENTATIVE IN GENERAL COURT	FOURTH BARNSTABLE DISTRICT
REGISTER OF PROBATE	BARNSTABLE COUNTY
COUNTY COMMISSIONER	BARNSTABLE COUNTY
BARNSTABLE ASSEMBLY DELEGATE	TOWN OF WELLFLEET

QUESTION 1: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 5, 2020?

SUMMARY

This proposed law would require that motor vehicle owners and independent repair facilities be provided with expanded access to mechanical data related to vehicle maintenance and repair.

Starting with model year 2022, the proposed law would require manufacturers of motor vehicles sold in Massachusetts to equip any such vehicles that use telematics systems — systems that collect and wirelessly transmit mechanical data to a remote server — with a standardized open access data platform. Owners of motor vehicles with telematics systems would get access to mechanical data through a mobile device application. With vehicle owner authorization, independent repair facilities (those not affiliated with a manufacturer) and independent dealerships would be able to retrieve mechanical data from, and send commands to, the vehicle for repair, maintenance, and diagnostic testing.

Under the proposed law, manufacturers would not be allowed to require authorization before owners or repair facilities could access mechanical data stored in a motor vehicle's on-board diagnostic system, except through an authorization process standardized across all makes and models and administered by an entity unaffiliated with the manufacturer.

The proposed law would require the Attorney General to prepare a notice for prospective motor vehicle owners and lessees explaining telematics systems and the proposed law's requirements concerning access to the vehicle's mechanical data. Under the proposed law, dealers would have to provide prospective owners with, and prospective owners would have to acknowledge receipt of, the notice before buying or leasing a vehicle. Failure to comply with these notice requirements would subject motor vehicle dealers to sanctions by the applicable licensing authority.

Motor vehicle owners and independent repair facilities could enforce this law through state consumer protection laws and recover civil penalties of the greater of treble damages or \$10,000 per violation.

A **YES VOTE** would provide motor vehicle owners and independent repair facilities with expanded access to wirelessly transmitted mechanical data related to their vehicles' maintenance and repair.

A **NO VOTE** would make no change in the law governing access to vehicles' wirelessly transmitted mechanical data.

QUESTION 2: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 5, 2020?

SUMMARY

This proposed law would implement a voting system known as "ranked-choice voting," in which voters rank one or more candidates by order of preference. Ranked-choice voting would be used in primary and general elections for all Massachusetts statewide offices, state legislative offices, federal congressional offices, and certain other offices beginning in 2022. Ranked-choice voting would not be used in elections for president, county commissioner, or regional district school committee member.

Under the proposed law, votes would be counted in a series of rounds. In the first round, if one candidate received more than 50 percent of the first-place votes, that candidate would be declared the winner and no other rounds would be necessary. If no candidate received more than 50 percent of the first-place votes, then the candidate or candidates who received the fewest first-place votes would be eliminated and, in the next round, each vote for an eliminated candidate would instead be counted toward the next highest-ranked candidate on that voter's ballot. Depending on the number of candidates, additional rounds of counting could occur, with the last-place candidate or candidates in each round being eliminated and the votes for an eliminated candidate going to the voter's next choice out of the remaining candidates. A tie for last place in any round would be broken by comparing the tied candidates' support in earlier rounds. Ultimately, the candidate who was, out of the remaining candidates, the preference of a majority of voters would be declared the winner.

Ranked-choice voting would be used only in races where a single candidate is to be declared the winner and not in races where more than one person is to be elected.

Under the proposed law, if no candidate received more than 50 percent of first-place votes in the first round, the rounds of ballot-counting necessary for ranked-choice voting would be conducted at a central tabulation facility. At the facility, voters' rankings would be entered into a computer, which would then be used to calculate the results of each round of the counting process. The proposed law provides that candidates in a statewide or district election would have at least three days to request a recount.

The Secretary of State would be required to issue regulations to implement the proposed law and conduct a voter education campaign about the ranked-choice voting process. The proposed law would take effect on January 1, 2022.

A YES VOTE would create a system of ranked-choice voting in which voters would have the option to rank candidates in order of preference and votes would be counted in rounds, eliminating candidates with the lowest votes until one candidate has received a majority.

A NO VOTE would make no change in the laws governing voting and how votes are counted.

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this _____ day of _____, 2020.

Selectboard of the Town of WELLFLEET

Michael DeVasto-Chair

Janet Reinhart-Vice Chair

Justina Carlson-Member

Helen Miranda Wilson-Member

Ryan D Curley -Clerk

I certify that I have posted the Warrant at both the Wellfleet Post Office and the South Wellfleet Post Office,

This _____ day of _____ 2020.

Constable

Month and Day

, 2020.

Warrant must be posted by October 27, 2020, (no fewer than seven days prior to the November 3, 2020 State Election).



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: October 13, 2020

IV

BUSINESS – D

REQUESTED BY:	Chair
DESIRED ACTION:	FY 2021 Selectboard Goals
PROPOSED MOTION:	I move to accept the FY 2021 Selectboard Goals as printed in the packet and amended at this meeting and direct the Secretary to print and post them as such to the Town website.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

Category	Subcategory	Goal	Goal Description	Requesting Members	Comments
Housing	programs	Attainable Housing	Increase inventory for year round market rate and affordable rentals. Also increase assistance to working domiciled residents to purchase homes.	DeVasto	
Housing	programs	Support Affordable Accessory Dwelling Unit (AADU) Program	Advocate for the Large Decentralized Treatment System Scenario 2 (35,000g/d) using advanced IA and to do so on a fast timeline to ensure that the project as a whole can be completed as soon as practicable.	Carlson	
Housing	projects	95 Lawrence Road Wastewater Treatment Plan		Curley	
Housing	regulations	Expanded Residential Tax Exemption	Implement an expanded residential tax exemption to include housing rented on a year-round basis. FY 2020's median residential tax exemption was \$857/yr (Nancy Vali, Wellfleet Selectboard Meeting, Sept 8, 2020). Expanding this exemption provides a small incentive to those who rent their property out on a year-round basis. Without expanding the exemption to include year-round rentals, we expose this type of housing an additional tax burden of approximately \$300/yr. An expansion of the exemption would provide a net benefit to year-round rentals of roughly \$1157 for a median house.	Curley	
Housing	regulations	Change Condominium Regulations	Promote long term housing stock availability by changing condominium regulation to allow more than one unit to be occupied on a year-round basis provided there is sufficient septic capacity. Intentionally limiting a segment of Wellfleet's housing stock in the face of a housing crisis is irrational and artificially reducing year-round housing stock. Wellfleet had 339 condominiums as of 2017, with the overwhelming majority of these restricted to seasonal use only (Housing Needs Assessment and Action Plan, 2017).	Curley	
Housing	regulations	Accessory Dwelling Units by Right	Accessory dwelling units should be allowed by right as long as a lot can meet all other applicable requirements, bylaws, and be occupied on a year-round basis. Accessory dwelling units should be available to all potential residents regardless of income requirements. The affordable accessory dwelling unit requirements currently in place are a paperwork nightmare and one that needs to be repeated year after year. Due to this, only a handful of affordable accessory dwelling units have been built since adopting the affordable accessory dwelling unit bylaw. Removing these onerous requirements will spur the construction of such housing in the future. We will need a mechanism to ensure that accessory dwelling units can only be used for year-round housing to prevent their use as short term rentals. This may encourage non-resident taxpayers to construct year-round accessory dwelling units on properties that otherwise are used only on a seasonal basis.	Curley	
Housing		continued support		Reinhart	

Category	Subcategory	Goal	Goal Description	Requesting Members	Comments
Environment	water	Representative on the Cape Cod Water Protection Collaborative		Carlson	
Environment	energy/climate	Representative on the Cape Cod Water Protection Fund, management		Carlson	
Environment	energy/climate	Municipal Rooftop Solar	<p>Access all town-owned buildings in good repair for their suitability for rooftop solar and the cost-effectiveness of any modifications needed to support rooftop solar. Rooftop solar presents an opportunity to reduce the town's energy costs while reducing greenhouse gas emissions. The continued increase in the installation cost of PV panels and the slow increase in MA electrical prices makes rooftop solar an attractive investment to reduce long term energy costs. In addition to determining the present-day economic practicality of installing rooftop solar, we should implement a scale that weighs changes in price per kW installed and the wholesale price per kW for electricity providers. This would allow us to judge in the future when it may be economically particle to fit rooftop solar on buildings where it may not make sense currently.</p>	Curley	
Environment	energy/climate	Municipal Plugin Hybrids	<p>Transition town department vehicle replacements to plugin hybrids where available and practicable. Over the long term, plugin hybrids could provide significant cost reductions in operations through reduced fuel and maintenance costs, while reducing emissions.</p>	Curley	
Environment	energy/climate	Electric Equipment	<p>In addition to vehicles, the town should establish a replacement policy for all current fuel-powered equipment classes to replace them with electric equipment where possible and economical. Electric equipment often has drastically lower maintenance costs. Reducing long maintenance costs presents a means to build long term savings into the town's operations.</p>	Curley	
Environment	energy/climate	Climate Change	<p>Prepare for future sea level rise.</p>	Devasto Wilson	
Environment	energy/climate	Include sea level rise and climate change when considering all long-term land-use decisions.			

Category	Subcategory	Goal	Goal Description	Requesting Members	Comments
Economic Development	jobs	Support local businesses and jobs		Carlson	
Economic Development	jobs	Expansion of Home-Based Business - Allow non-family members to work for home-based businesses	Wellfleet's current bylaws require that "service trade home business" to have no more than three non-family member employees, for general home-based business, no more than two non-family members. This constraint, combined with the lack of commercial space, presents a challenge for a business to grow. Wellfleet should increase the number of allowable non-family employees for all home-based businesses. Employees should also be defined as full-time equivalent employees.	Curley	
Economic Development	jobs	Expansion of Home-Based Business - Increase the allowable floor area allocated to home-based businesses	Increase the allowable floor area utilized by the home occupation from the current 25% to 35% for both Home Occupations and Service Trade Home Businesses. Home-based businesses have always been part of our traditional character. These two changes aim to allow a home-based business to expand organically to the point where it can afford to rent a dedicated commercial location while addressing the limited availability of affordable commercial space.	Curley	
Infrastructure	projects	Fiber Optics/Cell Tower/Consultant		Reinhardt	
Infrastructure	projects	Bike Trails and Bike Lanes		Reinhardt	
Infrastructure	projects	Bike Trail - Work to Secure an Alternative Bike Trail Terminus		Curley/DeVasto	
Infrastructure	projects	Bike Trail - meet together with all parties		Wilson	
Infrastructure	town property and buildings	Harbor/Marina Plan: shellfish shack; public/private improvement plan; parking; bathrooms; climate mitigation		Reinhardt	
Infrastructure	town property and buildings	Marina - L Pier		Curley	
Infrastructure	town property and buildings	Gas Tanks at Marina - Replacement Plan		Curley	
Infrastructure	town property and buildings	Harbor Dredging	Continued support and maintenance plan to prevent the deteriorated conditions that currently exist	DeVasto/Reinhardt	
Infrastructure	town property and buildings	Infrastructure and Buildings	Work with DPW to get assessment of all public infrastructure and buildings. Create maintenance plan to ensure town property is kept from disrepair	DeVasto	
Infrastructure	town property and buildings	Town Hall Lawn	Work with DPW and gather public input on revitalization of town hall lawn, replace the awful plastic public benches with nice wooden ones.	DeVasto	
Infrastructure	town property and buildings	Old Shellfish Shack		Wilson	
Infrastructure	town property and buildings	Right of Way for Landfill Solar Array	The right of way for the landfill solar array. We need to be able to hook up the array as soon as possible. Resolving these issues is a priority for the town, so we can start to see the returns generated by this solar installation.	Curley	

Category	Subcategory	Goal	Goal Description	Requesting Members	Comments
Infrastructure	water	Wastewater - continued support	The time for talking is closing as a town we real action, and it needs to happen soon. First, everyone needs to realize that there is a clear and pressing need. Second is that no matter what we do, it will cost significant amounts of money. The water quality condition in the entire harbor is declining year over year. Further water quality declines are inevitable unless steps are taken to address the issue. The longer we wait to materially address our harbor's water quality problems, the greater risk of adverse outcomes within the harbor or the town being sued.	Reinhart Curley	
Infrastructure	water	Wastewater - Plans			
Infrastructure	water	Wastewater - Setting Nutrient Remediation Standards for Municipal Projects	We need to establish standards for town-owned or maintained assets within the Wellfleet Harbor watershed, even in the absence of a completed wastewater plan. Every project that the town conducts presents an opportunity to reduce nutrient inflows. Any project that is built without building in nutrient remediation features is a lost opportunity that may result in higher costs incurred by the town to retrofit these assets at a later date.	Curley	
General	communication	Improve ongoing communication and process for compliance with Boards and Committees		Carlson	
General	communication	Improve ongoing communication between all municipal groups (including staff)	When a jurisdictional overlap occurs, have related committees and personnel informed.	Wilson	
General	partnerships	Continue to improve the public process with support for compliance with laws and regulations, including training for committee members. Research and organize workshops for same.		Wilson	
General	partnerships	NPS Land Swaps		Wilson	
General	partnerships	Recreation	Work with the national seashore to increase recreational opportunities including bike trails and parking areas.	DeVasto	
General	staff	Public Safety - Police Dash and Body Cameras		Curley	
General	staff	Public Safety - Lifeguards in September		Curley	
General	staff	Public Safety - Cell Phone Repeaters for the Beaches		Curley	
General	staff	Staffing - IT Director		Curley	



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: October 13, 2020

IV

BUSINESS – E

REQUESTED BY:	Chair
DESIRED ACTION:	Review and approval of letter to National Seashore Superintendent, re: Bike Trail Projects
PROPOSED MOTION:	<p>I move to rescind the September 30, 2020 motion to send the letter drafted at that meeting to Brian Carlstrom.</p> <p>I move to approve the letter to Brian Carlstrom, as drafted by Michael DeVasto and as amended at this meeting and authorize the Chair to sign it on behalf of the Board.</p>
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



**TOWN OF WELLFLEET
OFFICE OF THE SELECTBOARD**

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667
Tel (508) 349-0300 Fax (508) 349-0305
www.wellfleet-ma.gov

October 2, 2020

Brian Carlstrom, Superintendent
Cape Cod National Seashore
99 Marconi Site Rd.
Wellfleet, MA 02667

Dear Superintended Carlstrom,

We invite you to a meeting to discuss the DCR's Bike Trail and Dot's Rte. 6 project, as currently being proposed, to improve the stretch of Rte. 6 in Wellfleet in the vicinity of Main Street and Cahoon Hollow Rd.

Since the Cape Cod Commission Report on the Cape Cod Bike Trial was published, a lot of water has gone under the bridge. More of the public has more information relating to continuing the Bike Trail through Wellfleet and has repeatedly asked to be effectively included in this part of the process.

Everyone on the Outer Cape drives through this stretch of road. We are all abutters. We have heard from our constituents and the many people who pass through this zone and they are concerned.

Sincerely,

The Wellfleet Selectboard

Michael DeVasto, Chair on behalf of:
Janet Reinhart, Vice Chair
Ryan Curley, Clerk
Justina Carlson
Helen Miranda Wilson

Dear Superintendent Brian Carlstrom,

We would like to invite you to meet with us and discuss the DCR's Bike Trail and Dot's Rte. 6 project, as currently proposed. We are interested in working with the National Seashore and the Cape Cod Commission on an alternative or concurrent route for cyclists to safely travel through the town of Wellfleet.

According to the Cape Cod Commission Master Plan, "A more detailed evaluation of possible route designs between the Wellfleet railbed and the Route 6/Main Street area in Wellfleet is needed." It also states that "Alternative routes through this area should be explored, including placing the route within the Route 6 right-of-way, placing the route behind existing commercial uses and the cemetery, placing the route along the Old Kings Highway and Cahoon Hollow Road to Route 6, and placing the route along the previously considered and dismissed utility corridor."

Since the Master Plan was published, motor vehicle traffic in this area has increased and a busy gas station/convenience store has been constructed on the route. The current plan as proposed does not meet the the first goal specified in the Master Plan to "provide a safe and enjoyable Cape experience for residents and visitors alike with a system of connected bicycle and pedestrian facilities," and to "Minimize motorized/non-motorized vehicle conflict."

We are hopeful that the Cape Cod National Seashore will support our efforts to find a safe and scenic trail that meets the all of goals and objectives laid out in Outer Cape Bicycle and Pedestrian Master Plan. Thank you for your consideration.



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: October 13, 2020

IV

BUSINESS – F

REQUESTED BY:	Chair
DESIRED ACTION:	Review of Chosen Applicant for Building Inspector, per Section 5.4.2 of the Town Charter
PROPOSED MOTION:	N/A – Discussion
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

Paul M. Fowler

508-364-7472

Pfowler508@gmail.com

Michael Trovato
Wellfleet Town Hall
300 Main Street
Wellfleet, MA 02667

September 25, 2020

Mr. Trovato

RE: Building Inspector

I am extremely interested in the position of Building Inspector/Commissioner recently posted.

I currently hold a Massachusetts Building Official, Local inspector designation as well as Massachusetts Unrestricted Construction Supervisor license. Presently I am employed as a Building Inspector for the Town of Dennis, providing me with current knowledge of building inspections, enforcement of Local Zoning Bylaws and issuing Building Permits. In addition to my building inspection and construction background, I previously attained over 7 years experience working with a Hyannis non-profit agency.

I am very comfortable working with the public, as well as in a Municipal Government environment. I have very good organizational skills and enjoy working with the various Town Government department teams.

Please contact me at your earliest convenience if you would like more information or to schedule an interview.

Thank you,

Paul M. Fowler

PAUL M. FOWLER

pffowler508@gmail.com
(508) 364-7472

CAREER SUMMARY AND SKILLS

- ✓ Experience with MA Chapter 40A and Local Zoning Bylaws
- ✓ Experience with legal aspects of code administration
- ✓ Experience in Massachusetts AAB requirements
- ✓ Experience inspecting Buildings for Code compliance
- ✓ Experience with Ch 304 Business Licensing inspections
- ✓ Experience with Building Department administration
- ✓ 20 years as MA State Licensed Building Supervisor
- ✓ 6 years Inspecting Federal and Utility funded energy efficient buildings
- ✓ Ability to manage and supervise multiple Employees

PROFESSIONAL EXPERIENCE

Massachusetts Building Official

February 2018 to present

Town of Dennis, South Dennis, MA

- Residential and Commercial Building plan examination
- Conduct home and Building Inspections
- Enforcement of Building Codes and Local Bylaws
- Handling and Investigation of complaints
- Issuance of Building Permits

Project Coordinator

June 2010 to January 2018

Housing Assistance Corp. Hyannis, MA

- Conduct residential energy efficiency assessments
- Supervising contractors conducting home improvement projects
- Direction of Quality Control Inspections

Construction Supervisor

1989-2010

Fowler Construction, Centerville, MA

- Direct supervision of residential & commercial construction
- Sales of home building and remodeling projects.
- Responsible for job costs and estimating.
- Manage employees and supervision of subcontractors.

EDUCATION

Graduate Dennis-Yarmouth Regional H.S., South Yarmouth, MA
Northeastern University, Boston, MA
Construction Technology & Construction Estimating

1991

PROFESSIONAL TRAINING AND LICENSURE

Massachusetts Building Official BO-2117	2019 – 2020
Fire plan examiner	February 2019
Massachusetts Construction Supervisor CSL 050753	1992-2018
OSHA 10 training 11-003750270	April 2012
Lead Safe Renovator Supervisor	January 2015
Massachusetts DHCD Energy Auditor	September 2010
Building Performance Institute Quality Control Inspector	October 2013
Building Performance Institute Building Analyst	August 2010
MA Board of Building Regulations ASHRAE 62.2	December 2012
Combustion Safety Training	December 2011
OSHA Confined Space Training	October 2015

SOFTWARE EXPERIENCE

Microsoft - Office, Word, Excel, Power Point, Outlook

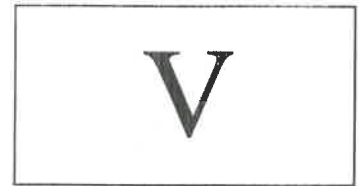
REFERENCES AVAILABLE ON REQUEST

Applicant was notified on October 7, 2020



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: October 13, 2020



SELECTBOARD REPORTS

Reported by:	Topic:



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: October 13, 2020

VI

TOWN ADMINISTRATOR'S REPORT

To: Board of Selectmen
From: Maria T. Broadbent, Town Administrator
Subject: Town Administrator's Report
Date: October 13, 2020

This report is for the period September 19, 2020 through October 8, 2020.

1. General

- Town Hall remains closed to the public, except by appointment only, as precaution to the COVID-19 virus. Town staff is available by appointment.
- The Health/Conservation Agent and a retired medical professional member of the Board of Health toured Town Hall to determine what measures need to be taken to safely and comfortably return all staff to working in person in a way that follows Governor Baker's COVID-19 directives. With some relatively minor movement of staff and office equipment, staff will be brought back to work at Town Hall but the building will continue to operate by appointment only for the public.
- The space used by inspection staff in the Public Works Department building will be examined more closely once the new Building Official is on board.

2. Fiscal Matters

- The Town Treasurer is working closely with the Eastham Finance Director to finish up the tax rate filing. The Eastham Director has been helping Wellfleet staff to review information needed by the Department of Revenue.
- Staff met with the Town's financial advisor to discuss options for short-term borrowing and will be coming to the Selectboard with options in the near future.
- Spending related to COVID-19 measures is being monitored closely as future expenses will not likely be reimbursed through the CARES act and will need to come from departmental budgets.

3. Meetings – Most meetings are via conference call/Zoom

- September 21-Herring River board
- September 22- Herring River project funding
- September 22-Wellfleet Seasonal Resident Association
- October 1-Cape Cod National Seashore Supt re shark awareness
- October 6-Housing Authority re 5 Lawrence Road
- October 7-Financial Advisory re borrowing/bonding

4. Personnel Matters:

- A candidate has been chosen to fill the Building Inspector position.
- The Town Accountant position will be advertised shortly with some likely changes to the title and a clarification of the duties.



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: October 13, 2020

VIII

CORRESPONDENCE AND VACANCY REPORTS

Friday, September 18, 2020 to Friday, October 9, 2020

Letters (emails):

9/18	Ryan Curley	Cemetery Site Visit Notes
9/18	Ryan Curley	Thank you letter
9/18	John Morrissey	Morrissey resignation letter, Library Trustee
9/20	Courtney Butler	Fwd: Wellfleet Well Line
9/21	Maria Broadbent	Out of office
9/21	Lydia Vivante	Digest for mass-green-network@googlegroups.com - 1 update in 1 topic
9/22	MMA	Registration is Open for WEMO's Virtual Leadership Conference 10/16!
9/22	Courtney Butler	Reminder – New Host Tonight
9/22	Gene Ferrari	Tax Rate
9/22	Gene Ferrari	Memo to SB 09-22-20 (002)
9/22	Courtney Butler	Quarterly Energy Efficiency Report - Cape Light Compact
9/22	Jude Ahern	public/private partnerships
9/22	Helen Miranda Wilson	Re. agenda item re. Lawrence Rd. liason from Selectboard.
9/22	Nancy Civetta	Dredging begins Oct. 1, revised regulations and Shellfish Advisory Board meeting
9/22	Helen Miranda Wilson	Report from gravestone repair professional.
9/22	Courtney Butler	Power Outage – Meeting Canceled
9/22	Tom Schardt	Seashore /Bike Trail Letter
9/23	Susan Spear	Fwd: Wellfleet Well Line
9/23	John Portnoy	Hawes Pond Letter
9/24	Courtney Butler	Official Reschedule of 9/22 Meeting: 9/30 at 1 PM
9/24	Ryan Curley	Restaurant Reopening Guidance Changing on Monday
9/24	Susan Spear	Wellfleet Well Line
9/24	Ryan Curley	Wellfleet Wastewater and MA DEP
9/24	Chris Easley	Contractor Blocking One Lane on Main St.
9/24	Courtney Butler	Packet for 9/30 at 1 PM (Reschedule of 9/22 meeting)
9/26	Rebekah Eldridge	Boil Water Order
9/26	Eric Martinson	Boil Water notice
9/28	MMA	Register for MSA Hiring a Town Manager Webinar 10/27
9/29	Miriam Spencer	memo addendum
9/29	MA Division of Marine Fisheries	Reminder on In-Season Adjustments to Commercial Summer Flounder and Black Sea Bass Limits and Expiration of Seasonal Pilot Programs
9/29	MA Division of Marine Fisheries	Commercial Scup Possession Limit for 2020 Winter II Period set at 24,000 Pounds
9/29	Jack Knies	Beachcomber parking lot
9/29	Ryan Curley	MA Reopening Requirements and Guidance
9/29	Ryan Curley	Current Mandatory Office Space Safety Standards
9/29	Ryan Curley	Current Covid Information State & County
9/30	Nancy Civetta	Shellfish Crier: Gear Clean up, Bay Scallop Opening, SAB needs members, and more!



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: October 13, 2020

9/30	Courtney Butler	Monitoring the Weather
9/30	Courtney Butler	Agenda Packet for Today
9/30	Ryan Curley	Disclosure of appearance of conflict of interest as required by g. l. c. 268a, § 23(b)(3)
9/30	Ryan Curley	Amended Letter
9/30	Ryan Curley	Amended Town Meeting Letter
9/30	Nancy Civetta	Recreational Shellfishing Crier: Dredging update, Shellfish Area Closures and Openings, and more!
10/1	Courtney Butler	This Month in the Division of Open Government: Accuracy and Detail in Meeting Minutes
10/1	Courtney Butler	10/13 Selectboard Meeting - Agenda Items due by 10/7 at 4 PM
10/1	Jim Montgomery, MA DCR	DCR Wellfleet extension project for the Cape Cod Rail Trail (CCRT)
10/1	Wellfleet Historical Commission	Wellfleet Cemeteries
10/1	Courtney Butler	GEI Contract
10/1	Rebekah Eldridge	Water
10/2	Jim Falcone	Resignation of Public Rights of Access Committee
10/2	Courtney Butler	Hard Copies in Office
10/2	Janice O'Connell	Barnstable County Assembly of Delegates Meeting Notices for Wednesday, October 7, 2020
10/2	Nancy Vail	Return to 100% staffing
10/2	Ryan Curley	Here it Began: 2020 Hindsight or Foresight Indigenous History Conference A Plymouth 400 Signature Event
10/5	Jude Ahern	when did you discuss and vote on Zoom participation rules?
10/5	MMA	Final Week to Register for WEMO's Virtual Leadership Conference 10/16!
10/5	Jude Ahern	except from Courtney explaining why Chat was disabled
10/5	MA Division of Marine Fisheries	Aquaculture Growers: Update on COVID-related relief programs
10/5	Kathleen Bacon	Town parking area
10/6	MMA	Register for MSA Hiring a Town Manager Webinar 10/27!
10/6	Courtney Butler	Topics for Future Agendas
10/7	Carol Magher	To Helen Wilson
10/7	Chief Hurley	FW: SITUATIONAL AWARENESS STATEMENT #1- High Winds and Thunderstorm Event
10/7	Jim Falcone	Disregard Resignation of RPAC
10/8	MMA	MSA 2021 Board Nominations Due Next Week!
10/8	Maria Broadbent	Building inspector appointment
10/8	MA Division of Marine Fisheries	Recent In-Season Adjustments to Commercial Summer Flounder Limits and Horseshoe Crab Open Fishing Days for Mobile Gear Fishermen
10/8	MA Division of Marine Fisheries	CORRECTED NOTICE: Recent In-Season Adjustments to Commercial Summer Flounder Limits and Horseshoe Crab Open Fishing Days for Mobile Gear Fishermen

Internal Memos:

9/24	Ryan Curley	Selectboard Vendor and PR Expenditures
	w09292020	\$467,238.53
	09292020PR	\$379,862.31



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: October 13, 2020

Date: October 7, 2020
To: Board of Selectmen
From: Jeanne Maclauchlan
Re: Vacancies on Town Boards

Bike and Walkways Committee (5 members)

Vacant Positions Appointing Authority Length of Term
1 Position Board of Selectmen
Requesting Appointment: **One application on file** **Fill Term (6/30/2022)**

Board of Health (5 members, 2 alternates)

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

Board of Water Commissioners

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

Building and Needs Assessment Committee (5 Members)

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

Cable Advisory Committee (5 members)

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

Commission on Disabilities (up to 7 Members)

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

Conservation Commission (7 Members + 2 alternates)

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

Council on Aging (11 Members)

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

Cultural Council (no more than 15 Members)

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

Finance Committee (9 members, 2 alternate)

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



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: October 13, 2020

Requesting Appointment: **One application on file**

Library Trustees (6 Members)

Vacant Positions	Appointing Authority	Length of Term
1 Position	Board of Selectmen	Until next ATE (2021)

Requesting Appointment: **One application on file**

Marina Advisory Committee (7 Members, 2 Alternates)

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

Requesting Appointment: **One application on file**

Personnel Board (4 members + TA + FinCom Rep)

Vacant Positions	Appointing Authority	Length of Term
1 Position	Board of Selectmen	3 years

Requesting Appointment: No applications on file

Planning Board (7 members + 2 alternates)

Vacant Positions	Appointing Authority	Length of Term
1 Position	Board of Selectmen	3 years

Requesting Appointment: No applications on file

Recycling Committee (7 members)

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

Requesting Appointment: No applications on file

Shellfish Advisory Board (7 members + 2 Alternates)

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

Requesting Appointment: No applications on file

Zoning Board of Appeals (5 members + 4 Alternates)

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

Requesting Appointment: No applications on file



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: October 13, 2020

IX

MINUTES

REQUESTED BY:	Executive Assistant
DESIRED ACTION:	Approval of meeting minutes
PROPOSED MOTION:	I move to approve the minutes of September 30, 2020 as printed in draft. I move to approve the minutes of October 5, 2020 as printed in draft.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____

DRAFT – A full audio recording of this virtual meeting can be found on the Town’s website under Wellfleet Town Media.

**Wellfleet Selectboard Meeting
Wednesday, September 30, 2020 at 1pm
Zoom Virtual Meeting**

Selectboard Members Present: Chair Michael DeVasto; Janet Reinhart; Helen Miranda Wilson; Justina Carlson; Ryan Curley

Also Present: Town Administrator Maria Broadbent; Assistant Town Administrator Mike Trovato; Executive Assistant Courtney Butler; Police Chief Michael Hurley; Fire Chief Rich Pauley; Moderator Dan Silverman; Community Services Director Suzanne Thomas; Shellfish Constable Nancy Civetta; Town Treasurer Miriam Spencer; Health Agent Hillary Greenberg-Lemos

Chair DeVasto called the meeting to order at 1:00 p.m. This meeting was held via Zoom and the recording is available on the Town website.

ANNOUNCEMENTS, OPEN SESSION AND PUBLIC COMMENT

- Audience member Lilli Green: Barnstable County Human Services website has a lot of helpful information
- Broadbent: discussed the recent Boil Water Order
 - Rebekah Eldridge and Jim Hood from the Board of Water Commissioners, and Eric Smith from WhiteWater, were present to discuss this matter.
 - Smith said that on Thursday, September 24 he was notified of an E-Coli hit at the Coles Neck Well, from samples collected on the 23rd. He then reached out to MA DEP, following standard procedures. Smith said the Coles Neck station has not been used for some time as a source for drinking water, and there were additional samples taken on the 24th. On the 25th, a confirmation was received of a detect in the distribution system, off Coles Neck Road. This led to additional sampling and the Boil Water Order, from DEP. Smith said that flushing began on the 27th throughout the entire system as well as disinfection of the system and chlorination of the supporting water tank. On the 28th, additional sampling was completed and on the 29th with clean results. Between the 29th and 30th, more samples have come back clean. Smith said if another round of samples comes back clean, the Boil Water Order will be lifted, at the discretion of the DEP. There was further discussion.
- Greenberg-Lemos: private well owners can request test tubes from the Health Department that can be used to test their water for them at no cost.
- Butler: The CPC is accepting applications for community preservation projects that foster community housing, historical preservation, open space, and non-commercial recreation. Application will be accepted until 4 PM on Thursday, October 15. Please contact Mary Rogers at mary.rogers@wellfleet-ma.gov for more information.
- Wilson: Thanked John Morrissey for his years of service to the Library Board of Trustees

TOWN FINANCES

Projected Cash Shortfall

Broadbent and Spencer discussed the projected cash shortfall. Broadbent thanked Spencer for her due diligence in lettering her know about this shortfall. She also noted that she has asked staff to watch spending. Spencer provided the Board with a memo depicting the balances of accounts. Spencer noted that the Eastham Assistant Town Administrator/Finance Director, Rich Bienvenue, will be assisting her in setting the tax rate and getting through this time when we are without an

DRAFT – A full audio recording of this virtual meeting can be found on the Town’s website under Wellfleet Town Media.

accountant. DeVasto asked if internal borrowing was an option; Spencer said yes. Spencer said another option was the Revenue Anticipatory Note (RAN), which is a form of short-term borrowing. Spencer described the cost of short-term borrowing and how the process would work.

DeVasto asked Spencer if she could determine how much of this matter was a budget shortfall and how much was a cashflow problem that might work itself out. Spencer said it is short-term and can be taken care of, saying it was more of a cashflow problem. Her concern was that the tax rate was not set yet.

Curley asked when the Town could expect to see the revenue from short-term rentals; Spencer said shortly as we had already received the rooms & meals tax. Curley asked how much the Town would be receiving from previously outstanding taxes; Spencer said the uncollected property taxes is \$220,000 and there is \$37,000 uncollected in motor vehicle excise tax. Spencer said this amount is about 1% of uncollected taxes, which is a fantastic collection rate. There was further discussion.

Short-term borrowing will be on the next meeting agenda.

Approval of Disclosure of Financial Conflict of Interest for Miriam Spencer – Cape Cod Municipal Health Group

Spencer said this is an annual disclosure.

- Wilson moved that the Board has determined that the financial interest is not so substantial as to be deemed likely to affect the integrity of the services which the town may expect from Miriam Spencer, Town Treasurer. The disclosure is dated September 18, 2020.
- Curley seconded, and the motion carried 5-0.

2020 POST TOWN MEETING COMMENTS

Moderator Silverman presented his comments. Silverman thanked members of the Town Meeting Planning Task Force. Silverman noted the positive aspects of the meeting, including the compilation of the Warrant, use of consent agendas, having a motions booklet, and meeting practicalities. He discussed the process for setting up the Town Meeting, outside, this year and the costs associated. There was further discussion about this year’s meeting and possible improvements for next year.

ANIMAL CONTROL MEMORANDUM OF UNDERSTANDING

Chief Hurley described this MOU, which is for providing the services of Wellfleet’s Animal Control Officer (ACO) to the Town of Eastham. Desmond Keough, the ACO for Wellfleet, will be providing his services to Eastham for \$30,000/year. Wilson asked if Keough was also a regular police officer; Chief Hurley said he is a reserve officer, not a full police officer, and that his primary role is ACO, but he is always available to help staff. Wilson asked how many calls Keough responded to last year; Chief Hurley said about 400 in Wellfleet and he was not sure how Eastham kept track of their calls. Chief Hurley reminded the Board that this sort of intermunicipal agreement was executed in the past, with Truro. There was further discussion of the ACO position and the agreement.

- Wilson moved to approve the Memorandum of Understanding between Wellfleet and Eastham for an Animal Control Officer and authorize the Town Administrator to sign it.
- Reinhart seconded, and the motion carried 5-0.

DRAFT – A full audio recording of this virtual meeting can be found on the Town’s website under Wellfleet Town Media.

BOARD/COMMITTEE APPOINTMENTS AND UPDATES

Barnstable County Assembly of Delegates Update – Lilli Green

Green, the Wellfleet Delegate, presented her update which was about the IT Bond Bill, Proposed Resolution 20-05, to provide \$1.8 billion in capital funding for key investments in public safety, food security, and information technology. This Bill has already been approved and signed, but Green is requesting a letter for the Board in support of releasing the funds in a timely manner. Green described the Bill and its purpose in further detail. Of the \$1.8 billion, \$1.7 million is issued to OpenCape, specifically, for IT infrastructure. The Board described their thoughts about OpenCape and that they wished they did not need to specify them specifically; Green said unfortunately they Bill calls them out specifically.

Green provided further updates of the Barnstable County Assembly of Delegates.

- Carlson moved to approve the letter in support of IT Bond Bill, Proposed Resolution 20-05, as drafted by Lilli Green, and authorize the Board to sign it.
- Curley seconded, and the motion carried 5-0.

Approval of Request for Proposals for 95 Lawrence Road Housing Project

Trovato presented the request and Elaine McIlroy, of the 95 Lawrence Road Task Force, was present. McIlroy said the ideal time to send this out will be late February/early March. McIlroy said the big issue now is Wastewater systems for the site; the Task Force and the Wastewater Committee will be having a joint meeting to discuss this. Curley noted that the RFP did not include all the attachments and asked for those to be included. Trovato said that Attachment G, Draft Land Disposition Agreement & Draft Ground Lease, is being reviewed by Town Counsel.

There was further discussion of the RFP and process.

- Curley moved to approve the Request for Proposals for the 95 Lawrence Road Housing Project, as presented by the Task Force, Assistant Town Administrator, and reviewed by Town Counsel, and direct Town Staff to issue it following Massachusetts Procurement Laws, contingent upon Selectboard approval of attachments G, Draft Land Disposition Agreement & Draft Ground Lease, and I, Finalized Wastewater Plan.
- Reinhart seconded, and the motion carried 4-1, with Wilson opposed as she did not feel it was complete.

Selectboard member as a representative to the 95 Lawrence Road Task Force

There was discussion about a potential conflict of interest, by having a Selectboard member present on the Task Force that would be issuing the RFP and reviewing applicants, and subsequently hiring one.

- No action taken.

BUSINESS

FY 2021 Selectboard Goals – review FY 2020 and proposed FY2021 Goals

The Board asked Butler to compile their individual FY 2021 goals into one list, to present and discuss at their next meeting.

Thank you letter to those involved in Annual Town Meeting

Curley noted that he made spelling errors in people’s names and said he would amend those.

DRAFT – A full audio recording of this virtual meeting can be found on the Town’s website under Wellfleet Town Media.

- Reinhart moved to send a thank you letter to those involved in the Annual Town Meeting as drafted by Ryan Curley and as amended at this meeting.
- Wilson seconded, and the motion carried 5-0.

Response to Seashore Superintendent Brian Carlstrom’s letter dated August 28, 2020, re: Cape Cod Rail Trail & Route 6 Corridor Improvements Project Coordination

Carlson suggested changing the letter to be more of an invitation for the Superintendent to come and meet with the Board, informally. Carlson was concerned with inviting too many parties. Reinhart asked to meet only with Carlstrom as well, and to then have a follow up meeting with the Department of Transportation and Department of Conservation and Recreation. DeVasto said he would like a member of the Bike and Walkways Committee to attend the meeting with the Board and Carlstrom. There was further discussion about the language and context of the letter.

- Curley moved to approve the letter, as drafted by Helen Miranda Wilson and as amended at this meeting, in response to Seashore Superintendent Brian Carlstrom’s letter, re: Cape Cod Rail Trail & Route 6 Corridor Improvements Project Coordination.
- DeVasto seconded, and the motion carried 3-1-1, with Reinhart opposed and Carlson abstained.
- Wilson moved to delegate the Chair to sign the letter on behalf of the Board.
- DeVasto seconded, and the motion carried 4-1, with Reinhart opposed.

Authorize the Town Administrator to sign the Green Communities Grant Contract

There was no discussion.

- DeVasto moved to authorize the Town Administrator to sign the Green Communities Grant Contract.
- Reinhart seconded, and the motion carried 5-0.

Curley requested that all 17 items of attachment B to the Board.

COVID-19 UPDATES AND RECOMMENDATIONS

DeVasto asked Broadbent to discuss her plan for staffs’ return-to-work. Broadbent said that she advised staff that those who were currently working from home must return to work in-person, full-time beginning October 5.

The Board expressed concerns with ventilation at Town Hall, complying with the Governor’s orders for office buildings, and overall safety of staff. The Board asked Broadbent to work with the Health Agent to formulate a formal plan for staff return-to-work. Curley noted that it was mandatory by the State to have a formalized plan, to provide clarity for staff. Broadbent said staff would be accommodated if they had issues. DeVasto cited concern of losing an entire building of staff, who would have to quarantine, should a positive case occur.

Butler noted that the State is moving to Phase 3, Step 2, of the Governor’s Reopening Plan on Monday, October 5. Wilson asked that staff be able to meet with Broadbent and provide input on how this will unfold. Wilson reminded everyone of the importance of wearing a mask. Curley said the number of cases is on the rise statewide, and that it was something to keep in mind.

Broadbent said that she would do what needed to be done.

SELECTBOARD REPORTS

DRAFT – A full audio recording of this virtual meeting can be found on the Town’s website under Wellfleet Town Media.

- Reinhart: Dredging contract needs to be signed, a meeting was scheduled for October 5 to do so
- Reinhart: Dredging begins on the federal channel tomorrow, October 1
- Wilson: Town Account was let go at end of probationary period
- Wilson: attended Cemetery Site Visit with Curley

TOWN ADMINISTRATOR’S REPORT

This report is for the period September 4, 2020 through September 17, 2020.

1. General

- Town buildings remain closed as precaution to the COVID-19 virus. Town staff is available by appointment.
- Following Governor Baker’s directive staff has been directed to continue to work from home whenever possible.
- Staff members sharing an office alternate their time in the office or take precautions as necessary.
- Town Administrator plans to work in person at least on Tuesday afternoons and on Wednesdays until mid-afternoon
- The administrative staff person responsible for issuing building permits will be working in-office full-time beginning on September 21 so that that office can devote the needed attention issuing permits on a timely basis.

2. Fiscal Matters

- Please see memo from the Town’s Treasurer and Accountant regarding cashflow and budget concerns as a result of revenue shortfalls related to COVID-19. As a result, departments have been directed to curtail spending until enough revenue has been received to restore bank accounts to necessary levels.

3. Meetings – Most meetings are via conference call/Zoom

- September 4-KP Law, prep for Annual Town Meeting
- September 9-Comcast Cable Negotiations
- September 10-Cable Advisory Committee
- September 10-Cape Manager’s Meeting
- September 11-Herring River Restoration project update

4. Complaints: none

5. Personnel Matters:

- Michael Flanagan will be retiring soon.
- Building inspector position has been posted and interest has been shown

TOPICS FOR FUTURE DISCUSSION

- Curley: woodland fire management plan
- Curley: meet with Wastewater Committee
- Curley: Cemetery Commission to appear at a future meeting
- Curley: Bike and Walkways Committee appearance
- Reinhart: meeting with Superintendent Carlstrom

CORRESPONDENCE AND VACANCY REPORTS

There was no discussion.

DRAFT – A full audio recording of this virtual meeting can be found on the Town’s website under Wellfleet Town Media.

MINUTES

September 8, 2020

- Reinhart moved to approve the minutes of September 8, 2020 as printed.
- Wilson seconded, and the motion carried 4-0-1, with Wilson abstained.

September 11, 2020

- Reinhart moved to approve the minutes of September 11, 2020 as printed.
- Wilson seconded, and the motion carried 4-0-1, with Wilson abstained.

ADJOURNMENT

- Reinhart moved to adjourn.
- Wilson seconded, and the motion carried 5-0.

The meeting adjourned at 4:45pm.

Respectfully submitted,

Courtney Butler,
Secretary

Public Records Documents available as of 9/30/2020:

1. Memo from the Town Accountant and Town Treasurer, dated September 17, 2020, re: Projected Cash Shortfall;
2. Memo from the Town Accountant and Town Treasurer, dated September 22, 2020, re: Projected Cash Shortfall;
3. Memo from the Town Treasurer, dated September 29, 2020, re: Projected Cash Shortfall;
4. Memo from the Moderator, dated September 18, 2020, re: Post-Town Meeting Comments;
5. Inter-municipal Agreement – Animal Control Officer;
6. Email from Lilli Green to Courtney Butler, dated September 18, 2020, re: Information for Selectboard meeting on Tuesday 9/22/2020;
7. Update from Barnstable County Assembly of Delegates – Wellfleet Representative;
8. Proposed Resolution 20-05 – IT Bond Bill;
9. Draft letter from the Selectboard to the Governor, re: Proposed Resolution 20-05 – IT Bond Bill;
10. Memo from Elaine McIlroy, dated September 17, 2020, re: 95 Lawrence Road Rental Housing Request for Proposal (RFP);
11. 2019 Maximum Allowable Rents for Affordable Housing Units;
12. 2019 Income Limits for Affordable Units;
13. Individual FY2021 goals from Selectboard members;
14. Draft thank you letter to those involved in the Annual Town Meeting;
15. FY2020 Selectboard Goals;
16. Draft letter to Superintendent Carlstrom, re: DCR/DOT Bike Projects;
17. Letters from Seashore Superintendent Carlstrom, re: Cape Cod Rail Trail & Route 6 Corridor Improvements Project Coordination, dated April 9, 2020 and August 28, 2020;
18. Email from Janet Reinhart to the Selectboard, dated September 15, 2020, re: Seashore/Bike Trail Letter;

DRAFT – A full audio recording of this virtual meeting can be found on the Town’s website under Wellfleet Town Media.

19. Green Communities Grant Contract documents;
20. Town Administrator’s Report;
21. Correspondence Report;
22. Draft minutes of the September 8, 2020 and September 11, 2020 meetings.

DRAFT – A full audio recording of this virtual meeting can be found on the Town’s website under Wellfleet Town Media.

**Wellfleet Selectboard Meeting
Monday, October 5, 2020 at 2pm
Zoom Virtual Meeting**

Selectboard Members Present: Chair Michael DeVasto; Janet Reinhart; Justina Carlson; Helen Miranda Wilson; Ryan Curley

Also Present: Town Administrator Maria Broadbent; Assistant Town Administrator Mike Trovato; Executive Assistant Courtney Butler; Assistant Harbormaster Will Sullivan

Chair DeVasto called the meeting to order at 2:00 p.m. This meeting was held via Zoom and the recording is available on the Town website.

ANNOUNCEMENTS, OPEN SESSION AND PUBLIC COMMENT

- Wilson: reminded audience to write to the Selectboard with any comments and that public comment time at meetings is limited or restricted so that business can be conducted.

SCADA SYSTEM UPGRADE: CONTRACT APPROVAL – CAPE WATER RESOURCES

Trovato said this Supervisory Control and Data Acquisition (SCADA) system upgrade is He said this will be paid for with a housing grant that the Town received. Wilson asked who developed the contract and if it was checked by Counsel; Trovato said Environmental Partners developed it and he believed that Counsel checked it.

Curley asked what the upgrade provides; Trovato could not provide the technical answer. Curley asked if anything currently looked at the groundwater level; Trovato could not answer. Broadbent said she has worked with these systems before and that what Curley suggested is not a normal component of the system.

There was further discussion.

- Curley moved to approve the contract with Cape Water Resources, for the SCADA System Upgrade, and authorize the Town Administrator to sign it.
- Wilson seconded, and the motion carried 5-0.

DREDGING: CONTRACT APPROVAL – GEI

Trovato described the purpose of the contract, which will assist in the initial phase of the Dredging work that the Town anticipates beginning this fall. This will “piggyback” off the Army Corps of Engineers dredging.

- Reinhart moved to approve the contract with GEI, for dredging, and authorize the Town Administrator to sign it.
- Wilson seconded, and the motion carried 5-0.

Reinhart congratulated all who worked on Dredging. Audience member Fred Magee asked the cost of Dredging; Joe Aberdale, of the Dredging Task Force, described the work covered under this contract and the cost. There was further discussion.

ADJOURNMENT

- Wilson moved to adjourn.
- Carlson seconded, and the motion carried 5-0.

DRAFT – A full audio recording of this virtual meeting can be found on the Town’s website under Wellfleet Town Media.

The meeting adjourned at 2:22pm.

Respectfully submitted,

Courtney Butler,
Secretary

Public Records Documents available as of 10/05/2020:

1. Contract with Cape Water Resources – SCADA System Upgrade
2. Contract with GEI – Dredging



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: October 13, 2020

X

ADJOURNMENT

REQUESTED BY:	Chair
DESIRED ACTION:	Adjournment
PROPOSED MOTION:	I move to adjourn.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____