



Wellfleet Selectboard

Note: Start Time of 6pm

The Wellfleet Selectboard will hold a public meeting on **Tuesday, February 6, 2024, at 6:00 p.m.** located at the Wellfleet Adult Community Center (ACC), 715 Old King's Highway, Wellfleet, MA 02667. Remote participation will be available by Zoom and telephone as provided below, in compliance with 940 CMR 29.10 and the Town's Remote Participation Policy. If technological problems interrupt remote participation, the meeting may be suspended or ended at the discretion of the Chair in consultation with the Board.

Selectboard meetings are broadcast live on Comcast cable (Wellfleet Government TV Channel 18) and are recorded. Recordings of meetings are available at wellfleet-ma.gov

Note: Any individual may record the meeting, but must first notify the Chair, and may not interfere with the meeting to record it. See M.G.L. c. 30A, s. 20(f).

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

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

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

To participate during public comment:

In person: go to closest available microphone.

Zoom: raise hand to be called on to speak.

Phone: dial *9 to raise hand to be called on

All participants must be recognized by the Chair prior to speaking during public comment or at any other time during the meeting. See "Speech and Conduct at Public Meetings" page following Agenda for further information on the law governing public participation.

I. *Announcements and Public Comments*

Note: Public comments are limited to no more than three minutes per speaker. Speakers are allowed to speak once during public comments. The Board will not deliberate or vote on any matter raised solely during Announcements & Public Comments.

II. *Consent Agenda*

- A. Authorize the selectboard chair to sign the contract for the interim town administrator on behalf of the board.
- B. Appointment of Nancy Gralla from alternate to voting member, for the Energy and Climate Action Committee.

III. *Joint Finance Committee & Selectboard*

- A. FY25 Budget Presentation – Operating & Capital Budget ~ Rich Bienvenue

IV. *Residences at Lawrence Hill*

- A. Update on the Lawrence Hill project ~ Jay Coburn & Vita Shklovsky, Community Development Partnership.

V. ***Charter Changes & Town Meeting Date***

- A. Discussion of proposed amendments to Wellfleet Charter ~ Dan Silverman, Moderator
- B. Discussion and possible vote to change the Annual Town Meeting ~ Town Moderator, Dan Silverman

VI. ***Community Preservation Presentation***

- A. The committee will present their recommendations and needs to the board.

VII. ***Public Hearings***

- A. Application received on 1/18/2024 from Robert McClellan (Wellfleet, MA) and Margaret McClellan (Wellfleet, MA) for the transfer of shellfish grant license #s 85-B and 85B-A1 consisting of approximately two acres total on Indian Neck from Robert McClellan and Margaret McClellan to Robert McClellan, Margaret McClellan and Adrien Kmiec (Wellfleet, MA).
- B. Application received on 1/23/2024 from William Young, Jr. (Wellfleet, MA) for the transfer of shellfish grant license #01-04-B consisting of three acres in the deep-water area of Indian Neck from William Young, Jr. to Andrew Young (Wellfleet, MA).
- C. Application received on 1/11/2024 from Paul Lalumiere (Wellfleet, MA), James Clark (Wellfleet, MA) and Brett Morse (Wellfleet, MA) for the renewal of shellfish grant license #741 consisting of approximately 4.8 acres inside the Indian Neck Breakwater in the Inner Harbor area for nine years, eight months, and ten days beginning August 20, 2024, and expiring April 30, 2033.
- D. Application received on 1/11/2024 from Robert LaPointe (Wellfleet, MA) and Lorraine LaPointe (Wellfleet, MA) for the renewal of shellfish grant license #s 2006-01 and 2006-01 Ext. consisting of approximately two acres and 1.41 acres respectively on Indian Neck for four years and 24 days beginning April 6, 2024, and expiring April 30, 2028.
- E. Application received on 1/16/2024 from Justin Lynch (Wellfleet, MA) and Eben Kenny (Wellfleet, MA) for the renewal of shellfish grant license # 01-05-B consisting of approximately three acres in the deep-water area of Indian Neck for nine years, ten months, and 18 days beginning June 12, 2024, and expiring April 30, 2033.
- F. Application received on 1/18/2024 from Zachary Rennert (Wellfleet, MA) and Blake Olson (Wellfleet, MA) for the renewal of shellfish grant license #s 95-23 and 95-24 consisting of approximately two acres total on Egg Island for nine years, six months, and 29 days beginning October 1, 2024, and expiring April 30, 2033.
- G. Application received on 1/22/2024 from Keith Rose (Wellfleet, MA) and Lisa Dexter (Wellfleet, MA) for the renewal of shellfish grant license #s 95-25 and 95-26 consisting of approximately two acres total on Egg Island for nine years and one month beginning March 30, 2024, and expiring April 30, 2033.

VIII. ***Licenses***

- A. **Common Victualler License Renewals**

- Bob's Sub & Cone
- Box Lunch
- Ceraldi
- Endless Coast
- Even Tide Motel
- Maurice's Campground
- Moby Dick's Restaurant
- PB Boulangerie Bistro
- The Wicked Oyster
- Wellfleet Miniature Golf, Dairy Bar & Grill
- Wellfleet Cinemas
- Wellfleet Drive-In & Flea Market
- Wellfleet Motel and Lodge
- The Copper Swan
- Van Rensselaer's

B. Weekday Entertainment License Renewals

- The Wicked Oyster
- Wellfleet Miniature Golf
- Wellfleet Cinemas
- Wellfleet Drive-In & Flea Market
- The Copper Swan
- Van Rensselaer's

IX. *Business*

- A. Amendment #2 to MA Division of Ecological Restoration (MA DER) Grant to Fund Herring River Restoration Project, Phase 1 ~ Carole Ridley
- B. Intermunicipal Agreement between the towns of Eastham and Wellfleet for extension of public water supply
- C. Draft Annual Town Meeting Warrant ~ Town Administrator
- D. Ice Machine ~ Chair Carboni

X. *Selectboard Reports*

XI. *Topics for Future Discussion*

XII. *Minutes*

- A. January 16, 2024
- B. January 30, 2024

XIII. *Adjournment*

Speech and Conduct at Public Meetings

The SJC's Barron v. Kolenda case decided in March of 2023 held that "civility cannot be required regarding the **content of speech** at a public comment session in a public meeting."

Barron v. Kolenda also held that public bodies may impose restraints on the **conduct of individuals** at a public meeting:

"What can be required is that the public comment session be conducted in an "orderly and peaceable" manner, including designating when public comment shall be allowed in the governmental meeting, the time limits for each person speaking, and rules preventing speakers from disrupting others, and removing those speakers if they do. We have concluded that such time, place, and manner restrictions do not violate either the right to assembly under art. 19 or the right to free speech under art. 16.

In addition to the SJC's instructions in Barron v. Kolenda on a public body's right to require "orderly and peaceable" public comment, the Massachusetts Open Meeting Law contains rules for **conduct** at public meetings. From Mass. General Laws Chapter 30A, s. 20:

- No person shall address a meeting of a public body without permission of the chair, and all persons shall, at the request of the chair, be silent.
- No person shall disrupt the proceedings of a meeting of a public body.
- If, after clear warning from the chair, a person continues to disrupt the proceedings, the chair may order the person to withdraw from the meeting
- If the person does not withdraw, the chair may authorize a constable or other officer to remove the person from the meeting.

Public comment at Selectboard meetings

The Selectboard does not seek to, and will not regulate the **content** of speech by participants at public comment (with the exception of threats, incitements to violence, or other jeopardy to public safety). However, consistent with the Barron v. Kolenda case, the Chair will enforce the above rules to prevent disruption of meetings and to ensure "orderly and peaceable" public comment. Examples of conduct that disrupts a meeting include:

- Addressing the Board or the public when not recognized by the Chair, whether at the microphone or in the audience.
- Interrupting a speaker recognized by the Chair.
- Interrupting a Board member or Board discussion.
- Continuing to speak when time for comment has expired and the Chair has advised that the speaker is no longer recognized.
- Refusing to cease any of the above or other disruptive conduct when requested by the Chair

The Chair will flag disruptive conduct and issue a verbal warning to the individual engaged in it. If an individual who has received a verbal warning continues to disrupt proceedings (at that time or later in the meeting), the individual will be asked to leave the meeting. If the individual does not leave the meeting, the Chair will authorize his or her removal from the meeting.



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 6, 2024

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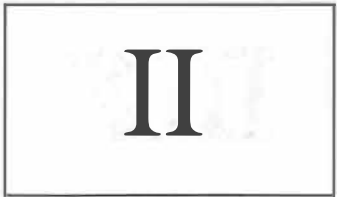
ANNOUNCEMENTS AND PUBLIC COMMENTS

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



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 6, 2024



CONSENT AGENDA

REQUESTED BY:	Various Parties
DESIRED ACTION:	To approve the following without objection
SUMMARY:	I move to approve the following items with no objection: <ul style="list-style-type: none">• Authorize the selectboard chair to sign the contract for the interim town administrator on behalf of the board.• Appoint Nancy Gralla from an Alternate Member of the Energy and Climate Action Committee to a full time Voting Member.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Conditions:
VOTED:	Yes_____ No_____ Abstain_____

EMPLOYMENT AGREEMENT
Between
TOWN OF WELLFLEET
and
THOMAS GUERINO

THIS AGREEMENT, made and entered into this 2 day of February, 2024, pursuant to Chapter 41, Section 108N, of the Massachusetts General Laws and Section 5-10 of the Town of Wellfleet Home Rule Charter, by and between the Town of Wellfleet, Commonwealth of Massachusetts, a municipal corporation, hereinafter called the "Town", acting by and through its Selectboard, hereinafter called "Board" and Thomas Guerino, hereinafter called the "Employee."

WITNESSETH:

WHEREAS, the Town anticipates a vacancy in the Town Administrator position caused by resignation of the incumbent;

WHEREAS, the Town desires to employ the services of said Employee as Acting Town Administrator of the Town of Wellfleet; and

WHEREAS, Employee agrees to accept employment as Acting Town Administrator of said Town.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section I – Function, Duties, and Hours of the Acting Town Administrator

The Town hereby designates the Employee as Acting Town Administrator, and the Employee accepts said designation. During the period of this designation, including any renewals of same that may occur, the Acting Town Administrator shall perform the duties of the Town Administrator, as specified in the Town Administrator's job description and the Wellfleet Home Rule Charter, and perform such other legally permissible functions as the Wellfleet Selectboard shall authorize.

The Acting Town Administrator will devote full time and attention to the business of the Town and will not engage in any other business during office hours except with the approval of the Selectboard. It is recognized the Employee may be required to devote time outside the normal office hours to the business of the Town, and to that end the Acting Town Administrator will be allowed to have flexible hours as they shall deem reasonable and appropriate during the work week. For the purposes of the Fair Labor Standards Act, the Acting Town Administrator shall be an "exempt" employee and is not entitled to overtime.

Section II – Term.

Employee is designated Acting Town Administrator for a period of ninety days, the maximum provided by the Town of Wellfleet Home Rule Charter (the "Charter"), beginning February 10,

2024. Pursuant to the Charter, the Selectboard may renew this designation for up to ninety days at a time, per each renewal. Such renewal may occur prior to the expiration of the period then in effect. Employee shall serve in the Acting Town Administrator capacity until such designation ends, either by natural expiration of the designation period or by other declaration of the Selectboard. Renewal of such designation shall not be unreasonably withheld.

During the term of this designation and Agreement, the terms and conditions of Employee's employment shall be governed by this Agreement.

During the week beginning February 12, 2024, the Employee shall devote his full time and attention to his duties for the Town of Wellfleet on Monday and Tuesday only, spending Wednesday through Friday with his former employer. During the week Beginning February 19, 2024, the Employee shall devote his full time and attention to his duties for the Town of Wellfleet on Tuesday and Wednesday, spending Thursday and Friday with his former employer. Beginning February 26, 2024, the Employee shall devote his full time and attention to his duties for the Town of Wellfleet and shall have no additional employment unless otherwise approved by the Selectboard. Additionally, effective February 26, 2024, on Mondays only, the Employee shall be allowed to work remotely if weather conditions are prohibitive for travel.

The Town can terminate the designation and this Agreement for just cause, which shall be defined as malfeasance, misfeasance, or nonfeasance. Non-renewal at the natural expiration of the period for which the Selectboard has designated shall not be considered termination for which just cause is required.

It is possible that the Town will, during the term of this contract, offer to the Employee a contract for employment as Town Administrator, as opposed to Acting Town Administrator. Should the Town not offer to the Employee a contract for employment as Town Administrator for a term of at least one year, the Employee shall be paid an amount equivalent to ninety (90) calendar days employment under this Employment Agreement.

Section III – Compensation

- A. The Employee shall be compensated at a weekly rate of \$3,773.95, reflecting an annual base salary of \$198,000.00. From February 10-February 25, 2024, the Employee shall be compensated on a prorated basis commensurate with the number of days per week dedicated to performing duties for the Town of Wellfleet. Salary shall be payable in regular installments at the same time as other employees of the Town are paid.
- B. In lieu of enrolling in a health insurance plan offered by the Town, the Employee may elect to remain enrolled in the Employee's current health insurance plan, and if the Employee so elects, the Town shall pay to the Employee monthly an amount equivalent to the Town's portion of the monthly premium paid to the Town's health insurance provider for a PPO-enrolled Town employee.
- C. The Town shall pay to the Employee a monthly stipend of \$750.00 for housing costs.
- D. The Town shall pay to the Employee a monthly stipend of \$300.00 for travel costs. The Employee shall not submit for mileage reimbursements for any travel required to fulfill duties in Barnstable County. Any business travel outside Barnstable County will be subject

to mileage reimbursement at the rate allowed by the General Services Administration of the United States Government.

Section IV – Benefits

- A. The Employee shall be granted five (5) paid sick days and two (2) paid personal days during the term of this Agreement, including any subsequent designation renewals by the Selectboard as authorized in Section II.
- B. The Employee shall receive paid leave for all holidays recognized by the Town.
- C. The Employee shall receive any other benefits required by state or federal law.
- D. The Town shall pay for the professional dues and subscriptions for the Employee up to the maximum amount of \$5,000 in the following professional organizations deemed necessary and desirable for his continued professional development, growth and advancement and for the benefit of the Town: Massachusetts Municipal Managers Association (MMMA), Massachusetts Municipal Association (MMA), and International City Management Association (ICMA).

Section V – Indemnification


- A. To the extent authorized by law, the Town shall defend, save harmless and indemnify the employee against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of his duties as Acting Town Administrator, provided that the Employee has acted in good faith, without gross negligence or misconduct and within the authority of his position as Acting Town Administrator, even if said claim has been made following his termination from employment. The Employee shall be indemnified in accordance with the provisions of Section 13 of Chapter 258 of the General Laws. The Employee agrees to promptly notify the Town of any such claim and to cooperate fully with Counsel designated by the Town to handle such claim. The Town may obtain such insurance to cover its obligations hereunder as it deems appropriate.
- B. The Town shall reimburse the employee for reasonable attorney's fees and costs incurred by the employee in connection with such claims or suits involving the employee in his professional capacity.
- C. This section shall survive the termination of this Agreement.

Section VI – Bonding

The Town shall bear the full cost of any fidelity or other bonds required of the employee.

Section VII – Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

1. Town: Barbara Carboni, Selectboard Chair
Town of Wellfleet
300 Main Street
Wellfleet, MA 02667
2. Employee: Thomas Guerino


Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal service or as of the date of such written notice in the course of transmission in the United States Postal Service.

Section XIX – General Provisions

- A. The text herein shall constitute the entire Agreement between the parties except to the extent that other documents are referred to and expressly incorporated by reference herein. Neither party has relied upon representations, oral or otherwise, express or implied, other than those contained in this Agreement.
- B. This Agreement may only be modified or amended in writing, agreed to and signed by both the Acting Town Administrator and Selectboard.
- C. All compensation and benefits provided under this Agreement are subject to appropriation from Town Meeting.
- D. All waivers of any term, condition, obligation, or provision of this Agreement must be in writing. No waiver of any breach shall be deemed to be a waiver of any other contemporaneous, preceding or succeeding breach or anticipated breach, whether or not similar, on the part of the same or any other party.
- E. This Agreement will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts.
- F. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the employee.
- G. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Town of Wellfleet, Massachusetts, has caused this Agreement to be signed and executed on its behalf by the Chair of the Selectboard, duly authorized by its Selectboard, and the Employee has signed and executed this Agreement, both in duplicate, the day and first above written.

TOWN OF WELLFLEET

Barbara Carboni
Selectboard Chair

Dated: _____



Thomas Guerino

Dated: 2-2-2024



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 Nancy Gralla Date Jan. 25, 2024

Mailing Address 10 Taylor Farm Rd.
Wellfleet, MA 02667

Phone (Home) - (cell) 202 747-4177

E-mail nancy@gralla.us

Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: Currently serving as member of Recycling Committee, and the Third Act Massachusetts coordinating committee. Past career in public health administration with local health department and directing two national organizations.

Please add any other information that you think may be useful, including education or other formal training, specialized courses, professional licenses or certifications, etc.:
Master's in Public Health. Additional short courses in program management, accounting, planning and analysis and communications.

Committees/Boards of Interest: 1) Energy and Climate Action Committee
2) _____
3) _____



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 6, 2024

III

JOINT FINANCE COMMITTEE & SELECTBOARD

REQUESTED BY:	Rich Bienvenue
DESIRED ACTION:	To present the FY25 Operating and Capital Budgets
PROPOSED MOTION:	If a Motion is needed one will be made at the time of the meeting.
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____

Town of Wellfleet, Massachusetts

Fiscal Year 2025 - Preliminary Budget Recommendations

February 6, 2024

Rich Waldo, Town Administrator

Silvio Genao, Asst. Town Administrator





"l'ennemi du bien est le bien"

VOLTAIRE

But: "Commit to continuous improvement and getting better all the time." Rich Bienvenue

Budget Development



- Strategic Plan, Goals, Objectives
- Community Expectations
- Programs & Services
- Quality of Service & Service Delivery
- Areas of Improvement and Need
- Stewardship & Fiscal Sustainability

FY 2025 Budget Proposal

Considered a transition year in preparing Wellfleet for the Future!

A virtuous cycle of continuing to provide value and benefit to the community.

Challenged by:

Inflationary pressures

Availability of vendors & staff

Lack of available housing and increased cost of living

Financial constraints of our residents

While ensuring we continue progress offering "core services" and on implementing projects of community need and interest.

Level Service Operating Budget – while providing some opportunity for improvement

New Operating Budget Format Introduced

- **Rearranges "Geography" - attempts to consolidate like items together and improve visibility and accountability for those traditionally managing these items.**
- **Uses the "Bucket Approach"**
 - **Operating Bucket – purely recurring departmental operating costs – must be funded by recurring revenues.**
 - **Capital Bucket – non-operating items that may recur commonly (included in a "funding program") or non-routinely/periodically and included as a discrete item on the Capital Plan. Covered by a combination of recurring and one-time funding.**
 - **Other Budget Items – neither wholly operating or capital – i.e. reserves, one-time requests, pilot programs, etc. Typically, are more discretionary and funded from one-time sources.**

New Capital Budget Format Introduced

- **Attempts to include a more comprehensive look at upcoming needs**
- **Introduces the concept of recurring "Funding Programs" for Town Buildings and Facilities and "operational" fleet and equipment inventory.**
- **Working towards securing at least a partial grant to complete a town-wide facilities assessment**

These formats provide documentation and continuity to the budget process, enable more insight/knowledge into budgetary accounts and their use; provides a map and documentation to the accounting process and encourages greater communication and transparency. Also provides a road map for the administrative process by highlighting operations, programs, upcoming projects.

TOWN OF WELLFLEET, MASSACHUSETTS – GENERAL FUND (GF) BUDGET SUMMARY

	Operating Budget	Capital Budget	Other Budget Items	Total GF FY 25
APPROPRIATIONS				
General Govt. Services	1,545,944			1,545,944
Town Administration	937,501			937,501
Municipal Admin & Finance	1,167,264			1,167,264
Community Services	2,836,897			2,836,897
Public Safety	6,005,619			6,005,619
Public Works	2,698,742			2,698,742
Unallocated Expenditures	4,747,914			4,747,914
Debt Service	3,673,679			3,673,679
Education	8,019,705			8,019,705
Capital Plan		2,420,500		2,420,500
Subtotal Local Appropriations	31,633,265	2,420,500		34,601,127
State Assessments	547,362			547,362
Total Appropriations	32,180,627	2,420,500		34,601,127
FUNDING				
Property Taxes	27,148,161	697,000		27,845,161
Less: Provision for A&E	(150,000)			(150,000)
Local Receipts	3,215,500			3,215,500
State Aid	419,569			419,569
Other Available Funds	1,547,397	264,500		1,811,897
Free Cash		1,459,000		1,459,000
Total Funding	32,180,627	2,420,500		34,601,127

- Part of new approach to simplify budgeting process, contribute to knowledge, communication and transparency on accounting matters.
- Use of the "Bucket Approach"
- Balanced & structurally sound
Recurring revenues fund recurring expenditures
- Utilizes conservative budgeting principles.
- Opportunity to contribute to financial reserves.
- Maintains operational flexibility.
- Adequate funding of Capital Improvement Plan.
- Educational Service costs to be finalized. Enrollment shifts and Op. Budget inflation expected, which will impact Town budget
- Other Budget Items - i.e. reserves and special funding articles may be considered with the expected certification of Free Cash.

Presented Capital budget amounts exclude borrowing authorizations or amounts dependent on outside funding (i.e. grants)

FISCAL YEAR 2025 PRELIMINARY BUDGET RECOMMENDATIONS, FEBRUARY 6, 2024

TOWN OF WELLFLEET, MASSACHUSETTS – WATER ENTERPRISE FUND (WEF) BUDGET SUMMARY

	Operating Budget	Capital Budget	Other Budget Items	Total GF FY 25
APPROPRIATIONS				
Salaries	159,000			489,490
Expense	233,278			
Debt Service	106,212			
Capital Plan		73,500		73,500
Total Appropriations	489,490	73,500		562,990
FUNDING				
Property Taxes	289,490			289,490
Water Rates & Charges	200,000			200,000
Enterprise Fund Retained Earnings		73,500		73,500
Free Cash				
Total Funding	489,490	73,500		562,990

- Requires Taxpayer support
- However, \$145k was subject of previous override, so tax support should be expected for a time.
- Long-term – what is the ability of the activity to support operating and capital costs.
- Future discussion and determination on potential cost allocation /cost recovery model.

Property Tax subsidy is \$145,000 for WW Superintendent & \$144,490 operating expenses

Presented Capital budget amounts exclude borrowing authorizations or amounts dependent on outside funding (i.e. grants)

TOWN OF WELLFLEET, MASSACHUSETTS – MARINA ENTERPRISE FUND (MEF) BUDGET SUMMARY

	Operating Budget	Capital Budget	Other Budget Items	Total GF FY 25
APPROPRIATIONS				
Salaries	284,003			284,003
Expense	260,625			260,625
Debt Service	339,939			339,939
Capital Plan		73,500		73,500
Total Appropriations	884,567	73,500		958,067
FUNDING				
Property Taxes				
Marina Fees	731,265			731,265
Enterprise Fund Retained Earnings	136,302	73,500		209,802
Other Funds indirect cost funding	17,000			17,000
Total Funding	884,567	73,500		958,067

- Does not currently require Taxpayer support
- Long-term – what is the ability of the activity to support operating and capital costs.
- Some debt service is Enterprise funded other debt is taxpayer funded through debt exclusions.
- Retained earnings used to support one-time debt service on most recent bond issue.
- Retained earnings currently supports capital plan.
- Future discussion needed on potential cost allocation/ cost recovery model.

Property Tax subsidy is \$145,000 for WW Superintendent & \$144,490 operating expenses

Presented Capital budget amounts exclude borrowing authorizations or amounts dependent on outside funding (i.e. grants)



Funding

**TOWN OF WELLFLEET, MASSACHUSETTS
FY 2025 PRELIMINARY BUDGET RECOMMENDATIONS
FEBRUARY 6, 2024**

Funding – Property Taxes

Provides funding for 83.9% of Operating Budget, and 80.0% of total budget.

Historically, in the lowest half of average tax burden in the Commonwealth. Expect to maintain approx. Position.

Tax burden does not consider the effect of the RTE.

Projected \$449 median Property Tax increase (7.68%) vs. \$597 increase (11.38%) in the prior FY.

Tax levy capacity grew by \$846,047 (3.73%) excluding exclusions.

Significant increase in exempt debt service due to new bonded debt and high school debt service requirements driving temporary increase in tax levy.

No override anticipated for Town operating costs however, school costs and assessments will likely alter our budget picture and require reductions or revenue additions.

Any changes made to the levy in the final budget proposal will increase/decrease tax burden approximately 3 cents per \$100k. Which is approximately \$22 for a median valued home. (Assumes estimated values presented).

\$697,000 of the Total tax levy is dedicated to the Capital Budget to honor the intent of previous Prop 2 ½ votes related to funding the capital plan \$472,000 and development of the Maurices Project \$225,000.

\$289,490 of the total tax levy is utilized to support the Water Enterprise Fund.

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025 Projected
Property Tax Levy Calculation					
Prior Levy	16,481,342	17,177,914	17,937,060	20,540,850	22,691,881
2.5% Incr.	412,034	429,448	448,422	513,518	567,297
New Growth	136,538	161,618	230,125	200,920	165,000
Override	148,000	168,080	1,925,243	1,436,592	
Subtotal	17,177,914	17,937,060	20,540,850	22,691,881	23,424,178
Exclusions	1,691,825	2,870,017	2,857,488	3,455,215	4,733,640
Max. Levy	18,869,739	20,807,077	23,398,338	26,147,096	28,157,818
Actual Levy	18,854,686	20,782,263	23,372,796	26,128,173	28,134,651
Excess Levy	15,053	24,814	25,542	18,923	23,167
Valuation	2,485,170,060	2,795,267,360	3,517,230,150	4,063,160,240	4,306,949,854
Tax Rate	7.59	7.43	6.65	6.43	6.53
Avg. SF Value / Median	643,475 /	692,680 / 618,750	874,781 / 789,700	1,060,512 / 908,950	1,124,143 / 963,487
Avg/Md SF Tax (Rank out of 351)	4,882 /	5,150 / 4,600 (157 = 44 %tile)	5,813 / 5,248 (183 = 52 %tile)	6,820 / 5,845 (TBD)	7,343 / 6,294 (TBD)
Per Capita Income	46,077 /	49,928 /	43,131 /	52,453 /	TBD / TBD
% Tax burden to Inc.	10.60%	10.32%	13.48%	13.00%	

Tax rate & burden info assumes a single tax rate and does not include impact of Residential Tax Exemption. Per Capita Income data has 4-year lag from DOR, i.e. FY 2024 is from CY 2020 DOR reporting.

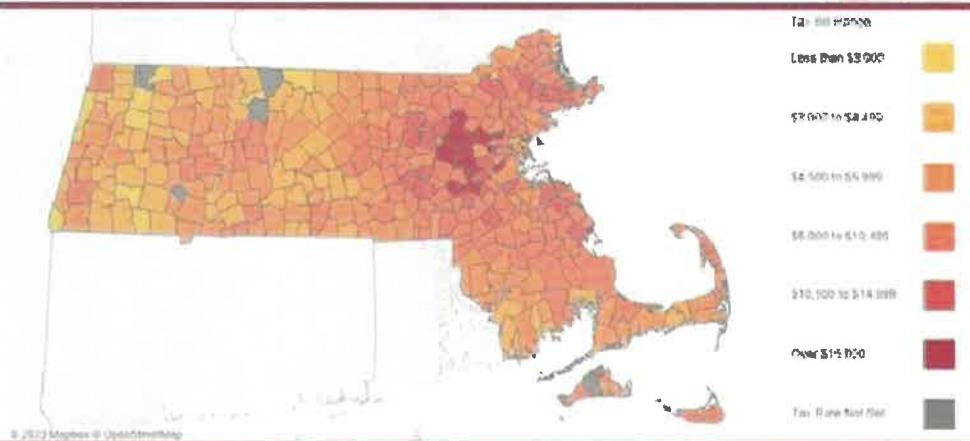
FY2023 Average Single-Family Tax Bill



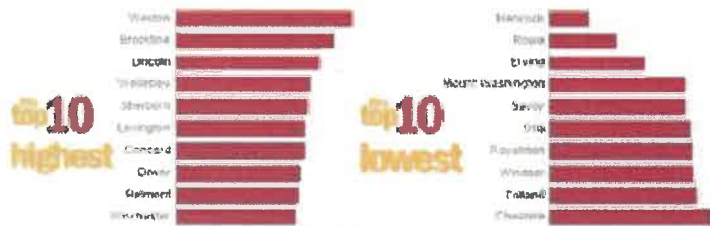
State Average Single-Family Tax Bill	State Average Single-Family Value	State Number of Single-Family Parcels	Number of Cities & Towns Included
\$7,059	609,211	1,434,211	344

Municipality AZ

Average Single Family Tax Bill Data



Cities/Towns with the Highest and Lowest Average Single-Family Tax Bill



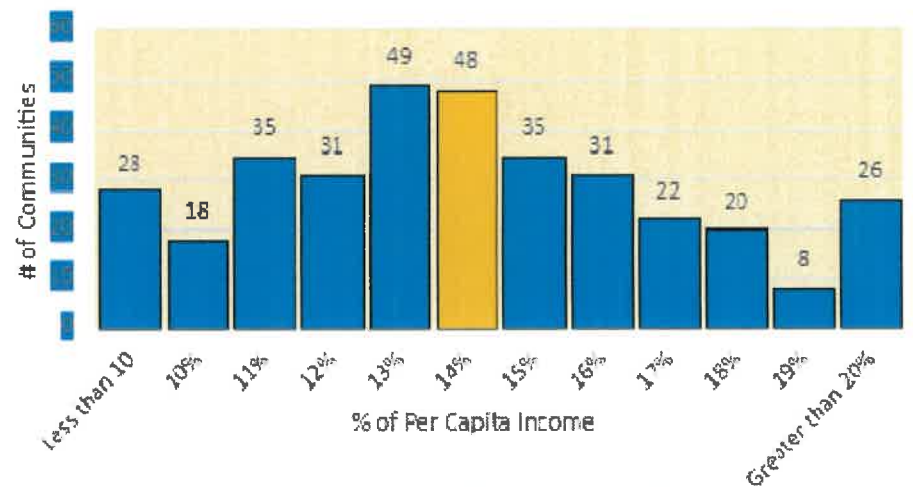
Number of Cities/Towns



DLS calculates a municipality's average single-family property tax bill by dividing the single-family property tax bills (county tax rate x assessed value) by the number of single-family parcels to determine an average assessed value for the state that multiplying that average assessed value by the community's residential tax rate as certified by the Director of Assessments for that fiscal year. County DLS Category application attached 5/1/2023. The average single-family tax bill cannot be calculated for communities that do not set their tax rate at the time of this report. For more information on statistics, please contact the Data Analysis and Reporting Group, Division of Local Services, at stats@dmr.state.ma.us.

Comparative Property Tax Data

% Per Capita Income Spent on Property Tax By MA Cities & Towns



Funding – Estimated Receipts

- Provides funding for about 11.30% of operating and 10.50% of total budget.
- Budgeted local receipts increased \$271,241, or 9.21% from the prior year.
- Local receipts budgeted for FY 25 % of FY 23 actual receipts:
 - 74.35% of total local receipts.**
 - 75.75% of local receipts, excluding STR
 - 82.05% of local receipts, exclusive of STR, and Cannabis.
 - 80-85% budgeted local receipts to actual is considered a target range for budget planning.
- Cannabis Host Fees will no longer be received but will continue to receive local excise of 3%.
- Local receipt savings or surplus to budgeted amounts will be reflected in future Free Cash generation and apportioned in accordance w/ Select Board goals/direction.
- Various fees were previously voted to be established in separate "Reserve for Appropriation" Funds. Including: Beach receipts, recreation receipts, shellfish fees, Comcast license fees, ambulance receipts, transfer station fees.

	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Actual	FY 2024 Budget	FY 2025 Budget
Motor Vehicle Excise	507,593	568,764	592,705	624,953	505,000	570,000
Meals Excise	251,409	208,541	292,345	312,071	250,000	250,000
Rooms Excise	414,712	22,896	155,203	286,219	150,000	250,000
Short-term Rental Excise		831,899	951,496	1,333,630	860,000	950,000
Cannabis Excise/Host Fees		2,678	386,383	388,146	119,259	130,000
Rentals				308,409	225,000	225,000
Payments in Lieu of Tax	27,152	27,021	27,472	34,044	30,000	30,000
Licenses/Permits	294,256	339,698	345,270	367,128	300,000	305,000
Departmental Fees/charges	301,797	121,517	105,163	185,342	135,000	135,000
Interest	69,554	12,630	6,326	195,979	100,000	100,000
Penalties & Charges	92,137	92,533	106,221	137,463	125,000	125,000
Misc. and other	146,958	257,528	267,176	151,067		
Subtotal Local Receipts	2,105,568	2,485,705	3,235,760	4,324,451	2,944,259	3,215,500
State Aid			343,562	424,192	423,421	434,007
Total Estimated Receipts			3,579,322	4,748,643	3,367,680	3,649,507

Funding – Other Avail. Funds

Provides funding for about 4.80% of operating and 9.45% of total op/cap. budget.

Amounts funding operating budgets are recurring revenues.

Amounts funding capital budgets are available – projections completed to ensure ongoing capital funds in future years.

Ambulance fund projection indicates slight over utilization in future years - will need to monitor over next couple years.

Free Cash certification in process. In addition to Capital Plan funding, a provision of a reserve should be maintained. Additional amounts may be recommended for additional purposes pending analysis of reserves.

Free Cash generation.

Generated by conservative revenue budgeting and savings on appropriations.

Necessary for adequate funding of Capital Plan at a rate of about \$1 million per year.

Reserve necessary to maintain top-tier bond rating.

	FY 2021 Budget	FY 2022 Budget	FY 2023 Budget	FY 2024 Budget	FY 2025 Budget
Operating Budget					
PEG Access Fund			140,000	140,000	120,000
Ambulance Fund			13,000		34,000
Beach Fund			786,000	980,990	975,000
SEMASS Fund			290,000	271,000	280,000
Recreation Fund			60,000	69,400	75,000
Cemetery Fund			12,556	10,000	10,000
CPA Fund – debt service					53,397
Operating Transfers - various			353,862	461,747	
Free Cash					
Subtotal OAF			1,655,418	1,933,137	1,547,397
Capital & Other					
Shellfish Fund			45,000	25,000	32,000
Ambulance Fund			530,000	163,000	163,500
Beach Fund			46,000	11,000	19,000
Recreation Fund				20,300	
Re-appropriated articles			216,625	95,000	50,000
Subtotal OAF			837,625	314,300	264,500
Free Cash - Reserves					
Free Cash – Capital					1,459,000
Subtotal Free Cash					1,459,000



Appropriations

TOWN OF WELFLEET, MASSACHUSETTS

FY 2025 PRELIMINARY BUDGET RECOMMENDATIONS

FEBRUARY 6, 2024

Appropriations – Operating Budget Highlights

- Provides for full funding of previously approved CBA's
- Several large departmental increases are due to bringing budget in line w/ previous actual costs or expected cost.
 - *Legal Services \$90,000
 - *Public Safety OT \$45,000 – request was for more.
 - *Community Services - porta potty costs \$75,000
 - *Beach seasonal salaries not previously budgeted \$45,593
- Some relatively nominal increases/reallocation of costs related to staffing.
 - *Asst. Town Clerk 4 hour per week incr. \$6,298
 - *PD Community Services officers \$31,000
 - *DPW reallocation of seasonal to a new FT position – no new salary cost
 - *Recreation – incr in contract service, in lieu of seasonal staff \$13,420
- Traditional "Budget Busters"
 - Pension incr. \$117,259 6.7%
 - Health Insurance \$117,086 7.5% (placeholder) but overfunded.
 - General Liability Insurance \$43,125 7.5% (placeholder)
 - Energy \$30,000 22.73% - need to review PPA arrangements, Expected 30% increase in monthly invoice eff. 7/1
- Educational Assessments are placeholders until known.
 - *Provided for 4% increase, may be higher due to District budget pressures, and collective bargaining.
 - *Need updated amount for NRSD HS debt service.
- Maintained Funding of Prior discrete Prop 2 ½ votes
 - *OPEB Funding - \$200,000
 - *School Lunch funding - \$100,500
 - *Water/Wastewater position - \$145,000

Budget Element	FY 24 Final	FY 25 Preliminary	\$ Change	% Change
Elected & General	170,170	178,670	8,500	5.00%
Town Administration	809,056	937,501	128,445	15.88%
Municipal Admin & Finance	1,213,772	1,167,264	(46,508)	-3.83%
Town Clerk & Elections	145,446	160,298	14,852	10.21%
Inspectional Services	587,259	589,521	2,262	.39%
Community Development	156,480	235,318	78,838	50.38%
Shellfish Department	353,439	382,137	28,698	8.12%
Community Services	2,562,881	2,836,897	274,016	10.69%
Public Safety	5,685,330	6,005,619	320,289	5.63%
Public Works	2,623,645	2,698,742	75,097	2.86%
Unallocated	4,528,994	4,747,914	218,920	4.83%
Debt Service	3,497,572	3,673,679	176,107	5.04%
Education	6,807,758	8,019,705	1,211,947	17.80%
Total Operating Budget	29,141,802	31,633,264	2,491,462	8.55%
Summary				
Town Salaries	10,367,820	10,994,805	626,985	6.05
Town Expense	8,468,652	8,945,076	476,424	5.63
Educational Services, Less Debt service	6,661,113	6,924,447	263,334	3.95
Education Debt Service	146,645	1,095,258	948,613	647%
Town Debt Service	3,497,572	3,673,679	176,107	5.04%
Total Operating Budget	29,141,802	31,633,264	2,491,462	8.55% / 5.36% excl debt

Appropriations – Capital Budget Highlights (Non-Borrowing)

- More comprehensive - includes anticipated non-levy items. Significant outside funding to address stormwater and environmental concerns with potentially impactful projects.
- Utilizes \$472,000 of tax levy funded via prior override for recurring fleet and dept. equipment replacement. Utilizes \$225,000 tax levy funded via override for Maurices.
- Being impacted by current supply chain issues, inflationary pressures, and bid environment.
 - May need to consider facility bonds in the future to consolidate and timely complete maintenance needs
- Recommended plan requests:
 - Funding of routing requests in a capital budget article
 - Borrowing authorizations anticipated.
 - Separate article for Ambulance Capital Lease.
 - No capital exclusions anticipated.
 - Target FY 2027 for facilities bond to address deferred maint.
 - Complete facilities assessments to determine proper funding.

Funding Source	Amount
Tax Levy	697,000
Free Cash	1,459,000
Other Available Funds	264,500
Community Preservation Act Requests	280,000
Subtotal Town Meeting Appropriation	2,700,500
Chapter 90 Grant	175,000
Other Grants	706,200
Total Capital Budget	3,581,700

Summary of Requests	Amount	Source
Building/Facility Maintenance	845,000	Free Cash, Grant
Facility Additions – Walking Path (CPA), Salt Shed (Ch90)	200,000	Grants
Beach Restroom Planning	380,000	Free Cash
Local Road Improvements	200,000	Ch. 90
Stormwater improvements	75,000	Grant
Maurices Development	505,000	Tax Levy
Wastewater Planning	225,000	Free Cash
Fleet Replacements	250,000	Free Cash
	94,000	OAF
	93,500	Tax Levy
	324,000	
Departmental Equipment Replacements	172,200	OAF
	218,000	Tax Levy
Total General Fund Capital Budget (non-borrowing)	3,581,700	

Appropriations – Capital Budget (Borrowing)

- Based upon Capital Plan.
 - Dredging – recommend as debt exclusion
 - Ambulance – Lease purchase, funded from Ambulance Fund
- Develop plan for funding of future Wastewater debt service.
 - Funding of WW debt from STR?
 - Preserve exempt debt drop-off.
- As implementation options near, need to consider best approach to project management.
 - In-house vs. Outsource
 - Dual roles and potential for better overall supervision.
- Future Dredging Bonds.
- Targeting FY 2027 for Facilities projects/facilities bond.

Item	Amount
Current Projects	
Dredging of Area 2 – Exempt Bond Issue	4,500,000
Ambulance Replacement – Lease funded by Ambulance Fund	550,000
	5,050,000
Potential Future Projects (Near-Term)	
Dredging	10,000,000
Wastewater Planning, Engineering, Design	5,000,000
Facilities Repair & Maintenance	2,450,000

Appropriations – Other Budget Items

- Funding of reserves**

- To be Determined upon Certification of Free Cash
- OPEB Fund is allocated \$200,000 of annual funding within the Operating Budget via prior Proposition 2 ½ Override.
- Other Reserve Type funds may be desirable and can be considered for the future.
 - Injured on Duty Fund
 - Compensated Absence Fund

- Other Budget Items**

- Funding necessary to achieve Town goals, but neither operating nor capital in nature.
- Outer Cape Health Network request pending
- None others currently noted

- Housing Stabilization Funds**

- Receive ongoing funding from Community Impact Fee
- CIF split 35/65 affordable to mixed income

APPROPRIATIONS		
<u>Element</u>	<u>Amount</u>	<u>Source</u>
Financial Reserves:		
Stabilization Fund		
Injured on Duty Fund		
OPEB Fund – supplemental (\$200k incl in Op Budget)		
Compensated Absence Fund		
Other Budget Requests:		
To be determined		
Total Other Budget Items		

PROJECTED BALANCES OF RESERVES			
<u>Reserve Fund</u>	<u>Current Balance</u>	<u>Contribution</u>	<u>Expected Balance</u>
Stabilization Fund	963,931	tbd	
Capital Stabilization Fund	-0-	tbd	
Harbor Dredge Stabilization Fund	10,169	tbd	
Marina Stabilization Fund	71,584	tbd	
Affordable Housing Stabilization Fd.	37,476	8,000	45,500
Mixed Inc. Housing Stab. Fund.	69,597	16,000	85,600
Opioid Special Purpose Stab. Fund	5,126	tbd	
OPEB Trust Fund	3,381,427	200,000	3,600,000
Unspent Free Cash	TBD		



Other Budget Considerations

**TOWN OF WELFLEET, MASSACHUSETTS
FY 2025 PRELIMINARY BUDGET RECOMMENDATIONS
FEBRUARY 6, 2024**

Budget Challenges & Recommendations

SHORT-TERM	LONG-TERM	RESPONSE
<ul style="list-style-type: none"> Placeholders on Education Budgets – will not be known likely till March. Update needed on NRHS Project debt service. 	<ul style="list-style-type: none"> Education costs and assessment calculations. 	
<ul style="list-style-type: none"> General & Health Insurance placeholders – has been stable. 	<ul style="list-style-type: none"> Long-term trends are near double digit increases. 	
<ul style="list-style-type: none"> Ability to fill open positions Ability to retain vendors and contractors for current needs at affordable rates. 	<ul style="list-style-type: none"> Availability and affordability of workforce. Availability and affordability of workforce and local vendors. 	
<ul style="list-style-type: none"> Completion of local public works projects in capital budget. 	<ul style="list-style-type: none"> Ongoing funding for desired community development, housing, and required stormwater/wastewater infrastructure and managing requirements. 	
<ul style="list-style-type: none"> Managing local receipts to minimize potential of revenue deficits. 	<ul style="list-style-type: none"> Creation of funding streams and maintenance of adequate fee levels and aggressively pursuing new growth opportunities. 	
<ul style="list-style-type: none"> Demands for service requiring additional investment in our core services. 	<ul style="list-style-type: none"> Evaluation of departmental "core services" needed by the community vs. Additional and specialized services desired by a department. 	



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 6, 2024

IV

RESIDENCES AT LAWRENCE HILL

~ A ~

REQUESTED BY:	Jay Coburn, Community Development Partnership & Vita Shklovsky, POAH
DESIRED ACTION:	To update the board and public ON THE Lawrence Hill project.
PROPOSED MOTION:	If a motion is needed one will be made at the time of the meeting.
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

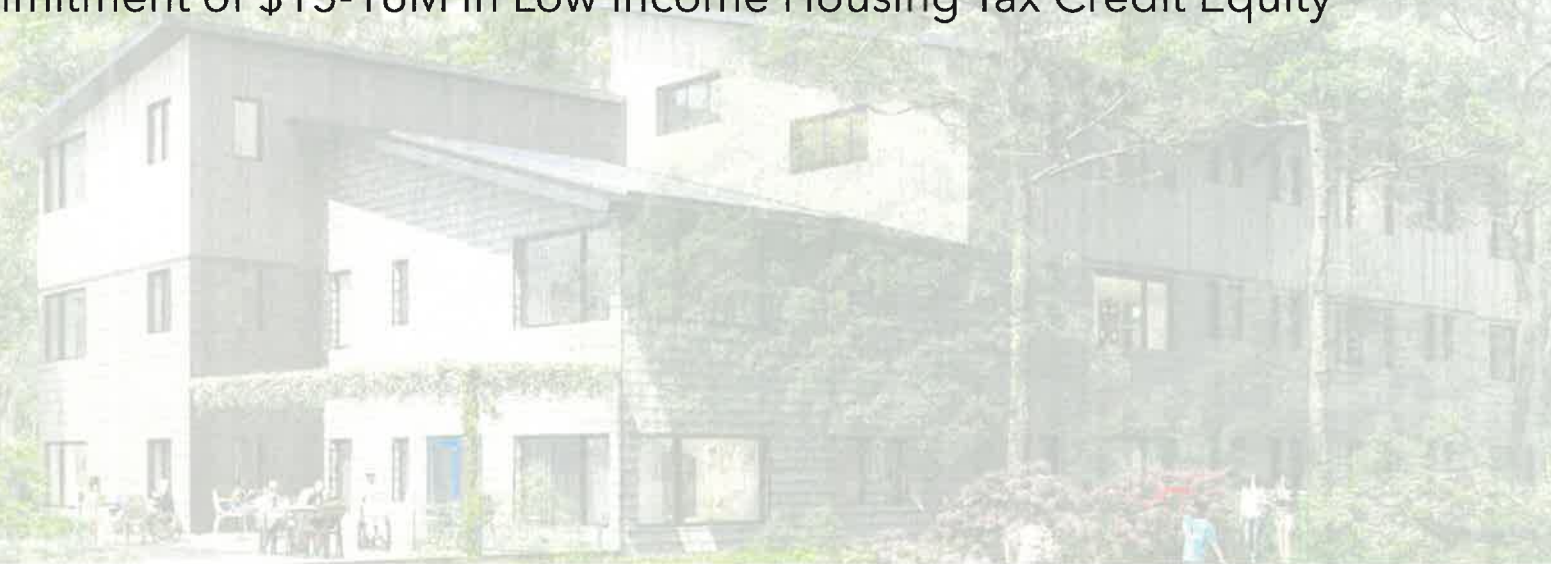
An architectural rendering of a residential street at Lawrence Hill. The scene shows a paved road with a sidewalk on the right and a grassy area on the left. Several people are walking on the sidewalk, and a few cars are parked or driving on the road. The buildings are modern with dark wood siding and large windows. The overall atmosphere is bright and clear.

Residences at Lawrence Hill

Project Update and Path to Closing
Wellfleet Select Board
February 6, 2024

Project Update

- January 2024 - Funding Announcement from EOHLC!
 - Residences at Lawrence Hill was one of 26 projects funded by EOHLC across the Commonwealth
 - Commitment for \$8 Million in funding from state and other subsidies
 - Commitment of \$15-16M in Low Income Housing Tax Credit Equity



2024 Path to Closing

Feb - Mar 2024

Select Construction General Contractor

Feb - Mar 2024

Select Equity Investors and Lenders

Mar - Jul 2024

Closing Process

Jul - Aug 2024

Closing + Groundbreaking Ceremony

Aug 2024

Construction Start

Aug 2024 - Spring 2026

Construction Ongoing (20 months)

Summer 2026

Construction Completion and Ribbon-cutting

Summer 2026

Initial Lease-up

Fall 2026

Lease-up Completion

Closing Process

- Closing process will take time to coordinate all the regulatory requirements for each funding source

Construction

- During construction, the project team will coordinate with the Town's Wastewater Treatment Facility work
- Team will develop a Construction Management Plan regarding any neighborhood-level disruptions (i.e. truck deliveries, concrete pours, etc)

Lease-up and Management

- Initial lease-up will take place in mid-2026 as construction is nearing completion
 - Initial residents will be selected via a lottery
 - Town has requested a local preference for the lottery
 - Individuals/Families interested in being notified when applications are available my sign up at:

www.wellfleethousing.org/95-Lawrence-road-project

- POAH Communities will be long-term property manager and steward of the property



Thank you!

Jay Coburn, President and CEO
jay@capecdp.org



community development partnership

Vita Shklovsky, Senior Project Manager
vitasky@poah.org





SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 6, 2024

V

CHARTER CHANGES & TOWN MEETING DATE

~ A ~

REQUESTED BY:	Dan Silverman ~ Town Moderator
DESIRED ACTION:	To review and discuss proposed amendments to some of the Wellfleet charter.
PROPOSED MOTION:	Sample motions: I move to approve and insert charter change: ___ into the Annual Town Meeting Warrant.
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition (s):
VOTED:	

MEMO

DT: January 26, 2024
TO: Selectboard
FR: Dan Silverman, Town Moderator
RE: Proposed Charter amendments
CC: Rich Waldo, Town Administrator
Silvio Genao, Assistant Town Administrator
Rebekah Eldridge, Executive Assistant
Jennifer Congel, Town Clerk
Carolyn Murray, Town Counsel

Introduction:

As someone who's attended nearly every Wellfleet Town Meeting since moving here in 1972 and been Moderator since 1999 (with a 7-year break during my appointment as Fire Chief), I have a long-view perspective on Town Meeting. My recommendations for amendments to the Wellfleet Charter come from that perspective. For each proposal, I've offered recommendations, a rationale for the recommendations, and proposed language for a Warrant article proposing the amendment(s).

Amending the Charter is two-part process and is governed by the Home Rule Procedures Act, MGL Chapter 43B. Town Meeting voters may propose a charter amendment by a two-thirds vote in favor. Any proposed amendment must then also be approved by a majority vote at an Annual Town Election that is at least 6 months after approval by Town Meeting voters.

This memo includes recommendations in four areas related to Town Meeting: the scheduling of the Annual Town Meeting, the scheduling of elections, the quorum requirements, and the delivery of Town Meeting warrants.

For several of these changes, my recommendations include moving requirements from the Charter to bylaws and/or to votes by the Selectboard. In the case of scheduling, this will give the Selectboard more flexibility to change the date(s) of Town Meetings and Town Elections as necessary. In the case of the quorum requirements and the number of Warrants to be printed, if future Selectboards or Town Meeting voters decide to make changes, bylaws are easier to change than the Charter. Using bylaws rather than Charter provisions to fix these kinds of requirements is a common practice in other Towns on the Cape. If the Selectboard is supportive of this, proposed bylaws should also be prepared for presentation along with the proposed Charter amendments, with implementation language linking them to adoption of the Charter changes.

Following are my recommendations.

Annual Town Meeting:

- **Recommendations:** that the Annual Town Meeting be divided into two sessions. It is also recommended that the date of the spring session of the Annual Town Meeting be flexible and able to be moved to a later date to allow more time for the Nauset Regional School budget to be considered in coming up with a final budget figure. It is recommended that the Selectboard be given the authority to cancel the fall session when appropriate.
- **Rationale:** dividing the meeting into two sessions will allow for shorter warrants and a greater likelihood that the business of each meeting can be concluded in one session. Focusing the spring meeting on financial matters and the fall meeting on zoning and other bylaws will allow robust debate without the risk of voter fatigue by the time that later articles in a long warrant come up for consideration. However, the Charter should not prevent any subject from consideration at either session of Town Meeting. As a practical

matter, a time-sensitive zoning matter can be included in a spring meeting Warrant and similarly, any pressing financial articles can be added to a fall meeting.

Note that by creating a fall session of the Annual Town Meeting, the deadlines and required signatures for petitioned articles would be the same as for a single Annual Town Meeting, and different than those for a Special Town Meeting.

The recommendation to provide flexibility in scheduling the spring session comes from a recognition that the current date of Town Meeting does not allow a lot of time between when the Nauset School Budget is finalized and when the Warrant must be closed. Giving the Selectboard the discretion to move the date to later in April or to early May would address this issue and more closely align the date of Wellfleet's meeting with the three other towns in the Nauset Regional School district. Similarly, giving flexibility to setting the date for a fall session recognizes that external considerations might affect the ideal time to schedule. The Selectboard should also have the discretion to cancel the fall session if there is not enough business to be acted upon to justify holding a Town Meeting.

- **Proposed Charter amendments:**

- *To see if the Town will vote to propose the following amendments to the Wellfleet Town Charter (new language underlined, deleted language ~~strikethrough~~):*

In Section 2-6-1, strike the existing language entirely and replace it with the following:

2-6-1 The Annual Town Meeting shall be divided into two business sessions: a spring session and a fall session. The spring session shall convene annually in April or May on a date fixed by bylaw or by vote of the Selectboard, and the fall session shall convene annually in October or November, on a date fixed by bylaw or by vote of the Selectboard. The spring session shall be primarily to act upon the annual operating, enterprise and capital budgets, and other financial matters. The fall session shall be primarily to act upon zoning and general bylaws and other matters. Nothing in this section shall restrict the subject of any Warrant article and each session shall consider and act upon such other business as may properly come before the meeting. The Selectboard may, at its discretion, cancel the fall session of the Annual Town Meeting no later than September 15 of any year, so long as there are no more than 5 petitioned articles submitted pursuant to Section 2-4 of this Charter. Notice of the Selectboard's action to cancel such meeting shall be posted on the Town's website and principal bulletin board. A decision to cancel a fall session of the Annual Town Meeting shall not prohibit the Selectboard from calling a Special Town Meeting at any time, pursuant to Section 2-3 of this Charter.

In Section 2-6-1, make the following changes:

2-6-4 Any session of the Annual Town Meeting shall not be held earlier than fourteen days after the date on which a constable certifies that copies of the Warrant have been posted in two or more public places in the Town including the Wellfleet Post Office and the South Wellfleet Post Office, and have deposited with the Town Administrator printed copies of the Warrant of a number not less than the number of voters of the Town.

Town Elections:

- **Recommendations:** that the date(s) of Town Elections be tied to the date(s) of Town Meeting(s), rather than being held on a specified date. It is also recommended that Town Elections be held on Tuesdays, which is consistent with all other state and federal elections.
- **Rationale:** The date of the Annual Town Election is currently set by the Charter as the first Monday after the fourth Monday in April. While the Charter (whether amended as proposed above or not) allows action by the Selectboard to change the date of Town Meeting, no such leeway exists for the date of the Annual Town Election. This has led to times when, for good reasons, the date of the Annual Town Meeting had to be changed, but the date of the election could not be. The result of this was Prop. 2-1/2 override votes being held on proposals which had not yet been debated and voted on at Town Meeting. While this is legal, it's not good practice, as voters must make decisions on overrides without the benefit of the information provided during Town Meeting debate. By setting the date of Town elections with reference to Town Meetings, this problem will be avoided. Language giving the Selectboard leeway to set another date would also be consistent with the recommended Charter language with reference to Town Meetings.

Moving Town elections to Tuesdays would make Town election day consistent with all other state and federal elections, all of which are held on Tuesdays.

- **Proposed Charter amendments:**
 - *To see if the Town will vote to propose the following amendments to the Wellfleet Town Charter (new language underlined, deleted language ~~strikethrough~~):*

6-1-1 The regular election for all Town officers shall be by official ballot held on the first ~~Monday~~ Tuesday after the ~~fourth Monday in April~~ each year. date of the spring session of the Annual Town Meeting, unless otherwise provided by bylaw or by action of the Selectboard. Other Town Elections, if required, shall be by official ballot held on the first Tuesday after the date of the fall session of the Annual Town Meeting, or after the date of any Special Town Meeting, unless otherwise provided by bylaw or by action of the Selectboard.

Quorum:

- **Recommendations:** that the quorum requirement be specified by bylaw rather than by Charter and that it be structured so that a quorum is only required to open Town Meeting. Once Town Meeting is called to order with the required quorum, there would be no further quorum requirement. This would remain the case until the meeting is dissolved, even if it's adjourned to another session.
- **Rationale:** This change removes the possibility that a specific interest group could deprive the meeting of a quorum by exiting the meeting after their articles of interest have been dealt with. Those voters who make the effort to attend and stay for the duration of a Town Meeting session should not be subjected to the possibility of a meeting being forced to adjourn or not be able to be called to order because other voters chose not to attend or leave before the meeting is dissolved. This way of dealing with the quorum is not uncommon in other Towns throughout the state.

- **Proposed Charter amendments:**

- *To see if the Town will vote to propose the following amendments to the Wellfleet Town Charter (new language underlined):*

In Section 2-1-3, strike the existing language in its entirety and replace it with the following: The quorum necessary to begin the conduct of Town Meeting business shall be a number or a percentage of registered voters as specified by bylaw. Once a Town Meeting has begun, no quorum shall be required at that or any subsequent session of the same Town Meeting.

In Section 2-1-5, strike the entire section.

Warrants:

- **Recommendation:** that the requirement to mail a Warrant to every voter be eliminated and replaced with a requirement to mail a postcard to every voter with information about the availability of the Warrant, and to make the Warrant widely available in multiple public places and be posted online.
- **Rationale:** Serious consideration needs to be given to whether we should continue to mail a Warrant to every voter. Currently, we're mailing over 3,100 Warrants, which is costly from both a financial and an environmental perspective. It also requires that the closing deadline for the Warrant be 3-4 weeks earlier than required by Charter and makes it harder for board and committee recommendations to be made in time to get into the printed Warrant.

Some towns are mailing a postcard to every voter with a QR code link to the full Warrant and a list of locations where a printed copy can be picked up. The Warrant can also be posted on-line, and enough printed copies can be made available in public places (library, town hall, adult community center, post office lobbies, police station, fire station, etc.). A Warrant could be hand-delivered by the PD or FD to anyone who has mobility issues and requests a Warrant be delivered to them. Adopting these practices would save postage and cut-down on paper waste. It would also shorten the lead time for closing the Warrant before it goes to print, giving the Selectboard and other committees and boards more time to finalize their recommendations and have them included in the printed copies of the Warrant.

I suggest amending the Charter to require printing Warrants equal to 30% of the number of voters. This is about 1,000 copies at present – far cheaper and more environmentally responsible than printing and mailing more than 3,100 copies. An alternative would be to remove this requirement entirely from the Charter and enact a general bylaw that covers the same subject. As suggested in the introduction, a bylaw provision would be easier to change in the future if desired.

- **Proposed Charter amendments:**

- *To see if the Town will vote to propose the following amendments to the Wellfleet Town Charter (new language underlined, stricken language ~~stricken through~~):*

In section 2-3-2, delete the words “the number of” and add the words “30% of” so that the last line reads “...not less than ~~the number~~ 30% of the voters of the Town”.

In section 2-6-4, delete the words “the number of and add the words “30% of” so that the last line reads “...not less than ~~the number~~ 30% of the voters of the Town”.

In Section 5-3-2 (l), delete the wording entirely and replace with the following: “cause a postcard notice of the availability of the Warrant to be mailed to each voter’s postal address at least fourteen days prior to each Town Meeting and cause copies of the Warrant incorporating the recommendations thereto to be made available in multiple public places in the Town of Wellfleet including, but not limited to, the Wellfleet Post Office and the South Wellfleet Post Office, Wellfleet Town Hall, the Wellfleet Public Library, the Wellfleet Adult Community Center, and cause the Warrant to be posted on the Town’s website at least fourteen days prior to each Town Meeting.

- **Alternative Charter amendments (moving the required number of Warrants to a bylaw provision):**

In section 2-3-2, delete the words “not less than the number of voters of the Town” and add the words “established by bylaw.” so the last line reads “...of a number established by bylaw.”

In section 2-6-4, delete the words “not less than the number of voters of the Town” and add the words “established by bylaw.” so the last line reads “...of a number established by bylaw.”

DT: February 5, 2024
TO: Selectboard
FR: Dan Silverman, Town Moderator
RE: Proposed Charter amendments
CC: Rich Waldo, Town Administrator
Silvio Genao, Assistant Town Administrator
Rebekah Eldridge, Executive Assistant
Jennifer Congel, Town Clerk
Carolyn Murray, Town Counsel

As a follow-up to my memo of January 26, and to facilitate discussion at the SB meeting on February 6, here is how the charter language would read if the amendments that I'm suggesting are adopted by the voters. These are the same proposal as in the last memo, but without the strike-throughs and underlining for ease of reading

Town Meetings

2-6-1

The Annual Town Meeting shall be divided into two business sessions: a spring session and a fall session. The spring session shall convene annually in April or May on a date fixed by bylaw or by vote of the Selectboard, and the fall session shall convene annually in October or November, on a date fixed by bylaw or by vote of the Selectboard. The spring session shall be primarily to act upon the annual operating, enterprise and capital budgets, and other financial matters. The fall session shall be primarily to act upon zoning and general bylaws and other matters. Nothing in this section shall restrict the subject of any Warrant article and each session shall consider and act upon such other business as may properly come before the meeting. The Selectboard may, at its discretion, cancel the fall session of the Annual Town Meeting no later than September 15 of any year, so long as there are no more than 5 petitioned articles submitted pursuant to Section 2-4 of this Charter. Notice of the Selectboard's action to cancel such meeting shall be posted on the Town's website and principal bulletin board. A decision to cancel a fall session of the Annual Town Meeting shall not prohibit the Selectboard from calling a Special Town Meeting at any time, pursuant to Section 2-3 of this Charter.

2-6-4

Any session of the Annual Town Meeting shall not be held earlier than fourteen days after the date on which a constable certifies that copies of the Warrant have been posted in two or more public places in the Town including the Wellfleet Post Office and the South Wellfleet Post Office, and have deposited with the Town Administrator printed copies of the Warrant of a number not less than the number of voters of the Town.

Town Elections

6-1-1 The regular election for all Town officers shall be by official ballot held on the first Tuesday after the date of the spring session of the Annual Town Meeting, unless otherwise provided by bylaw or by action of the Selectboard. Other Town Elections, if required, shall be by official ballot

held on the first Tuesday after the date of the fall session of the Annual Town Meeting, or after the date of any Special Town Meeting, unless otherwise provided by bylaw or by action of the Selectboard.

2-1-3 The quorum necessary to begin the conduct of Town Meeting business shall be a number or a percentage of registered voters as specified by bylaw. Once a Town Meeting has begun, no quorum shall be required at that or any subsequent session of the same Town Meeting.

2-1-5 (Strike entire section)

Warrants

2-3-2 A special town meeting shall not be held earlier than fourteen days after the date on which a constable has certified that copies of the Warrant have been posted in two or more public places in the Town, including the Wellfleet Post Office and the South Wellfleet Post Office, and has deposited with the Town Administrator for distribution printed copies of the Warrant, of a number not less than 30% of voters of the Town.

2-6-4 The Annual Town Meeting shall not be held earlier than fourteen days after the date on which a constable certifies that copies of the Warrant have been posted in two or more public places in the Town including the Wellfleet Post Office and the South Wellfleet Post Office, and has deposited with the Town Administrator printed copies of the Warrant of a number not less than 30% of voters of the Town.

5-3-2(l) cause a postcard notice of the availability of the Warrant to be mailed to each voter's postal address at least fourteen days prior to each Town Meeting and cause copies of the Warrant incorporating the recommendations thereto to be made available in multiple public places in the Town of Wellfleet including, but not limited to, the Wellfleet Post Office and the South Wellfleet Post Office, Wellfleet Town Hall, the Wellfleet Public Library, the Wellfleet Adult Community Center, and cause the Warrant to be posted on the Town's website at least fourteen days prior to each Town Meeting.

Alternative Charter amendments (moving the required number of Warrants to a bylaw provision):

2-3-2 A special town meeting shall not be held earlier than fourteen days after the date on which a constable has certified that copies of the Warrant have been posted in two or more public places in the Town, including the Wellfleet Post Office and the South Wellfleet Post Office, and has deposited with the Town Administrator for distribution printed copies of the Warrant, of a number established by bylaw.

2-6-4 The Annual Town Meeting shall not be held earlier than fourteen days after the date on which a constable certifies that copies of the Warrant have been posted in two or more public places in the Town including the Wellfleet Post Office and the South Wellfleet Post Office, and has deposited with the Town Administrator printed copies of the Warrant of a number established by bylaw.



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 6, 2024

V

CHARTER CHANGES & TOWN MEETING DATE

~ B ~

REQUESTED BY:	Dan Silverman ~ Town Moderator
DESIRED ACTION:	To discuss moving the annual town meeting date
PROPOSED MOTION:	Possible motion: I move to approve the change of the annual town meeting from Monday April 22, 2024, to _____
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 6, 2024

VI

COMMUNITY PRESERVATION PRESENTATION

~ A ~

REQUESTED BY:	Gary Sorkin and members of the CPC
DESIRED ACTION:	To present to the board their recommendation and needs to the selectboard
PROPOSED MOTION: SUMMARY:	I move to approve the Community Preservation Commission's recommendations for FY2025.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

Estimate of Available CPA Funds as of 6/30/23. For discussion purposes only 9-15-23									
	Balance as of 6/30	4-23 ATM	7/1 Funds Available	7/1 Funds (less Grants)	Estimated new \$ for FY25	FY25 Estimate Available as of 7/1/23			
Open Space Reserves	\$119,543	\$78,688	\$198,231	\$198,231	\$72,000	\$270,231			
Historic Reserves	\$91,229	\$78,688	\$169,917	\$169,917	\$72,000	\$241,917			
Housing Reserves	\$0	\$78,688	\$78,688	\$0	\$72,000	\$72,000 (less \$53,397 for Maurices bond)			
Administration	\$8,723	\$39,344	\$48,067	\$48,067	\$36,050	\$84,117			
Undesignated Fund Balance:	\$738,031		\$738,031	\$631,439	\$0	\$631,439			
Budget Reserves:	<u>\$562,234</u>	<u>\$513,330</u>	<u>\$1,075,564</u>	<u>\$1,831</u>	<u>\$406,250</u>	<u>\$408,081</u>			
Total	\$1,519,760	\$788,738	\$2,308,498	\$1,049,485	\$658,300	\$1,707,785			
						\$1,907,785 (including possible \$200,000 Housing Return)			
						Estimated new CPA funds for FY25 on 7/1/24			
ATM 4/23 Approved Grants		SOURCE OF AWARDS:		Estimated Local Receipts:		New FY25 Grant Requests:	Approved 1/31/24		
Maurice's bond payment	\$25,000	Budgeted Reserves	\$1,073,733	\$500,000					
Access at ponds & beaches	\$32,760	Fund Balance	\$106,592	Estimated State Match:		PROJECT	REQUESTED	PURPOSE	APPROVED
ACC Landscape	\$9,890	Housing Reserve	\$78,668	\$221,933		ACC Walkway	\$100,000	Recreation	Deferred
Bandstand	\$63,844	Total	\$1,258,993	Total New CPA \$		Historical Commission	\$15,000	Historical	\$15,000
Downpayments, Closing, Re	\$100,000			\$721,933		AIM	\$21,680	Historical	\$15,000
95 Lawrence Rd.	\$1,000,000			\$200,000 (redirect from 2019 Housing grant*)		Breuer House	\$200,000	Historical	\$200,000
Orleans Cape Cod 5 Housing	\$20,000					Grey House	\$140,000	Historical	\$50,000
Lower Cape Housing Inst	\$7,500					Museum	\$194,850	Historical	\$100,000
Total	\$1,258,994					Blue Heron	\$25,000	Open Space	\$25,000
						Land Conservation Fund	\$150,000	Open Space	\$150,000
						Habitat OKH	\$175,000	Housing	\$175,000
						Housing Trust	\$750,000	Housing	\$750,000
						CDP	\$7,500	Housing	\$7,500
						Spring Rock Village	\$100,000	Housing	\$20,000
						Maurices Bond	\$53,397	Housing	\$53,397
						Total Requests	\$1,932,427		\$1,560,897
						Emergency Rent Assistance Return		Housing	-\$200,000
						Net CPA Grants for Spring Town Meeting			\$1,360,897

Needs Lists for CPA Hearing – February 6, 2024

Open Space Needs

1. Preserve threatened resources especially in ACEC land.
2. Protect regional water supply/aquifer.
3. Protect regional wetlands and bordering areas.
4. Protect shellfishing/wildlife habitat.
5. Preserve special and unique native vegetation.
6. Provide links with existing conservation land for wildlife corridors.
7. Protect for limited and appropriate public access land near ocean, bay and ponds.
8. Seek land for passive recreation.
9. Continue to educate the population regarding the benefits of conservation, and the relationship between excessive growth and ground water quality, waste disposal, harbor health, natural resources, and town character.
10. Acquire conservation restrictions or fee title to coastal land that allows inland migration of coastal wetlands with sea-level rise

Community Housing Needs

1. Continue to work to create 120 units of affordable housing to meet the needs of low and moderate income residents and meet the State guideline of having 10% of year round housing be affordable.
2. Engage professional Housing Specialist and Planner on Town staff.
3. Secure Community Preservation funds, short term rental tax funds, grant funds and donations to support housing projects.
4. Provide support as needed for the ongoing housing projects: rental housing at Lawrence Hill and Paine Hollow Rd., home ownership at Old Kings Highway and Freeman Ave.
5. Support the Maurice's Planning Committee in developing year-round affordable and community housing rental and/or ownership homes and seasonal housing.
6. Support the creation of ADUs
7. Pursue creating affordable and attainable housing under the new cottage colony and small lots bylaws and the "Vail" Plan.
8. Pursue adoption of Multi-Family bylaws to create more affordable, year-round homes.
9. Pursue special legislation to allow designated funds to be used for housing for households earning up to 200% of the Area Median Income (AMI).
10. Support and advocate for the new state Affordable Homes Act.
11. Continue to rally public support, understanding and involvement in housing initiatives.

Historic Preservation Needs

1. Historic Places
 - a) Documenting Wellfleet's historic properties on building inventory forms (Form B's)
 - b) Posting signs identifying points of historical interest
 - c) Conducting a survey of Wellfleet's school houses

- d) Identifying buildings relocated from Billingsgate Island and Bound Brook Island
 - e) Locating and mapping Wellfleet's historic brooks and springs
2. New England Industries (Wellfleet and the Region)
- a) Creating an on-line historical maps room
 - b) Producing a monograph on saunas and ice houses in Wellfleet (Fire and Ice)
 - c) Documenting shipbuilding in Wellfleet
 - d) Producing a monograph on cranberry bogs
3. Cultural History
- a) Updating the 2005 Guide to Wellfleet's monuments, memorials, and burial grounds
 - b) Documenting Wellfleet's Native American cultural history
 - c) Documenting the history of Wellfleet's immigrant populations, including Finns and Jamaicans
 - d) Digitizing oral histories of fishermen, oystermen, and other Wellfleet people
 - e) Digitizing the Town of Wellfleet Photograph Collection
 - f) Working conjointly with the Wampanoag Advisory Council of Cape Cod National Seashore to update a memorial recognizing a 16th century Wampanoag woman on Great Island
 - g) Creating a survey of local slang and place names
 - h) Placing a plaque to identify the Women's Christian Temperance Union Water Fountain at Town Hall
 - i) Identifying and mapping local paths, cart ways and historic vistas

Outdoor Recreation Needs

1. Replace the covering for the bandstand at the end of the pier.
2. Replace the dance floor at the Baker's Field Pavilion.
3. Purchase additional temporary shade coverings for the Baker's Field Facility: Tennis/pickleball courts and field and picnic areas.
4. Construct a Bocce/ Boule Court
5. Continue current programs while exploring new ways to serve the recreational needs of the town's citizens of various ages given current growth and changing demographics
 - Contribute to community efforts to construct a dog park
 - Contribute to regional effort to extend bike trail from Wellfleet-P-Town.
6. Coordinate with town members, existing groups, departments and institutions in the active pursuit of recreational goals and needs.
 - Preserve and enhance Town owned ponds and ocean/bay beach facilities with water fountains, showers and/or foot showers.
 - Preserve and enhance historic walking trails and fire roads in and around town ponds, ocean/bay beaches & woodlands

TOWN OF WELLFLEET

PUBLIC HEARING

In accordance with MGL Chapter 130 Sections 52, 57, 58, 60, and 68 and all applicable Town Shellfish Regulations, notice is hereby given that the Wellfleet Selectboard will hold a hybrid public hearing on February 6, 2024, at 6:00 p.m. to consider the following:

- 1) Application received on 1/18/2024 from Robert McClellan (Wellfleet, MA) and Margaret McClellan (Wellfleet, MA) for the transfer of shellfish grant license #s 85-B and 85B-A1 consisting of approximately two acres total on Indian Neck from Robert McClellan and Margaret McClellan to Robert McClellan, Margaret McClellan and Adrien Kmiec (Wellfleet, MA).
- 2) Application received on 1/23/2024 from William Young, Jr. (Wellfleet, MA) for the transfer of shellfish grant license #01-04-B consisting of three acres in the deep-water area of Indian Neck from William Young, Jr. to Andrew Young (Wellfleet, MA).
- 3) Application received on 1/11/2024 from Paul Lalumiere (Wellfleet, MA), James Clark (Wellfleet, MA) and Brett Morse (Wellfleet, MA) for the renewal of shellfish grant license #741 consisting of approximately 4.8 acres inside the Indian Neck Breakwater in the Inner Harbor area for nine years, eight months, and ten days beginning August 20, 2024, and expiring April 30, 2033.
- 4) Application received on 1/11/2024 from Robert LaPointe (Wellfleet, MA) and Lorraine LaPointe (Wellfleet, MA) for the renewal of shellfish grant license #s 2006-01 and 2006-01 Ext. consisting of approximately two acres and 1.41 acres respectively on Indian Neck for four years and 24 days beginning April 6, 2024, and expiring April 30, 2028.
- 5) Application received on 1/16/2024 from Justin Lynch (Wellfleet, MA) and Eben Kenny (Wellfleet, MA) for the renewal of shellfish grant license # 01-05-B consisting of approximately three acres in the deep-water area of Indian Neck for nine years, ten months, and 18 days beginning June 12, 2024, and expiring April 30, 2033.
- 6) Application received on 1/18/2024 from Zachary Rennert (Wellfleet, MA) and Blake Olson (Wellfleet, MA) for the renewal of shellfish grant license #s 95-23 and 95-24 consisting of approximately two acres total on Egg Island for nine years, six months, and 29 days beginning October 1, 2024, and expiring April 30, 2033.
- 7) Application received on 1/22/2024 from Keith Rose (Wellfleet, MA) and Lisa Dexter (Wellfleet, MA) for the renewal of shellfish grant license #s 95-25 and 95-26 consisting of approximately two acres total on Egg Island for nine years and one month beginning March 30, 2024, and expiring April 30, 2033.

Recommendation of the Shellfish Constable will be available in the February 6, 2024, Selectboard's packet.

In person: 715 Old King's Highway (Adult Community Center)

Join Zoom Meeting

<https://us02web.zoom.us/j/85689604806?pwd=blpVFFBZzViQ0xNWkZKMm9iMVdrdz09>

Meeting ID: 856 8960 4806 ~ Passcode: 611877 ~ Phone: 1 929 205 6099

WELLFLEET SELECTBOARD



Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

MEMORANDUM

DATE: September 19, 2022

TO: Town of Wellfleet Selectboard Members

RE: Administrative change for grant license expiration dates moving forward

Dear Selectboard members:

As the Wellfleet Shellfish Department staff reviewed the list of 11 grants up for renewal in 2022, we realized that each group of grants had a different expiration date, which would have meant at least nine different public hearings. This seemed daunting for us and disrespectful regarding the Selectboard's time.

We spoke with other towns about when they renewed their grant licenses, and the Eastham Shellfish Constable explained how she, too, had encountered this problem and decided to change the expiration dates all to be the same date each year. We thought this was a good idea.

We looked for a time when it would be feasible for grant holders to do the paperwork (better in the winter/early spring), when the department would have time (early spring) and when it would best be accommodated by the Selectboard's schedule (once Annual Town Meeting preparation has ended) and came up with April 30.

I then reached out to the grant holders up for renewal this year and explained the change to them. All agreed that it made perfect sense and said that it was fine with them to make this change, even if it meant that their license terms would be slightly less than the 10 years requested.

Michael Parlante preferred an even shorter term so that the licenses up for renewal this year would expire with his other grant licenses. We have no problem with this, and when those all come up for renewal next, we can have them expire together on April 30.

I believe that it is in all our best interest to work efficiently and make the best use of everyone's time with this change. I am happy to answer any questions you may have at your meeting on September 27, 2022.

Thank you,

A handwritten signature in cursive script that reads "Nancy Civetta".

Nancy Civetta
Shellfish Constable

wellfleet-ma.gov/shellfish-department

Phone (508) 349-0325



Fax (508) 349-0305



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 6, 2024

VII

PUBLIC HEARINGS

~ A ~

REQUESTED BY:	Nancy Civetta ~ Shellfish Constable
DESIRED ACTION:	To approve the transfer of shellfish, grant license #s 85-B and 85B-A1
PROPOSED MOTION: SUMMARY:	I move to approve shellfish grant license #s 85-B and 85B-A1 consisting of approximately two acres total on Indian Neck from Robert McClellan and Margaret McClellan to Robert McClellan, Margaret McClellan and Adrien Kmiec (Wellfleet, MA).
Project	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea ____ Nay ____ Abstain ____



Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

Date: January 31, 2024
To: Selectboard Chair Carboni, Vice Chair Wolf and members Curley, DeVasto and Sayre
From: Nancy Civetta, Shellfish Constable
RE: Recommendation shellfish grant transfer at Selectboard Public Hearing 2-6-2024

Dear Selectboard members,

On January 18, 2024, I received an application from Robert McClellan (Wellfleet, MA) and Margaret McClellan (Wellfleet, MA) for the transfer of shellfish grant license #s 85-B and 85B-A1 consisting of approximately two acres on Indian Neck from Robert McClellan and Margaret McClellan to Robert McClellan, Margaret McClellan and Adrien Kmiec. I recommend that shellfish grant license #s 85-B and 85B-A1 be transferred as above.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Nancy Civetta".

Nancy Civetta
Shellfish Constable

Phone (508) 349-0325

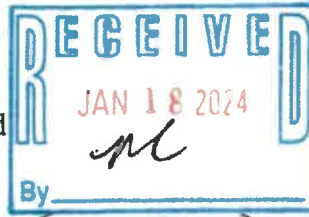


Fax (508) 349-0305

\$ 175

APPLICATION FOR TRANSFER OF SHELLFISH GRANT LICENSE

To: Town of Wellfleet Selectboard
300 Main Street
Wellfleet, MA 02667



Date: 1/18/24

\$175 AD PREPAID (circled)

I/We hereby request transfer of Shellfish Grant License # 85-B + 85B-A1

From Robert McClellan, Margaret McClellan

To Adrien Kmiec, Robert McClellan, Margaret McClellan

Said grant license is located at Indian Neck, in Wellfleet, MA

and consisting of a total of two acres, as shown on a plan prepared

by Albert H. Nickerson and dated 10/1/1985

and Thomas Murzyn " " ~ 11/14/1985 respectively.

Robert P. McClellan Margaret McClellan Adrien Kmiec

Signature

Signature

Signature

Robert McClellan

Margaret McClellan

Adrien Kmiec
Adrien Kmiec

Name

Name

Name

59 meadow View
Wellfleet, MA. 02667

59 meadow View

25 old High Toss Bridge Rd

Mailing Address

Mailing Address

Mailing Address

508-246-1525

508-349-9712

508-246-2066

Telephone

Telephone

Telephone

alphensz@comcast.net

cllellanz@comcast.net

AdrienK@comcast.net

Email

Email

Email

ADRIEN KUIEC

TOWN OF WELFLEET SHELLFISH DEPARTMENT
CHECK LIST FOR AQUACULTURE LEASE APPLICANT

- Applicant has paid \$175 advertising fee for public hearing.
- Applicant is a domiciled resident of Wellfleet, as that is defined in Section 1 of our regulations.
- Applicant is 18 years of age or older.
- Approval of this application will not result in the applicant having more than 7 acres leased to them for aquaculture within the Town's waters.
- All other licensees named to the grant have given written approval for the applicant to be included on their lease. If a corporation is the current lease holder, all persons who are members of the corporation must submit their written approval.
- At this time, there are no more than three lease holders named to the lease.

N/A

- If applicant is applying for a lease on private property, permission from the owner has been obtained.

The applicant has held and been documented by the Shellfish Department using a Wellfleet commercial shellfishing permit during a period of at least three (3) of the four (4) calendar years preceding the date of application for this license. Applicant shall submit copies of state-filed catch reports, OR,

The applicant demonstrates experience in shellfish propagation and aquaculture, continuously, over at least three (3) years preceding the date of application, documented by the Shellfish Department.

N/A This shall be supported by a letter from a license holder who employed the applicant describing the type of work performed and any other information which might be relevant.

ALREADY A GRANT HOLDER

The applicant shall present a detailed five-year business plan for how s/he intends to use the grant, including shellfish species, amounts and sizes, and gear to be used, access routes and any other information relevant to proposed operations.

N/A

For any proposed new grants or extensions, approximate coordinates and a map should be reviewed by the Shellfish Constable, including a site visit, and provided in the documentation for the Selectboard.

The applicant has received and agreed in writing to comply with the current version of the Town's Shellfish Policy and Regulations.

The applicant acknowledges that s/he will also be held responsible to and will familiarize him/herself with [MGL Ch. 130](#) and [CMR 322](#), as well as the most recent [SEMAC Best](#)

[Management Practices](#), [DMF's vibrio control plan](#), [National Shellfish Sanitation Program's Guide](#) and [DPH's Regulations for Fish and Fishery Products](#), as they apply to the harvest of shellfish governing his/her business operations.

- The applicant does not show a pattern of violations of Wellfleet's Shellfishing Policy and Regulations within the last three (3) years.

FROM WELLFLEET SHELLFISH POLICY AND REGULATIONS

SECTION 1: DEFINITIONS

Aquaculture License - An authorization, granted by a vote of the Board of Selectmen, to utilize a specific tract of land, under coastal waters (1) to plant and grow shellfish using in-bottom or off-bottom culture; (2) to place shellfish in or under protective devices affixed directly to the tidal flats or land under Wellfleet's coastal waters, such as boxes, pens, trays, bags or nets; (3) to harvest and take legal shellfish; (4) to plant cultch for the purpose of catching shellfish seed; and (5) to grow shellfish by means of racks, rafts or floats ([MGL Chapter 130; Section 57](#)).

Licensed Area (Grant) - a designated bottom area, certified by the Division of Marine Fisheries (DMF) and licensed by a vote of the Board of Selectmen, on which the licensee may plant, grow and harvest shellfish ([MGL Chapter 130; Sections 57 & 68](#)).

Resident - A declared resident of the Town of Wellfleet. Written proof that Wellfleet is the domicile as well as the legal residence of the applicant shall be required to the satisfaction of the Shellfish Constable and Board of Selectmen. Domicile will be established after one year of residency in Wellfleet is demonstrated. Proof of legal residence may include voter registration, automobile registration, driver's license, income tax filings, census data, or passport.

7.8. Issuance of Licenses for Aquaculture

7.8.1. Eligibility Requirements: Licenses shall only be issued to domiciled residents (See Sec.1 Definitions) of the Town, 18 years of age or older, who have the knowledge and experience to fulfill the responsibilities specified in the license, provided that the applicant has held and been documented by the Shellfish Department using a Wellfleet commercial shellfishing permit during a period of at least three (3) of the four (4) calendar years preceding the date of application for a license. Applicant shall submit copies of state-filed catch reports. OR, provided the applicant demonstrates experience in shellfish propagation and aquaculture, continuously, over at least three (3) years preceding the date of application, documented by the Shellfish Department. This shall be supported by a letter from a license holder who employed the applicant describing the type of work performed and any other information which might be relevant. The applicant shall present a detailed five-year business plan for how s/he intends to use the grant, including shellfish species, amounts and sizes, and gear to be used, access routes and any other information relevant to proposed operations. In addition, any applicant shall not show a pattern of violations of Wellfleet's Shellfishing Policy and Regulations within the last three (3) years.

At such time as a licensee ceases to be a domiciled resident of the Town that individual shall be removed from the license. The status of all other licensees will not change. If that licensee is the sole licensee then the license shall be revoked.

To: Wellfleet Selectboard

From:

Date: 1/18/24

I, *Adrien Kmiec*, agree to comply with the Town of Wellfleet's Shellfishing Policy and Regulations and assume full responsibility for understanding and adhering to all federal and state regulations as they apply to shellfish propagation, harvest and sales.

Sincerely, *Adrien Kmiec*



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 6, 2024



PUBLIC HEARINGS

~ B ~

REQUESTED BY:	Nancy Civetta ~ Shellfish Constable
DESIRED ACTION:	To approve the transfer of shellfish, grant license #01-04-B
PROPOSED MOTION:	I move to approve the transfer of shellfish grant license #01-04-B consisting of three acres in the deep-water area of Indian Neck from William Young, Jr. to Andrew Young (Wellfleet, MA).
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

Date: January 31, 2024
To: Selectboard Chair Carboni, Vice Chair Wolf and members Curley, DeVasto and Sayre
From: Nancy Civetta, Shellfish Constable
RE: Recommendation shellfish grant transfer at Selectboard Public Hearing 2-6-2024

Dear Selectboard members,

I received an application dated 1/23/2024 for the transfer of shellfish grant license #01-04-B consisting of three acres in the deep-water area of Indian Neck from William Young, Jr. (Wellfleet, MA) to Andrew Young (Wellfleet, MA).

I reviewed the annual grant reports for #01-04-B and compared them with the grant inspections we conducted to ensure this grant was meeting minimum production requirements. This grant has inconsistently met the Town's minimum productivity requirements over the past six years, and the Shellfish Department agrees that transferring this grant to Andy is a good solution moving forward.

Andrew Young has been working for his father on his grants for the past several years, and in addition, he has been a wild dragger fisherman in Wellfleet Harbor for many years. You will find here attached documentation of his experience and eligibility.

I recommend that shellfish grant license #01-04-B be transferred from William Young, Jr. to Andrew Young. Attached please find the transfer application and other required documentation.

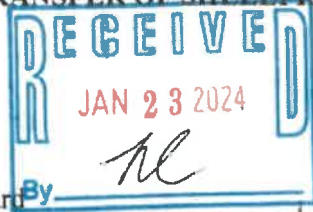
Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Nancy Civetta".

Nancy Civetta
Shellfish Constable



APPLICATION FOR TRANSFER OF SHELLFISH GRANT LICENSE



Date: 1/20/24

To: Town of Wellfleet Selectboard
300 Main Street
Wellfleet, MA 02667

\$175 ad fee paid 1/22/24

I/We hereby request transfer of Shellfish Grant License # 01-04-B

From William B. Young JR.

To Andrew H. Young

Said grant license is located at deepwater Indian Neck, in Wellfleet, MA

and consisting of three acres, as shown on a plan prepared

by Slade Assoc. and dated 9/20/200

Andrew Young William Young

Signature Signature Signature
Andrew Young William Young JR
Name Name Name

60 old mill way, Wellfleet, MA 02667
Mailing Address Mailing Address Mailing Address

508-237-4345 508-237-2008
Telephone Telephone Telephone

Andrew.h.young@yahoo.com
Email Email Email
Chopper Young66@gmail.com

ANDY YOUNG

TOWN OF WELLFLEET SHELLFISH DEPARTMENT
CHECK LIST FOR AQUACULTURE LEASE APPLICANT

- Applicant has paid \$175 advertising fee for public hearing.
- Applicant is a domiciled resident of Wellfleet, as that is defined in Section 1 of our regulations.
- Applicant is 18 years of age or older.
- Approval of this application will not result in the applicant having more than 7 acres leased to them for aquaculture within the Town's waters.
- All other licensees named to the grant have given written approval for the applicant to be included on their lease. If a corporation is the current lease holder, all persons who are members of the corporation must submit their written approval.
- At this time, there are no more than three lease holders named to the lease.

N/A If applicant is applying for a lease on private property, permission from the owner has been obtained.

The applicant has held and been documented by the Shellfish Department using a Wellfleet commercial shellfishing permit during a period of at least three (3) of the four (4) calendar years preceding the date of application for this license. Applicant shall submit copies of state-filed catch reports, OR,

The applicant demonstrates experience in shellfish propagation and aquaculture, continuously, over at least three (3) years preceding the date of application, documented by the Shellfish Department.

This shall be supported by a letter from a license holder who employed the applicant describing the type of work performed and any other information which might be relevant.

The applicant shall present a detailed five-year business plan for how s/he intends to use the grant, including shellfish species, amounts and sizes, and gear to be used, access routes and any other information relevant to proposed operations.

N/A For any proposed new grants or extensions, approximate coordinates and a map should be reviewed by the Shellfish Constable, including a site visit, and provided in the documentation for the Selectboard.

The applicant has received and agreed in writing to comply with the current version of the Town's Shellfish Policy and Regulations.

The applicant acknowledges that s/he will also be held responsible to and will familiarize him/herself with [MGL Ch. 130](#) and [CMR 322](#), as well as the most recent [SEMACE Best](#)

Management Practices, DMF's vibrio control plan, National Shellfish Sanitation Program's Guide and DPH's Regulations for Fish and Fishery Products, as they apply to the harvest of shellfish governing his/her business operations.

- The applicant does not show a pattern of violations of Wellfleet's Shellfishing Policy and Regulations within the last three (3) years.

FROM WELLFLEET SHELLFISH POLICY AND REGULATIONS

SECTION 1: DEFINITIONS

Aquaculture License - An authorization, granted by a vote of the Board of Selectmen, to utilize a specific tract of land, under coastal waters (1) to plant and grow shellfish using in-bottom or off-bottom culture; (2) to place shellfish in or under protective devices affixed directly to the tidal flats or land under Wellfleet's coastal waters, such as boxes, pens, trays, bags or nets; (3) to harvest and take legal shellfish; (4) to plant cultch for the purpose of catching shellfish seed; and (5) to grow shellfish by means of racks, rafts or floats (MGL Chapter 130; Section 57).

Licensed Area (Grant) - a designated bottom area, certified by the Division of Marine Fisheries (DMF) and licensed by a vote of the Board of Selectmen, on which the licensee may plant, grow and harvest shellfish (MGL Chapter 130; Sections 57 & 68).

Resident - A declared resident of the Town of Wellfleet. Written proof that Wellfleet is the domicile as well as the legal residence of the applicant shall be required to the satisfaction of the Shellfish Constable and Board of Selectmen. Domicile will be established after one year of residency in Wellfleet is demonstrated. Proof of legal residence may include voter registration, automobile registration, driver's license, income tax filings, census data, or passport.

7.8. Issuance of Licenses for Aquaculture

7.8.1. Eligibility Requirements: Licenses shall only be issued to domiciled residents (See Sec.1 Definitions) of the Town, 18 years of age or older, who have the knowledge and experience to fulfill the responsibilities specified in the license, provided that the applicant has held and been documented by the Shellfish Department using a Wellfleet commercial shellfishing permit during a period of at least three (3) of the four (4) calendar years preceding the date of application for a license. Applicant shall submit copies of state-filed catch reports. OR, provided the applicant demonstrates experience in shellfish propagation and aquaculture, continuously, over at least three (3) years preceding the date of application, documented by the Shellfish Department. This shall be supported by a letter from a license holder who employed the applicant describing the type of work performed and any other information which might be relevant. The applicant shall present a detailed five-year business plan for how s/he intends to use the grant, including shellfish species, amounts and sizes, and gear to be used, access routes and any other information relevant to proposed operations. In addition, any applicant shall not show a pattern of violations of Wellfleet's Shellfishing Policy and Regulations within the last three (3) years.

At such time as a licensee ceases to be a domiciled resident of the Town that individual shall be removed from the license. The status of all other licensees will not change. If that licensee is the sole licensee then the license shall be revoked.

To: Wellfleet Selectboard

From: Andrew Young

Date: 01/20/2024

I, Andrew Young, agree to comply with the Town of Wellfleet's Shellfishing Policy and Regulations and assume full responsibility for understanding and adhering to all federal and state regulations as they apply to shellfish propagation, harvest and sales.

Sincerely,

A handwritten signature in cursive script, appearing to read "Andrew Young".



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 6, 2024

VII

PUBLIC HEARINGS

~ C ~

REQUESTED BY:	Nancy Civetta ~ Shellfish Constable
DESIRED ACTION:	To approve the renewal of shellfish, grant license #741
PROPOSED MOTION: SUMMARY:	I move to the application received on 1/11/2024 from Paul Lalumiere (Wellfleet, MA), James Clark (Wellfleet, MA) and Brett Morse (Wellfleet, MA) for the renewal of shellfish grant license #741 consisting of approximately 4.8 acres inside the Indian Neck Breakwater in the Inner Harbor area for nine years, eight months, and ten days beginning August 20, 2024, and expiring April 30, 2033.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

Date: February 1, 2024
To: Selectboard Chair Carboni, Vice Chair Wolf and members Curley, DeVasto and Sayre
From: Nancy Civetta, Shellfish Constable
RE: Recommendation shellfish grant renewal at Selectboard Public Hearing 2-6-2024

Dear Selectboard members,

I received an application from Paul Lalumiere, Jim Clark and Brett Morse on January 11, 2024, to renew shellfish grant license number 741, consisting of 4.88 acres inside the Indian Neck Breakwater in the Inner Harbor, for a period of ten years.

I reviewed their annual grant reports and compared them with the grant inspections we conducted to ensure these grants were meeting minimum production requirements. They are.

I reviewed their state propagation and commercial shellfishing permits to make sure they were in good standing. They are. All three have obtained Town of Wellfleet commercial shellfishing permits required of grant holders.

I recommend that Paul Lalumiere, Jim Clark and Brett Morse's license for shellfish grant #741 be renewed for nine years, eight months, and ten days, beginning August 20, 2024, and expiring April 30, 2033.

Attached please find the renewal application.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Nancy Civetta".

Nancy Civetta
Shellfish Constable

Phone (508) 349-0325



Fax (508) 349-0305

APPLICATION FOR RENEWAL OF SHELLFISH GRANT LICENSE



Date: 1-12-24

TO: Board of Selectmen
300 Main Street
Wellfleet, MA 02667

I/We hereby request renewal of Shellfish Grant License # 741, located at

INNER HARBOR / CCB 13, in Wellfleet, MA and consisting of 4.8 acres,

and with an issue date of 8-20-2019, and an expiration date of 8-20-2024

for a (five) (ten) year period.

I/We agree to pay to the Town Clerk, within thirty days after approval, the annual fee and \$1.00 for recording and \$ 4.00 for costs incurred by the Town of Wellfleet in granting said renewal.

Signature <u>Paul L. Laminee</u>	Signature <u>Brett Illaire</u>	Signature <u>Jim Clark</u>
Name	Name	Name

<u>PO BOX 569</u>	<u>PO box 585 wellfleet</u>	<u>PO Box 131</u>
Mailing Address	Mailing Address	Mailing Address

WELLFLEET 02667

<u>508 246 4472</u>	<u>508 349 7327</u>	<u>508-688-9968</u>
Telephone	Telephone	Telephone

<u>DJLAW@Gmail.com</u>	<u>MOSBNET1022@G-mail.com</u>	<u>NONE</u>
Email	Email	Email



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 6, 2024

VII

PUBLIC HEARINGS

~ D ~

REQUESTED BY:	Nancy Civetta ~ Shellfish Constable
DESIRED ACTION:	To approve the renewal of shellfish, grant license #s 2006-01 and 2006-01 Ext.
PROPOSED MOTION: SUMMARY:	I move to approve the application received on 1/11/2024 from Robert LaPointe (Wellfleet, MA) and Lorraine LaPointe (Wellfleet, MA) for the renewal of shellfish grant license #s 2006-01 and 2006-01 Ext. consisting of approximately two acres and 1.41 acres respectively on Indian Neck for four years and 24 days beginning April 6, 2024, and expiring April 30, 2028.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

Date: February 1, 2024
To: Selectboard Chair Carboni, Vice Chair Wolf and members Curley, DeVasto and Sayre
From: Nancy Civetta, Shellfish Constable
RE: Recommendation shellfish grant renewal at Selectboard Public Hearing 2-6-2024

Dear Selectboard members,

I received applications from Bob and Lorraine LaPointe on January 11, 2024, to renew shellfish grant license #s 2006-01 and 2006-01 Ext, consisting of two and 1.41 acres respectively on Indian Neck for a period to synch up the expiration date of these two grants with the other grants Bob is licensed for on Indian Neck. In this way, all of his grants will expire in the same year.

I reviewed their annual grant reports and compared them with the grant inspections we conducted to ensure these grants were meeting minimum production requirements. They are.

I reviewed their state propagation and commercial shellfishing permits to make sure they were in good standing. Bob has all, and while Lorraine does not have a propagation permit, that is not required as long as Bob does. Both have obtained Town of Wellfleet commercial shellfishing permits required of grant holders.

I recommend that Bob and Lorraine LaPointe's licenses for shellfish grant #s 2006-01 and 2006-01 Ext be renewed for four years and 24 days, beginning April 6, 2024, and expiring April 30, 2028.

Attached please find the renewal application.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Nancy Civetta".

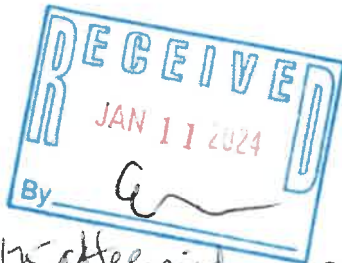
Nancy Civetta
Shellfish Constable

Phone (508) 349-0325



Fax (508) 349-0305

APPLICATION FOR RENEWAL OF SHELLFISH GRANT LICENSE



Date: 1-11-2024

TO: Board of Selectmen
300 Main Street
Wellfleet, MA 02667

\$175 ad fee paid 1-12-24

I/We hereby request renewal of Shellfish Grant License # 2006 - 01, located at

INDIAN PECK BEACH CCSU, in Wellfleet, MA and consisting of 2 acres,

and with an issue date of 4/6/2014, and an expiration date of 4-6-2024

for a (five) (ten) year period.

I/We agree to pay to the Town Clerk, within thirty days after approval, the annual fee and \$1.00 for recording and \$ 4.00 for costs incurred by the Town of Wellfleet in granting said renewal.

Signature [Signature]

Signature [Signature] Signature

ROBERT LAPOINTE LORRAINE LAPOINTE

Name Name Name

30 THOMAS COLES LN. WELLFLEET MA. 02667

Mailing Address Mailing Address Mailing Address

774-722-4582

Telephone

774-722-4581

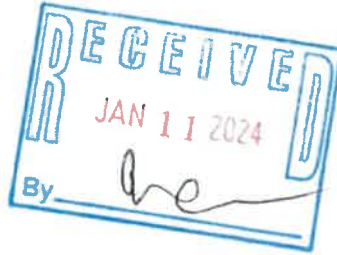
Telephone

Telephone

CAPESEX@COMCAST.NET LORRIELAPOINTE@GMAIL.COM

Email Email Email

APPLICATION FOR RENEWAL OF SHELLFISH GRANT LICENSE



Date: 1-11-2024

TO: Board of Selectmen
300 Main Street
Wellfleet, MA 02667

I/We hereby request renewal of Shellfish Grant License # 2006-01 EX., located at

INDIAN BEACH BEACH CCB II, in Wellfleet, MA and consisting of 1.41 acres,

and with an issue date of 4/6/2014, and an expiration date of 4-6-2024

for a (five) (ten) year period.

I/We agree to pay to the Town Clerk, within thirty days after approval, the annual fee and \$1.00 for recording and \$ 4.00 for costs incurred by the Town of Wellfleet in granting said renewal.

Signature

Signature

Signature

Name ROBERT LAPORTE

Name LORRAINE LAPORTE

30 THOMAS COLES LAKE WELFLEET MA. 02667

Mailing Address

Mailing Address

Mailing Address

774-722-4582

Telephone

Telephone

Telephone

CAPE SKY@COMCAST.NET

Email

Email

Email



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 6, 2024



PUBLIC HEARINGS

~ E ~

REQUESTED BY:	Nancy Civetta ~ Shellfish Constable
DESIRED ACTION:	To approve the renewal of shellfish, grant license # 01-05-B
PROPOSED MOTION:	I move to approve the application received on 1/16/2024 from Justin Lynch (Wellfleet, MA) and Eben Kenny (Wellfleet, MA) for the renewal of shellfish grant license # 01-05-B consisting of approximately three acres in the deep-water area of Indian Neck for nine years, ten months, and 18 days beginning June 12, 2024, and expiring April 30, 2033.
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

Date: February 1, 2024
To: Selectboard Chair Carboni, Vice Chair Wolf and members Curley, DeVasto and Sayre
From: Nancy Civetta, Shellfish Constable
RE: Recommendation shellfish grant renewal at Selectboard Public Hearing 2-6-2024

Dear Selectboard members,

I received an application from Justin Lynch and Eben Kenny on January 16, 2024, to renew shellfish grant license #01-05-B, consisting of three acres in the deep-water area of Indian Neck.

I reviewed their annual grant reports and compared them with the grant inspections we conducted to ensure these grants were meeting minimum production requirements. They are.

I reviewed their state propagation and commercial shellfishing permits to make sure they were in good standing. They are. Both have obtained Town of Wellfleet commercial shellfishing permits required of grant holders.

I recommend that Justin Lynch and Eben Kenny's license for shellfish grant # 01-05-B be renewed for nine years, ten months and 18 days, beginning June 12, 2024, and expiring April 30, 2033.

Attached please find the renewal application.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Nancy Civetta".

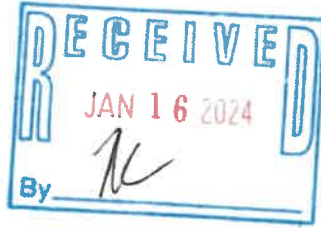
Nancy Civetta
Shellfish Constable

Phone (508) 349-0325



Fax (508) 349-0305

APPLICATION FOR RENEWAL OF SHELLFISH GRANT LICENSE



Date: 1-16-24

TO: Board of Selectmen
300 Main Street
Wellfleet, MA 02667

I/We hereby request renewal of Shellfish Grant License # 01-05-B, located at

INDIAN NECK, in Wellfleet, MA and consisting of 3 acres,

and with an issue date of 6-12-2019, and an expiration date of 6-12-24

for a (five) (ten) year period.

I/We agree to pay to the Town Clerk, within thirty days after approval, the annual fee and \$1.00 for recording and \$ 4.00 for costs incurred by the Town of Wellfleet in granting said renewal.

Signature Justin Lynch Signature [Signature] Signature

Name JUSTIN LYNCH Name Eben Kemy Name

Mailing Address Mailing Address Mailing Address

Po Box 1103 S. Wellfleet MA 02663 1094 US-6 Wellfleet MA 02667

Telephone 774-722-3766 Telephone Telephone

Email lynchmob@yahoo.com Email ebenkemy180@gmail.com Email



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 6, 2024

VII

PUBLIC HEARINGS

~ F ~

REQUESTED BY:	Nancy Civetta ~ Shellfish Constable
DESIRED ACTION:	To approve the renewal of shellfish, grant license #s 95-23 and 95-24
PROPOSED MOTION:	I move to approve renewal of shellfish grant license #s 95-23 and 95-24 consisting of approximately two acres total on Egg Island for nine years, six months, and 29 days beginning October 1, 2024, and expiring April 30, 2033.
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

Date: February 1, 2024
To: Selectboard Chair Carboni, Vice Chair Wolf and members Curley, DeVasto and Sayre
From: Nancy Civetta, Shellfish Constable
RE: Recommendation shellfish grant renewal at Selectboard Public Hearing 2-6-2024

Dear Selectboard members,

I received an application from Zach Rennert and Blake Olson on January 18, 2024, to renew shellfish grant license #s 95-23 and 95-24, consisting of approximately two acres total on Egg Island for a ten-year period.

I reviewed their annual grant reports and compared them with the grant inspections we conducted to ensure these grants were meeting minimum production requirements. They are.

I reviewed their state propagation and commercial shellfishing permits to make sure they were in good standing. They both are, although Blake is waiting for the Town to finish his recent transfer document so he can obtain his 2024 propagation permit. We have been in touch with the state Aquaculture Specialist about this. Both have obtained Town of Wellfleet commercial shellfishing permits required of grant holders.

I recommend that Zach Rennert and Blake Olson's licenses for shellfish grant #s 95-23 and 95-24 be renewed for nine years, six months and 29 days, beginning October 1, 2024, and expiring April 30, 2033.

Attached please find the renewal application.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Nancy Civetta".

Nancy Civetta
Shellfish Constable



APPLICATION FOR RENEWAL OF SHELLFISH GRANT LICENSE

Date: 01/13/24

TO: Board of Selectmen
300 Main Street
Wellfleet, MA 02667

I/We hereby request renewal of Shellfish Grant License # 9503, 9524, located at

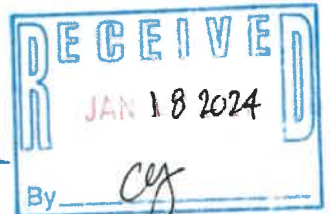
egg island, in Wellfleet, MA and consisting of 2 acres,

and with an issue date of 10/1/2014, and an expiration date of 10/1/2024

for a (five) (ten) year period.

I/We agree to pay to the Town Clerk, within thirty days after approval, the annual fee and \$1.00 for recording

and \$ 4.00 for costs incurred by the Town of Wellfleet in granting said renewal.



[Signature]
Signature
Blake Olson

zach Rennert
Signature
[Signature]

Name Name Name
115 Browns Neck Rd Wellfleet

Mailing Address Mailing Address Mailing Address
P.O. Box 1150

Telephone Telephone Telephone
774 801 8217 508 364 0635

Email Email Email
Blakeolson189@gmail.com

paid \$87.50
ad fee
1/17/2024
(MC)
rennert zach@gmail.com

87.50
ad fee



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 6, 2024

VII

PUBLIC HEARINGS

~ G ~

REQUESTED BY:	Nancy Civetta ~ Shellfish Constable
DESIRED ACTION:	To approve the renewal of shellfish, grant license #s 95-25 and 95-26
PROPOSED MOTION:	I move to approve the application received on 1/22/2024 from Keith Rose (Wellfleet, MA) and Lisa Dexter (Wellfleet, MA) for the renewal of shellfish grant license #s 95-25 and 95-26 consisting of approximately two acres total on Egg Island for nine years and one month beginning March 30, 2024, and expiring April 30, 2033.
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

Date: February 1, 2024
To: Selectboard Chair Carboni, Vice Chair Wolf and members Curley, DeVasto and Sayre
From: Nancy Civetta, Shellfish Constable
RE: Recommendation shellfish grant renewal at Selectboard Public Hearing 2-6-2024

Dear Selectboard members,

I received an application from Keith Rose and Lisa Dexter on January 22, 2024, to renew shellfish grant license #s 95-25 and 95-26, consisting of approximately two acres total on Egg Island for a ten-year period.

I reviewed their annual grant reports and compared them with the grant inspections we conducted to ensure these grants were meeting minimum production requirements. These grants have struggled to meet minimum productivity since before I started as Shellfish Constable. However, they did come before the Selectboard at a public hearing on May 24, 2022, to discuss their minimum productivity issues, and since then, they have been meeting the minimum productivity requirements. We are in very good communication, and I see them as committed to this moving forward.

I reviewed their state propagation and commercial shellfishing permits to make sure they were in good standing. They are. Both have obtained Town of Wellfleet commercial shellfishing permits required of grant holders.

I recommend that Keith Rose and Lisa Dexter's licenses for shellfish grant #s 95-25 and 95-26 be renewed for nine years and one month, beginning March 30, 2024, and expiring April 30, 2033.

Attached please find the renewal application.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Nancy Civetta".

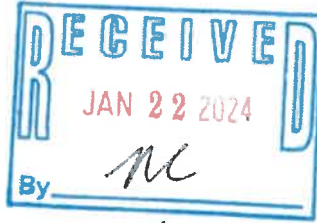
Nancy Civetta
Shellfish Constable

Phone (508) 349-0325



Fax (508) 349-0305

APPLICATION FOR RENEWAL OF SHELLFISH GRANT LICENSE



Date: 1/22/24

TO: Board of Selectmen
300 Main Street
Wellfleet, MA 02667

\$175 ad fee received

I/We hereby request renewal of Shellfish Grant License # 95-25/26, located at

EGG ISLAND, in Wellfleet MA and consisting of ~2 acres,

and dated 3/30/2024, for a (five) 5 (ten) year period.

I/We agree to pay to the Town Clerk, within thirty days after approval, the annual fee and \$1.00 for recording and \$ 4.00 for costs incurred by the Town of Wellfleet in granting said renewal.

[Signature]
SIGNATURE

[Signature]
Signature

Keith Rose
NAME

LISA DEXTER
Name

Box 461
MAILING ADDRESS

P.O. Box 1406
Mailing Address

Wellfleet Ma.

PROVINCETOWN MA 02657

508 410 6544
TELEPHONE #

857-289-3344
Telephone Number



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 6, 2024

VIII

LICENSE RENEWALS

~ A ~

REQUESTED BY:	Executive Assistant
DESIRED ACTION:	To approve the 2024 Common Victualler license renewals
PROPOSED MOTION: Summary:	I move to renew the Common Victualler for the following businesses: <ul style="list-style-type: none">• Bob's Sub & Cone• Box Lunch• Ceraldi• Endless Coast• Even Tide Motel• Maurice's Campground• Moby Dick's Restaurant• PB Boulangerie Bistro• The Wicked Oyster• Wellfleet Motel & Lodge• Wellfleet Miniature Golf• Wellfleet Cinemas• Wellfleet Drive-in & Flea Market• The Copper Swan• Van Rensselaer's
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 6, 2024

VIII

LICENSE RENEWALS

~ B ~

REQUESTED BY:	Executive Assistant
DESIRED ACTION:	To approve the 2024 weekday entertainment license renewals
PROPOSED MOTION: Summary:	I move to renew to weekday licenses for the following businesses: <ul style="list-style-type: none">• The Wicked Oyster• Wellfleet Miniature Golf• Wellfleet Cinemas• Wellfleet Drive-in & Flea Market• The Copper Swan• Van Rensselaer's
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 6, 2024

IX

BUSINESS

~ A ~

REQUESTED BY:	Carole Ridley ~ Herring River Restoration Project
DESIRED ACTION:	To approve and authorize the town administrator to execute the #2 amended grant contract.
PROPOSED MOTION:	I move to approve the proposed changes and authorize the town administrator to execute the amended grant consisting of the Commonwealth of Massachusetts Standard contract Form, and Attachment A: Scope of services, Amendment #2 February 2024, Town of Wellfleet, Authorized signatory listing from, as proposed by the Massachusetts department of Fish and Game, Division of Ecological Restoration, for grant to the town of up to \$22,619,094.61 for implementation of the Herring Rivers Restoration Project.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

Memorandum

To: Wellfleet Selectboard

From: Carole Ridley, Project Coordinator

Date: February 1, 2024

Re: Amendment #2 to MA Division of Ecological Restoration (MA DER) Grant to Fund Herring River Restoration Project, Phase 1

On November 3, 2022, a grant agreement was executed by the Town and MA DER for \$22,670,000 for Phase 1 of the Herring River Restoration Project. This grant award was funded through \$20,000,000 in ARPA funds and \$2,670,000 in FY23 capital plan funds.

The November 3, 2022 grant agreement (attached) includes a standard contract with the Commonwealth, a written scope of services and summary Table 1 describing the project elements and activities that are eligible uses of grant funds, by fiscal year. Fiscal year capital funds need to be spent by June 30 of the fiscal year. ARPA funds must be spent by June 30, 2026.

In February 2023, the first amendment to the grant agreement was executed. Upon the Town's request, this to amend Table 1, Scope of Services Budget, to increase Task 1B (utilities) by \$161,000 to \$261,000, and to decrease in Task 1A (construction) by \$161,000, for a new Task 1A total of \$2,339,000.

MA DER has provided a second amendment (attached) to the grant agreement to reflect the following changes:

- Allocates \$4,400,000 in FY24 Capital Plan funds (2300-7022) to the FY24 Task 1 Chequessett Neck Bridge - 1A General Construction line and reduces FY24 ARPA funds (1599-2031) on the same Task line by a commensurate amount. At the time the agreement was executed, the Town was aware that each fiscal year over the term of the agreement, the Commonwealth would replace some ARPA funds with a like amount of fiscal year capital plan funds as the funds were authorized.
- Reallocates unspent \$400,000 in Task 1 Chequessett Neck Road Bridge - 1A General Construction line FY23 ARPA funds (1599-2031) to the same Task and source in FY24. Even though APPA funds don't expire until June 30, 2026, an amendment is needed to move APPA funds from one fiscal year to another.
- Reallocates \$5,950,000 in FY24 ARPA funds (1599-2031) Task 2 Low Road Elevations / Culverts – 2A General Construction to the same line in FY25. This reflects a change in the project schedule.
- Reduces the overall award from \$22,670,000 to \$22,619,094.61, to reflect \$50,905.39 in unused FY23 capital plan funds (2300-7022) for Task 1 Chequessett Neck Bridge that were not spent by June 30, 2023, and therefore cannot be carried forward.

Suggested motion:

I move that the Selectboard accept and authorize the Town Administrator to execute the

amended grant contract consisting of the *Commonwealth of Massachusetts Standard Contract Form and Attachment A: Scope of Services, Amendment #2 February 2024, Town of Wellfleet, MA, Herring River Estuary Restoration Project, Wellfleet and Truro, MA*, and the *Contractor Authorized Signatory Listing Form*, as proposed by Massachusetts Department of Fish and Game, Division of Ecological Restoration, for a grant to the Town of up to \$22,619,094.61 for implementation of the Herring River Restoration Project.

Attachments:

Grant Contract and Scope Amendment 2: February 2024

Grant Contract and Scope: November 2022

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.mass.gov/lists/osd-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Town of Wellfleet (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Div. of Ecological Restoration MMARS Department Code: FWE	
Legal Address: (W-9, W-4): 300 Main Street, Wellfleet, MA 02667		Business Mailing Address: 100 Cambridge St, 6th floor, Boston, MA 02114	
Contract Manager: Richard Waldo	Phone: (508) 349-0300	Billing Address (if different):	
E-Mail: richard.waldo@wellfleet-ma.gov	Fax:	Contract Manager: Beth Lambert	Phone: 617-626-1547
Contractor Vendor Code: VC6000192030		E-Mail: beth.lambert@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): HERRRIVXTNWELGRTFY23	
		RFR/Procurement or Other ID Number: Best Value Grant #77272	
___ NEW CONTRACT		<u>X</u> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only)		Enter Current Contract End Date <i>Prior</i> to Amendment: <u>June 30, 2027</u> .	
___ Statewide Contract (OSD or an OSD-designated Department)		Enter Amendment Amount: \$ (50,905.39). (or "no change")	
___ Collective Purchase (Attach OSD approval, scope, budget)		AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)	
___ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)		<u>X</u> Amendment to Date, Scope or Budget (Attach updated scope and budget)	
___ Emergency Contract (Attach justification for emergency, scope, budget)		___ Interim Contract (Attach justification for Interim Contract and updated scope/budget)	
___ Contract Employee (Attach Employment Status Form, scope, budget)		___ Contract Employee (Attach any updates to scope or budget)	
___ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		___ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <u>X</u> Commonwealth Terms and Conditions ___ Commonwealth Terms and Conditions For Human and Social Services ___ Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . ___ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <u>X</u> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$ 22,619,094.61 .			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (M.G.L. c. 29 § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Please see details of this amendment in Attachment A: Scope of Services.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <u>X</u> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. ___ 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. ___ 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2027</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature)	
Print Name: _____		Print Name: <u>Beth Lambert</u>	
Print Title: _____		Print Title: <u>Director</u>	

Scope of Services

**The Town of Wellfleet, Massachusetts
Herring River Estuary Restoration Project
Wellfleet and Truro, Massachusetts
November 3, 2022
Amendment 1: February 2023
Amendment 2: February 2024**

Amendment 1: This amendment reallocates FY23 Capital Plan funds (2300-7022) within approved (2300-7022) funding categories. The requested change subtracts \$161,000 in funding from Task 1A: Chequessett Neck Road Bridge General Construction and increases Task 1B: Chequessett Neck Road Bridge Utilities handling, by \$161,000. The adjusted Task 1A would be \$2,339,000, and the adjusted Task 1B would be \$261,000. This reallocation of funds will provide for increased utilities costs for temporary relocation during construction.

Amendment 2: This amendment makes the following changes to funding sources, amounts, and Task allocations:

- Allocates \$4,400,000 in FY24 Capital Plan funds (2300-7022) to the FY24 Task 1 Chequessett Neck Road Bridge - 1A General Construction line and reduces FY24 ARPA funds (1599-2031) on the same Task line by a commensurate amount.
- Reallocates unspent \$400,000 in Task 1 Chequessett Neck Road Bridge - 1A General Construction line FY23 ARPA funds (1599-2031) to the same Task and source in FY24.
- Reallocates \$5,950,000 in FY24 ARPA funds (1599-2031) Task 2 Low Road Elevations / Culverts – 2A General Construction to the same line in FY25.
- Reduces the overall grant award by \$50,905.39 (unspent expired funds from FY23 Capital Plan funds (2300-7022)).

I. PROJECT INFORMATION AND APPROACH

Statement of Qualifications

The Town of Wellfleet (Grantee) is a co-proponent of the Herring River Restoration Project (Project) along with the National Park Service – Cape Cod National Seashore. The Town owns most of the land and infrastructure where construction is needed to achieve tidal restoration, including the main tidal control infrastructure at the Chequessett Neck Road bridge. Likewise, most of the public and private property on which flood impact mitigation must occur is also located in the Town of Wellfleet. Town officials are responsible for making Project implementation decisions, together with officials from the Cape Cod National Seashore, through the Herring River Executive Council which is the body established by the Town and Seashore to oversee Project implementation. In accordance with state and federal grant awards it receives, the Town will administer funding to construct and implement this Project.

Project Purpose

The Herring River Restoration Project is the largest tidal estuary restoration ever undertaken in Massachusetts and the North Atlantic coast of the United States. The Project will restore tidal exchange to up to 890 acres of degraded salt marsh and estuarine habitats. It will also improve diadromous fish access to hundreds of acres of spawning ponds and restore a significant area of shellfish habitat. Numerous local, state, federal, Non-Governmental Organization (NGO), and academic partners have collaborated to develop the Project over the past two decades and prepare it for construction.

Tidal restoration will be achieved primarily through the replacement of the Chequessett Neck Road dike with a new bridge and tidal control structures at the mouth of the Herring River. Associated restoration work will include elevation of low roads in the estuary floodplain above design water elevations, installation of culverts and water control structures, vegetation and marsh plain management, and mitigation measures on public and private lands to protect the built environment from flood impacts.

Background

In 2005, the Town of Wellfleet and the National Park Service Cape Cod National Seashore entered into a Memorandum of Understanding to implement the Herring River Restoration Project to re-establish tidal exchange to the Herring River estuary and thereby remediate degraded conditions and restore native wetland habitats. Subsequent Memoranda of Understanding were executed in 2007, 2016, and 2019 to reflect updated project information and governance structure.

The Herring River system is one of the largest tidally restricted estuaries in the Northeast. The estuary encompasses a coastal floodplain exceeding 1,000 acres and more than 6 miles of waterways. Historically, the river supported a vibrant tidal ecosystem and one of the largest nurseries for commercial and recreational fish and shellfish on Cape Cod. In 1909, construction of a 900-foot earthen dike across the mouth of the Herring River blocked tidal flow and caused large-scale environmental degradation. The Town of Wellfleet and the National Park Service plan to restore natural tidal wetland habitats to large portions of the Herring River estuary in and adjacent to the Cape Cod National Seashore by re-establishing tidal exchange to the river and its connected sub-basins.

Due to more than a century of tidal restriction, only about 10 acres out of the original 1,000+ acres of salt marsh remain. The Herring River Restoration Project represents a unique opportunity to restore a significant native tidal marsh system and the many ecological, social, and economic benefits a healthy estuary provides to surrounding communities and the region. Public benefits include, but are not limited to, the following:

- Reconnecting the Herring River estuary to Cape Cod Bay and the Gulf of Maine to recover the estuary's functions as: (1) a nursery for marine organisms, and (2) a source of organic matter for export to near-shore waters.
- Restoring the natural coastal food web to support numerous fish and bird species and other wildlife that depend on healthy coastal marsh habitats and processes for their migration and survival.
- Reopening waterways and restoring habitat to improve migration and spawning for a variety of fish species including River Herring, American Eel, Striped Bass, and Winter Flounder.
- Improving water quality with the goal of delisting the river from the Massachusetts 303(d) List of Impaired Waters.
- Protecting and enhancing 200 acres of harvestable shellfish resources both within the estuary and in receiving waters of Wellfleet Harbor. Re-opening and expanding shellfish beds will

Attachment A: HERRRIVXTNWELGRTFY23

benefit the local economy; in 2018 the shellfish harvest in Wellfleet was valued at \$7.2 million. Shellfish habitat restoration will also help to sustain local shell fishing jobs, which are estimated to number 400-450.

- Enhancing coastal resiliency by restoring natural sediment deposition needed to allow the marsh to gain elevation and mitigate impacts of sea level rise, and by constructing state-of-the-art tidal control infrastructure to protect low-lying roads and other structures.
- Re-establishing the estuarine gradient of native salt, brackish, and freshwater marsh habitats in place of the invasive non-native and upland plants that have colonized most parts of the degraded floodplain.
- Enhancing opportunities for canoeing, kayaking, and wildlife viewing over a diversity of restored wetland and open-water habitats including 6 miles of waterways for recreation and tourism. Tourism accounts for nearly \$11 million annually to the local community and supports jobs.
- Generating approximately \$624 million in local and regional economic benefits over the life of the project based on economic studies of other coastal restoration projects.
- Combating climate change by returning lost carbon storage volume and reducing methane emissions from deteriorated salt marsh. A preliminary estimate indicates that, since the CNR dike was built in 1909, the Herring River has emitted 730,000 metric tons of CO2 equivalents, comparable to emissions from 155,000 US autos operating for one year.
- Re-establishing the natural control of nuisance mosquitoes by restoring tidal range and flushing to reduce freshwater mosquito habitat, and by increasing access for fish that prey on mosquito larvae. Restoration of tides and salty water will replace much of the existing degraded habitat that is conducive to virus-bearing freshwater mosquitoes with healthy salt marshes throughout much of the estuary.

The Final Environmental Impact Statement/Report for the project was published in June 2016 and a Record of Decision was issued in September 2016. The Secretary's Certificate on the Final Environmental Impact Report was issued on July 15, 2016. In June 2020, the Cape Cod Commission approved Phase 1 of the Herring River Restoration Project to restore tidal flow to approximately 570 acres. In state fiscal years 2021-22, project partners finalized permit-level engineering designs for infrastructure elements and completed associated regulatory compliance documents.

Permit applications were submitted to the MA Department of Environmental Protection for Section 401 Water Quality Certification and Chapter 91 licensing, the U.S. Army Corps of Engineers under Section 404 of the Federal Clean Water Act, and the Towns of Wellfleet and Truro Conservation Commissions for Wetlands Protection Act and municipal wetlands bylaws. The S. 401 and S. 404 permits for Phase 1 were issued in FY22, along with draft Ch. 91 approvals. In Spring 2022, the Wellfleet and Truro Conservation Commissions issued Orders of Conditions for Phase 1 under the state Wetlands Protection Act and municipal bylaws.

Final infrastructure design plans have been completed and bid requests for the first phase of construction will be issued in the summer of 2022. Construction is planned to commence in late 2022 or early 2023. The construction and initial implementation period for Phase 1 of the Project is anticipated to last 5-8 years.

Funding

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This project was selected through a state-wide competitive bid process as a Priority Project in 2004 through RFR ENV 04 CZM 04 by the MA Office of Coastal Zone Management. The Project was adopted into the DER Priority Projects Program after creation of the Division of Ecological Restoration (DER) in 2009 through the merger of the DFG Riverways Program and CZM Wetlands Restoration Program. Due to the original procurement's age and posting on the discontinued Comm-PASS procurement system, the Comptroller's Office advised issuance of a Notice of Intent for this grant on COMMBUYS. As a result, a Notice of Intent to award a Best Value Grant was posted on COMMBUYS 7/7/2022, Bid Solicitation: BD-23-1046-DER-FWE01-77272.

A total of \$22,670,000, amended in FY24 to \$22,619,094.61 for this Grant is provided through the following funding sources:

- In accordance with Section 2 of Chapter 209 of the Acts of 2018, an act promoting climate change adaptation, environmental and natural resource protection, and investment in recreational assets and opportunity, funding is authorized through language contained under item/account number 2300-7022 and the Governor's FY 2023-FY 2027 Capital Investment Plan* as follows: \$2,670,000 in fiscal year 2023 funds expended against DER Capital Plan item EO63-Herring River Estuary Restoration Project.
- In accordance with Section 2 of Chapter 209 of the Acts of 2018, an act promoting climate change adaptation, environmental and natural resource protection, and investment in recreational assets and opportunity, funding is authorized through language contained under item/account number 2300-7022 and the Governor's FY 2024-FY 2028 Capital Investment Plan* as follows: \$4,400,000 in fiscal year 2024 funds expended against DER Capital Plan item EO63-Herring River Estuary Restoration Project.
- *Capital Investment Plan funding from item EO63 is not to exceed the annual budget authorized and approved by Executive Office of Administration and Finance in current or subsequent 5 year Capital Investment Plans.
- In accordance with Section 2A of Chapter 102 of the Acts of 2021 - An Act Relative to Immediate COVID-19 Recovery Needs: \$20,000,000 reduced in FY24 to \$15,600,000 from an environmental infrastructure reserve account 1599-2031.

The Grantee shall be responsible for upholding all applicable local, state, and federal regulations regarding the receipt and disbursement/use of public funds, including but not limited to financial and procurement guidelines.

II. SCOPE OF SERVICES

This Grant shall support execution of the following four tasks necessary to achieve the goals and objectives of the Herring River Restoration Project. These tasks are co-funded by federal agency grant awards under separate grant agreements between federal agency funders and the Town of Wellfleet. All work shall be performed in accordance with the final design plans and technical specifications and any revised approved plans, including any addenda issued as well as in accordance with project permits.

Task 1: Chequessett Neck Road Bridge

Construction of the Chequessett Neck Road Bridge, water control structures and appurtenances.

Task 2: Low Road Elevations / Culverts

Attachment A: HERRRIVXTNWELGRTFY23

Reconstruction of low municipal roads and culverts including removal the High Toss Road causeway, elevation of low-lying road segments, and installation of culverts and water control structures.

Task 3: Residential Properties Flood Mitigation

Implementation of flood mitigation measures at five residential properties, including drinking water wells, flood barriers, travel way modification, vegetation management, and utilities relocation.

Task 4: Commercial Property Flood Mitigation

Implementation of Mill Creek commercial property flood mitigation measures to elevate land surface above the Project design high water level in Mill Creek.

For implementation of each of the Project tasks 1 through 4, the following four sub-tasks (A through D) may be executed, as outlined below, and as shown in Table 1: Scope of Services Budget.

Sub-task A: General Construction

Contractual services with qualified Construction Contractor(s) to construct the Project elements (Tasks 1-4). General Construction Sub-tasks may include, but not be limited to:

- Attend pre-construction meetings and ongoing project progress meetings.
- Perform all necessary pre-construction activities including mobilization, clearing, staging, water control, and establishing site security.
- Establish and maintain all traffic control including signage, flagging, detours, staffing, and coordination with emergency services.
- Provide all necessary construction materials, supplies, and services.
- Construct all bridge, culvert, road, and other project elements including all necessary appurtenances and temporary structures.
- Perform post-construction road, site disturbance and vegetation restoration.
- Develop Substantial Completion and Final Acceptance punch lists.
- Perform post-construction surveys and develop as-built plans.

Sub-task B: Utilities Handling

Contractual services with qualified contractor(s) to handle utilities necessary to implement the Project elements (Tasks 1-3) including the temporary and/or permanent installation or relocation of utilities (water, sewer, electric, lighting, telecommunications, natural gas, and others as identified).

Sub-task C: Engineering Oversight and Design

Contractual services with a Massachusetts licensed Professional Engineer to serve as the Resident Engineer, conduct engineering oversight of construction, perform quality assurance and control for all Construction Contractor submittals, and provide engineering design services necessary to implement the Project elements (Tasks 1-4). Engineering Oversight and Design Sub-tasks may include, but not be limited to:

- Provide on-site observation and inspections of project implementation for conformance with design plans and specifications and contract documents.
- Document construction progress through records and photographs.
- Review and approve materials and methods proposed by the Construction Contractor.

Attachment A: HERRRIVXTNWELGRIFY23

- Review and approve all Construction Contractor submittals, change order requests, and invoices to ensure compliance with contract provisions, completeness of required documentation, and accuracy of information.
- Review and approve as-built drawings.
- Conduct Substantial and Final Completion Inspections.
- Review and approve Substantial Completion and Final Acceptance punch lists submitted by the Construction Contractor.
- Make recommendations of Substantial Completion and Final Acceptance (Statement of Project Completion) to the Owner's Project Representative (OPR).
- Make recommendations to the OPR for contractor payment.
- Provide engineering design services in response to MassDOT requirements and contractor and funding agency generated design changes.

Sub-task D: Project Management

Contractual services with a qualified Owner's Project Representative (OPR) on behalf of the Grantee (Town of Wellfleet) to be responsible for overall construction administration and management for the Project elements (Tasks 1-4). Project Management Sub-tasks may include, but not be limited to:

- Coordinate the development of schedules for each project construction contract, including sequence of construction and other relevant schedules.
- Coordinate and attend pre-construction and construction meeting(s).
- Provide work start notifications and permitting reports to regulatory agencies as required.
- Provide work completion notifications and submittals as required by all project permits.
- Provide on-site observation of project implementation for conformance with permits.
- Review and approve all payment requests and construction completion / acceptance punch lists.
- Review and approve all Construction Contractor submittals for compliance with the Grantee's grant reporting, expense accounting, and invoice coding requirements.
- Make recommendations to the Grantee for acceptance of construction completion / acceptance punch lists and contractor payment.
- Assist Grantee with development of required Project grant reports.

Deliverables:

The Grantee shall submit deliverables as applicable at least quarterly, with the exception of semi-annual progress reports, according to work accomplished per the Tasks outlined in Section II Scope of Services.

- Copies of all scopes of work, subcontracts, and any subawards for work occurring under this grant.
- All draft and final deliverables prepared under subcontracts and any subawards, including agendas, meeting minutes, data sheets, drawings, design plans, project schedules, reports, or agreements.
- Construction site inspection reports, materials inspections reports, and/or shop drawing approvals.
- Site inspection and progress monitoring photographs and other documentation.
- Semi-annual progress reports to formally update DER and the Project team on project progress, milestones achieved, delays encountered, and updates to the project schedule, due January 31

Attachment A: HERRRIVXTNWELGRTFY23

for the preceding July 1-December 31 period and July 31 for the preceding January 1 – June 30 period.

- Invoices with supporting materials from all subcontractors and any subaward recipients engaged using DER grant funds.
- Final As-built Construction Plans and final inspection reports for all project elements funded under Task 1.

All deliverables shall be provided in editable draft and final formats including (but not limited to) raw data files, models, AutoCAD files, Word documents, PDFs, etc., at DER's discretion. Draft and final deliverable format requirements will be determined in consultation with the DER Representative.

The Grantee shall comply with all other reporting requirements as established in Section III. below.

III. REPORTING

Requests for Reimbursement must be submitted at minimum once per quarter and no more frequently than monthly. The following reporting materials shall be submitted along with Requests for Reimbursement as specified in Section V. below:

- a description of progress to date for each task, including for any subcontracts or subawards executed and deliverables submitted as specified in this grant contract;
- an updated budget accounting of funding awarded under this grant showing amounts budgeted, invoiced, reimbursed, and remaining balance for each task, and for the total grant amount;
- an updated Project accounting report from the Grantee's Project Chart of Accounts including, but not limited to, the following information at the major task level: amounts budgeted by task and funding source, amounts requested for reimbursement by funding source, amounts reimbursed by funding source, remaining budget balances by funding source, amounts invoiced by contractors / vendors, amounts paid out, and outstanding invoice totals; and
- copies of any contractor or subaward invoices, receipts, and/or other documentation associated with the current Request for Reimbursement.

IV. DESIGNATED REPRESENTATIVES

Town of Wellfleet
Richard Waldo, Town Administrator
300 Main Street
Wellfleet, MA 02667
(508) 349-0300
richard.waldo@wellfleet-ma.gov

Town of Wellfleet
Jay Norton, Public Works Director
Department of Public Works
Town of Wellfleet
220 West Main Street
Wellfleet, MA 02667
508-349-0315
jay.norton@wellfleet-ma.gov

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DER Project Representative
Georgeann Keer, Wetlands Program Lead
Division of Ecological Restoration
100 Cambridge Street – 6th Floor
Boston, MA 02114
georgeann.keer@mass.gov

DER Finance Representative
Alyssa Sciuto, Assistant Director of Operations
Division of Ecological Restoration
100 Cambridge Street – 6th Floor
Boston, MA 02114
alyssa.sciuto2@mass.gov

Requests for Reimbursement
Division of Ecological Restoration
DERinvoicing@mass.gov

Attachment A: HERRRIVXTNWELGRIFY23

V. BUDGET, PAYMENT, AND CONTRACT MODIFICATION

Project costs are based on the Scope of Services presented herein, and by tasks in Table 1, not-to-exceed a total of \$ \$22,619,094.61. Payment shall be made on a reimbursement basis, subject to the satisfactory submission of all required financial and related documents detailed in the conditions stipulated below.

Table 1: Scope of Services Budget

Attachment A: HERRRIVXTNWELGRIFY23

Scope of Work Budget Table Project: Herring River Restoration Project, Wellfleet Grantee: Town of Wellfleet		Funding Source by Fiscal Year (FY) and Account #						Total
		FY 23		FY 24		FY 25		
		2300-7022	1599-2031	2300-7022	1599-2031	2300-7022	1599-2031	
	CONTRACTUAL							
Task 1	Chequessett Neck Road Bridge							
1A	General Construction	\$2,339,000.00	\$ -	\$4,400,000.00	\$ 1,900,000.00		\$ 2,800,000.00	
1B	Utilities Handling	\$ 260,094.61			\$ 100,000.00			
1C	Engineering Oversight & Design	\$ -			\$ 200,000.00			
1D	Project Management	\$ 20,000.00			\$ 100,000.00			
	Task 1 Subtotal	\$2,619,094.61	\$ -	\$4,400,000.00	\$ 2,300,000.00	\$ -	\$ 2,800,000.00	\$ 12,119,094.61
Task 2	Low Road Elevations / Culverts							
2A	General Construction				\$ -	\$ 7,400,000.00		
2B	Utilities Handling				\$ 60,000.00	\$ 50,000.00		
2C	Engineering Oversight & Design				\$ 150,000.00			
2D	Project Management				\$ 50,000.00			
	Task 2 Subtotal	\$ -	\$ -	\$ -	\$ 260,000.00	\$ -	\$ 7,450,000.00	\$ 7,710,000.00
Task 3	Residential Properties Mitigation							
3A	General Construction				\$ 350,000.00			
3B	Utilities Handling				\$ 50,000.00			
3C	Engineering Oversight & Design				\$ 25,000.00			
3D	Project Management				\$ 25,000.00			
	Task 3 Subtotal	\$ -	\$ -	\$ -	\$ 450,000.00	\$ -	\$ -	\$ 450,000.00
Task 4	Commercial Property Mitigation							
4A	General Construction				\$ 2,300,000.00			
4B	N/A							
4C	Engineering Oversight & Design				\$ 30,000.00			
4D	Project Management				\$ 10,000.00			
	Task 4 Subtotal	\$ -	\$ -	\$ -	\$ 2,340,000.00	\$ -	\$ -	\$ 2,340,000.00
	Total	\$2,619,094.61	\$ -	\$4,400,000.00	\$ 5,350,000.00	\$ -	\$ 10,250,000.00	\$ 22,619,094.61

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The Grantee shall submit Requests for Reimbursement to DER using DER's Reimbursement Form to DERinvoicing@mass.gov. Requests must be submitted electronically. Requests for Reimbursement should be submitted at minimum once per quarter and no more frequently than monthly. The date that a complete Request for Reimbursement and associated deliverables are received electronically by DER is considered the submission date. DER defines a complete Request for Reimbursement as one that includes all required documentation of expenses, including receipts, invoices, and photographic or other backup for charges shown. Mileage charges associated with travel costs will not exceed the IRS mileage reimbursement rate in effect at the time.

The Grantee is required to submit any Scope of Services or Budget change requests in writing to DER's designated representative and DER's Finance Manager. DER will reply in writing with approval or denial of said request. Approved modifications to this Contract Scope of Services, Budget, or Deliverables will be codified through a Contract Amendment. Amendments must be executed by authorized signatories of both DER and the Grantee prior to the Grantee incurring obligations based upon the Amendment.

The Grantee is required to request Scope and Budget changes via the following steps:

1. Submit a request via email to reallocate a portion of budgeted expenses.
2. Provide specific amounts for which predetermined budgeted expenses will change.
3. Describe any changes to tasks and/or deliverables tied to these expenses.
4. Provide a justification that explains why the changes are necessary and how they will allow the grantee to effectively advance and complete the Scope of Services.

Any tasks or activities undertaken by the Grantee that are not contained in this Scope of Services, addenda, or are not otherwise approved in writing by DER prior to performance will not be eligible for reimbursement.

VI. SCHEDULE

Work may begin after the grant Contract is fully executed by the Grantee and DER and a Notice-to-Proceed has been provided to the Grantee. The period of performance for this Contract and Scope of Services will extend through the Commonwealth Fiscal Year 2027. All work must be completed by June 30, 2027, and all final invoices must be received by July 31, 2027.

All work funded by fiscal year 2023 DER Capital Plan item E0063 (account 2300-7022 \$2,670,000) must be completed by June 30, 2023, and all final invoices for work utilizing this funding must be received by July 31, 2023.

All work funded by fiscal year 2024 DER Capital Plan item E063 (account 2300-7022, \$4,400,000) must be completed by June 30, 2024, and all final invoices for work utilizing this funding must be received by July 31, 2024.

VII. SPECIAL PROVISIONS

Any subcontract or subaward entered into by the Grantee for the purposes of fulfilling the obligations under this Contract must be in writing, authorized in advance by DER and shall be consistent with and subject to the provisions of the Commonwealth Standard Contract Terms and Conditions and this Contract. Subcontracts and subawards will not relieve or discharge the Grantee from any duty, obligation, responsibility, or liability arising under this Contract. DER is entitled to copies of all

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subcontracts and subawards and shall not be bound by any provisions contained in a subcontract to which it is not a party.

All subcontracts (vendors/contractors) to be funded under this Contract must be submitted for DER review and must be approved in writing by the DER Representative prior to execution. The Grantee shall provide a minimum of 21 days for DER review and approval.

Any subaward contracts (a.k.a., subrecipient grant agreements) proposed to be funded under this Contract must be submitted for DER review in writing. The Grantee shall provide a minimum of 60 days for DER review and response to any subaward proposal. A subrecipient grant agreement shall be considered approved following the execution of a Contract Amendment between DER and the Grantee with an updated budget and scope of work. The Grantee shall ensure that any approved subrecipient agreement(s) comply with all Grantee reporting requirements set forth in this Contract.

The Grantee shall credit the Massachusetts Department of Fish and Game, Division of Ecological Restoration for the contribution of funds and technical assistance in any public communication regarding the Project including, but not limited to signage, press releases, and dedication events.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Town of Wellfleet (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Div. of Ecological Restoration MMARS Department Code: FWE	
Legal Address: (W-9, W-4): 300 Main Street, Wellfleet, MA 02667		Business Mailing Address: 251 Causeway Street, Suite 400, Boston, MA 02114	
Contract Manager: Richard Waldo	Phone: (508) 349-0300	Billing Address (if different):	
E-Mail: richard.waldo@wellfleet-ma.gov	Fax:	Contract Manager: Beth Lambert	Phone: 617-626-1547
Contractor Vendor Code: VC6000192030		E-Mail: beth.lambert@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): HERRRIVXTNWELGRTFY23	
		FRF/Procurement or Other ID Number: Best Value Grant #77272	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$ <u>22,670,000.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Under this grant contract, Town of Wellfleet officials are responsible for making Project implementation decisions. The Town will administer funding from multiple state and federal grant awards to construct and implement this Project.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2027</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: <u>11-3-2022</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Richard J. Waldo</u> Print Title: <u>Town Administrator</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Beth Lambert</u> Date: <u>Nov 3, 2022</u> <small>X: Beth Lambert (Nov 3, 2022 15:37 EDT)</small> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Beth Lambert</u> Print Title: <u>Director</u>	

Scope of Services

**The Town of Wellfleet, Massachusetts
Herring River Estuary Restoration Project
Wellfleet and Truro, Massachusetts
November 3, 2022**

I. PROJECT INFORMATION AND APPROACH

Statement of Qualifications

The Town of Wellfleet (Grantee) is a co-proponent of the Herring River Restoration Project (Project) along with the National Park Service – Cape Cod National Seashore. The Town owns most of the land and infrastructure where construction is needed to achieve tidal restoration, including the main tidal control infrastructure at the Chequessett Neck Road bridge. Likewise, most of the public and private property on which flood impact mitigation must occur is also located in the Town of Wellfleet. Town officials are responsible for making Project implementation decisions, together with officials from the Cape Cod National Seashore, through the Herring River Executive Council which is the body established by the Town and Seashore to oversee Project implementation. In accordance with state and federal grant awards it receives, the Town will administer funding to construct and implement this Project.

Project Purpose

The Herring River Restoration Project is the largest tidal estuary restoration ever undertaken in Massachusetts and the North Atlantic coast of the United States. The Project will restore tidal exchange to up to 890 acres of degraded salt marsh and estuarine habitats. It will also improve diadromous fish access to hundreds of acres of spawning ponds and restore a significant area of shellfish habitat. Numerous local, state, federal, Non-Governmental Organization (NGO), and academic partners have collaborated to develop the Project over the past two decades and prepare it for construction.

Tidal restoration will be achieved primarily through the replacement of the Chequessett Neck Road dike with a new bridge and tidal control structures at the mouth of the Herring River. Associated restoration work will include elevation of low roads in the estuary floodplain above design water elevations, installation of culverts and water control structures, vegetation and marsh plain management, and mitigation measures on public and private lands to protect the built environment from flood impacts.

Background

In 2005, the Town of Wellfleet and the National Park Service Cape Cod National Seashore entered into a Memorandum of Understanding to implement the Herring River Restoration Project to re-establish tidal exchange to the Herring River estuary and thereby remediate degraded conditions and restore native wetland habitats. Subsequent Memoranda of Understanding were executed in 2007, 2016, and 2019 to reflect updated project information and governance structure.

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The Herring River system is one of the largest tidally restricted estuaries in the Northeast. The estuary encompasses a coastal floodplain exceeding 1,000 acres and more than 6 miles of waterways. Historically, the river supported a vibrant tidal ecosystem and one of the largest nurseries for commercial and recreational fish and shellfish on Cape Cod. In 1909, construction of a 900-foot earthen dike across the mouth of the Herring River blocked tidal flow and caused large-scale environmental degradation. The Town of Wellfleet and the National Park Service plan to restore natural tidal wetland habitats to large portions of the Herring River estuary in and adjacent to the Cape Cod National Seashore by re-establishing tidal exchange to the river and its connected sub-basins.

Due to more than a century of tidal restriction, only about 10 acres out of the original 1,000+ acres of salt marsh remain. The Herring River Restoration Project represents a unique opportunity to restore a significant native tidal marsh system and the many ecological, social, and economic benefits a healthy estuary provides to surrounding communities and the region. Public benefits include, but are not limited to, the following:

- Reconnecting the Herring River estuary to Cape Cod Bay and the Gulf of Maine to recover the estuary's functions as: (1) a nursery for marine organisms, and (2) a source of organic matter for export to near-shore waters.
- Restoring the natural coastal food web to support numerous fish and bird species and other wildlife that depend on healthy coastal marsh habitats and processes for their migration and survival.
- Reopening waterways and restoring habitat to improve migration and spawning for a variety of fish species including River Herring, American Eel, Striped Bass, and Winter Flounder.
- Improving water quality with the goal of delisting the river from the Massachusetts 303(d) List of Impaired Waters.
- Protecting and enhancing 200 acres of harvestable shellfish resources both within the estuary and in receiving waters of Wellfleet Harbor. Re-opening and expanding shellfish beds will benefit the local economy; in 2018 the shellfish harvest in Wellfleet was valued at \$7.2 million. Shellfish habitat restoration will also help to sustain local shell fishing jobs, which are estimated to number 400-450.
- Enhancing coastal resiliency by restoring natural sediment deposition needed to allow the marsh to gain elevation and mitigate impacts of sea level rise, and by constructing state-of-the-art tidal control infrastructure to protect low-lying roads and other structures.
- Re-establishing the estuarine gradient of native salt, brackish, and freshwater marsh habitats in place of the invasive non-native and upland plants that have colonized most parts of the degraded floodplain.
- Enhancing opportunities for canoeing, kayaking, and wildlife viewing over a diversity of restored wetland and open-water habitats including 6 miles of waterways for recreation and tourism. Tourism accounts for nearly \$11 million annually to the local community and supports jobs.
- Generating approximately \$624 million in local and regional economic benefits over the life of the project based on economic studies of other coastal restoration projects.
- Combating climate change by returning lost carbon storage volume and reducing methane emissions from deteriorated salt marsh. A preliminary estimate indicates that, since the CNR dike was built in 1909, the Herring River has emitted 730,000 metric tons of CO₂ equivalents, comparable to emissions from 155,000 US autos operating for one year.
- Re-establishing the natural control of nuisance mosquitoes by restoring tidal range and flushing to reduce freshwater mosquito habitat, and by increasing access for fish that prey on mosquito

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larvae. Restoration of tides and salty water will replace much of the existing degraded habitat that is conducive to virus-bearing freshwater mosquitoes with healthy salt marshes throughout much of the estuary.

The Final Environmental Impact Statement/Report for the project was published in June 2016 and a Record of Decision was issued in September 2016. The Secretary's Certificate on the Final Environmental Impact Report was issued on July 15, 2016. In June 2020, the Cape Cod Commission approved Phase 1 of the Herring River Restoration Project to restore tidal flow to approximately 570 acres. In state fiscal years 2021-22, project partners finalized permit-level engineering designs for infrastructure elements and completed associated regulatory compliance documents.

Permit applications were submitted to the MA Department of Environmental Protection for Section 401 Water Quality Certification and Chapter 91 licensing, the U.S. Army Corps of Engineers under Section 404 of the Federal Clean Water Act, and the Towns of Wellfleet and Truro Conservation Commissions for Wetlands Protection Act and municipal wetlands bylaws. The S. 401 and S. 404 permits for Phase 1 were issued in FY22, along with draft Ch. 91 approvals. In Spring 2022, the Wellfleet and Truro Conservation Commissions issued Orders of Conditions for Phase 1 under the state Wetlands Protection Act and municipal bylaws.

Final infrastructure design plans have been completed and bid requests for the first phase of construction will be issued in the summer of 2022. Construction is planned to commence in late 2022 or early 2023. The construction and initial implementation period for Phase 1 of the Project is anticipated to last 5-8 years.

Funding

This project was selected through a state-wide competitive bid process as a Priority Project in 2004 through RFR ENV 04 CZM 04 by the MA Office of Coastal Zone Management. The Project was adopted into the DER Priority Projects Program after creation of the Division of Ecological Restoration (DER) in 2009 through the merger of the DFG Riverways Program and CZM Wetlands Restoration Program. Due to the original procurement's age and posting on the discontinued Comm-PASS procurement system, the Comptroller's Office advised issuance of a Notice of Intent for this grant on COMMBUYS. As a result, a Notice of Intent to award a Best Value Grant was posted on COMMBUYS 7/7/2022, Bid Solicitation: BD-23-1046-DER-FWE01-77272.

A total of \$22,670,000 for this Grant is provided through the following funding sources:

- In accordance with Section 2 of Chapter 209 of the Acts of 2018, an act promoting climate change adaptation, environmental and natural resource protection, and investment in recreational assets and opportunity, funding is authorized through language contained under item/account number 2300-7022 and the Governor's FY 2023-FY 2027 Capital Investment Plan* as follows: \$2,670,000 in fiscal year 2023 funds expended against DER Capital Plan item EO63-Herring River Estuary Restoration Project.
- *Capital Investment Plan funding from item EO63 is not to exceed the annual budget authorized and approved by Executive Office of Administration and Finance in current or subsequent 5 year Capital Investment Plans.

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- In accordance with Section 2A of Chapter 102 of the Acts of 2021 - An Act Relative to Immediate COVID-19 Recovery Needs: \$20,000,000 from an environmental infrastructure reserve account 1599-2031.

The Grantee shall be responsible for upholding all applicable local, state, and federal regulations regarding the receipt and disbursement/use of public funds, including but not limited to financial and procurement guidelines.

II. SCOPE OF SERVICES

This Grant shall support execution of the following four tasks necessary to achieve the goals and objectives of the Herring River Restoration Project. These tasks are co-funded by federal agency grant awards under separate grant agreements between federal agency funders and the Town of Wellfleet. All work shall be performed in accordance with the final design plans and technical specifications and any revised approved plans, including any addenda issued as well as in accordance with project permits.

Task 1: Chequessett Neck Road Bridge

Construction of the Chequessett Neck Road Bridge, water control structures and appurtenances.

Task 2: Low Road Elevations / Culverts

Reconstruction of low municipal roads and culverts including removal the High Toss Road causeway, elevation of low-lying road segments, and installation of culverts and water control structures.

Task 3: Residential Properties Flood Mitigation

Implementation of flood mitigation measures at five residential properties, including drinking water wells, flood barriers, travel way modification, vegetation management, and utilities relocation.

Task 4: Commercial Property Flood Mitigation

Implementation of Mill Creek commercial property flood mitigation measures to elevate land surface above the Project design high water level in Mill Creek.

For implementation of each of the Project tasks 1 through 4, the following four sub-tasks (A through D) may be executed, as outlined below, and as shown in Table 1: Scope of Services Budget.

Sub-task A: General Construction

Contractual services with qualified Construction Contractor(s) to construct the Project elements (Tasks 1-4). General Construction Sub-tasks may include, but not be limited to:

- Attend pre-construction meetings and ongoing project progress meetings.
- Perform all necessary pre-construction activities including mobilization, clearing, staging, water control, and establishing site security.
- Establish and maintain all traffic control including signage, flagging, detours, staffing, and coordination with emergency services.
- Provide all necessary construction materials, supplies, and services.
- Construct all bridge, culvert, road, and other project elements including all necessary appurtenances and temporary structures.

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- Perform post-construction road, site disturbance and vegetation restoration.
- Develop Substantial Completion and Final Acceptance punch lists.
- Perform post-construction surveys and develop as-built plans.

Sub-task B: Utilities Handling

Contractual services with qualified contractor(s) to handle utilities necessary to implement the Project elements (Tasks 1-3) including the temporary and/or permanent installation or relocation of utilities (water, sewer, electric, lighting, telecommunications, natural gas, and others as identified).

Sub-task C: Engineering Oversight and Design

Contractual services with a Massachusetts licensed Professional Engineer to serve as the Resident Engineer, conduct engineering oversight of construction, perform quality assurance and control for all Construction Contractor submittals, and provide engineering design services necessary to implement the Project elements (Tasks 1-4). Engineering Oversight and Design Sub-tasks may include, but not be limited to:

- Provide on-site observation and inspections of project implementation for conformance with design plans and specifications and contract documents.
- Document construction progress through records and photographs.
- Review and approve materials and methods proposed by the Construction Contractor.
- Review and approve all Construction Contractor submittals, change order requests, and invoices to ensure compliance with contract provisions, completeness of required documentation, and accuracy of information.
- Review and approve as-built drawings.
- Conduct Substantial and Final Completion Inspections.
- Review and approve Substantial Completion and Final Acceptance punch lists submitted by the Construction Contractor.
- Make recommendations of Substantial Completion and Final Acceptance (Statement of Project Completion) to the Owner's Project Representative (OPR).
- Make recommendations to the OPR for contractor payment.
- Provide engineering design services in response to MassDOT requirements and contractor and funding agency generated design changes.

Sub-task D: Project Management

Contractual services with a qualified Owner's Project Representative (OPR) on behalf of the Grantee (Town of Wellfleet) to be responsible for overall construction administration and management for the Project elements (Tasks 1-4). Project Management Sub-tasks may include, but not be limited to:

- Coordinate the development of schedules for each project construction contract, including sequence of construction and other relevant schedules.
- Coordinate and attend pre-construction and construction meeting(s).
- Provide work start notifications and permitting reports to regulatory agencies as required.
- Provide work completion notifications and submittals as required by all project permits.
- Provide on-site observation of project implementation for conformance with permits.
- Review and approve all payment requests and construction completion / acceptance punch lists.

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- Review and approve all Construction Contractor submittals for compliance with the Grantee's grant reporting, expense accounting, and invoice coding requirements.
- Make recommendations to the Grantee for acceptance of construction completion / acceptance punch lists and contractor payment.
- Assist Grantee with development of required Project grant reports.

Deliverables:

The Grantee shall submit deliverables as applicable at least quarterly, with the exception of semi-annual progress reports, according to work accomplished per the Tasks outlined in Section II Scope of Services.

- Copies of all scopes of work, subcontracts, and any subawards for work occurring under this grant.
- All draft and final deliverables prepared under subcontracts and any subawards, including agendas, meeting minutes, data sheets, drawings, design plans, project schedules, reports, or agreements.
- Construction site inspection reports, materials inspections reports, and/or shop drawing approvals.
- Site inspection and progress monitoring photographs and other documentation.
- Semi-annual progress reports to formally update DER and the Project team on project progress, milestones achieved, delays encountered, and updates to the project schedule, due January 31 for the preceding July 1-December 31 period and July 31 for the preceding January 1 – June 30 period.
- Invoices with supporting materials from all subcontractors and any subaward recipients engaged using DER grant funds.
- Final As-built Construction Plans and final inspection reports for all project elements funded under Task 1.

All deliverables shall be provided in editable draft and final formats including (but not limited to) raw data files, models, AutoCAD files, Word documents, PDFs, etc., at DER's discretion. Draft and final deliverable format requirements will be determined in consultation with the DER Representative.

The Grantee shall comply with all other reporting requirements as established in Section III. below.

III. REPORTING

Requests for Reimbursement must be submitted at minimum once per quarter and no more frequently than monthly. The following reporting materials shall be submitted along with Requests for Reimbursement as specified in Section V. below:

- a description of progress to date for each task, including for any subcontracts or subawards executed and deliverables submitted as specified in this grant contract;
- an updated budget accounting of funding awarded under this grant showing amounts budgeted, invoiced, reimbursed, and remaining balance for each task, and for the total grant amount;
- an updated Project accounting report from the Grantee's Project Chart of Accounts including, but not limited to, the following information at the major task level: amounts budgeted by task and funding source, amounts requested for reimbursement by funding source, amounts

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reimbursed by funding source, remaining budget balances by funding source, amounts invoiced by contractors / vendors, amounts paid out, and outstanding invoice totals; and

- copies of any contractor or subaward invoices, receipts, and/or other documentation associated with the current Request for Reimbursement.

IV. DESIGNATED REPRESENTATIVES

Town of Wellfleet
Richard Waldo, Town Administrator
300 Main Street
Wellfleet, MA 02667
(508) 349-0300
richard.waldo@wellfleet-ma.gov

DER Project Representative
Georgeann Keer, Wetlands Practice Lead
Division of Ecological Restoration
251 Causeway St., Suite 400
Boston, MA 02114
617-626-1246
georgeann.keer@mass.gov

DER Finance Representative
David Gallagher, Finance Manager
Division of Ecological Restoration
251 Causeway St., Suite 400
Boston, MA 02114
david.gallagher2@mass.gov

Requests for Reimbursement
Division of Ecological Restoration
DERinvoicing@mass.gov

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V. BUDGET, PAYMENT, AND CONTRACT MODIFICATION

Project costs are based on the Scope of Services presented herein, and by tasks in Table 1, not-to-exceed a total of \$22,670,000. Payment shall be made on a reimbursement basis, subject to the satisfactory submission of all required financial and related documents detailed in the conditions stipulated below.

Table 1: Scope of Services Budget

Scope of Work Budget Table Project: Herring River Restoration Project, Wellfleet Grantee: Town of Wellfleet		Funding Source by Fiscal Year (FY) and Account #						Total
		FY 23		FY 24		FY 25		
		2300-7022	1599-2031	2300-7022	1599-2031	2300-7022	1599-2031	
CONTRACTUAL								
Task 1	Chequessett Neck Road Bridge							
1A	General Construction	\$ 2,500,000	\$ 400,000		\$ 5,900,000		\$ 2,800,000	
1B	Utilities Handling	\$ 100,000			\$ 100,000			
1C	Engineering Oversight & Design	\$ 50,000			\$ 200,000			
1D	Project Management	\$ 20,000			\$ 100,000			
	Task 1 Subtotal	\$ 2,670,000	\$ 400,000	\$ -	\$ 6,300,000	\$ -	\$ 2,800,000	\$ 12,170,000
Task 2	Low Road Elevations / Culverts							
2A	General Construction				\$ 5,950,000		\$ 1,450,000	
2B	Utilities Handling				\$ 60,000		\$ 50,000	
2C	Engineering Oversight & Design				\$ 150,000			
2D	Project Management				\$ 50,000			
	Task 2 Subtotal	\$ -	\$ -	\$ -	\$ 6,210,000	\$ -	\$ 1,500,000	\$ 7,710,000
Task 3	Residential Properties Mitigation							
3A	General Construction				\$ 350,000			
3B	Utilities Handling				\$ 50,000			
3C	Engineering Oversight & Design				\$ 25,000			
3D	Project Management				\$ 25,000			
	Task 3 Subtotal	\$ -	\$ -	\$ -	\$ 450,000	\$ -	\$ -	\$ 450,000
Task 4	Commercial Property Mitigation							
4A	General Construction				\$ 2,300,000			
4B	N/A							
4C	Engineering Oversight & Design				\$ 30,000			
4D	Project Management				\$ 10,000			
	Task 4 Subtotal	\$ -	\$ -	\$ -	\$ 2,340,000	\$ -	\$ -	\$ 2,340,000
	Total	\$ 2,670,000	\$ 400,000	\$ -	\$ 15,300,000	\$ -	\$ 4,300,000	\$ 22,670,000

Attachment A: HERRRIVXTNWELGRTFY23

The Grantee shall submit Requests for Reimbursement to DER using DER's Reimbursement Form to DERinvoicing@mass.gov. Requests must be submitted electronically. Requests for Reimbursement should be submitted at minimum once per quarter and no more frequently than monthly. The date that a complete Request for Reimbursement and associated deliverables are received electronically by DER is considered the submission date. DER defines a complete Request for Reimbursement as one that includes all required documentation of expenses, including receipts, invoices, and photographic or other backup for charges shown. Mileage charges associated with travel costs will not exceed the IRS mileage reimbursement rate in effect at the time.

The Grantee is required to submit any Scope of Services or Budget change requests in writing to DER's designated representative and DER's Finance Manager. DER will reply in writing with approval or denial of said request. Approved modifications to this Contract Scope of Services, Budget, or Deliverables will be codified through a Contract Amendment. Amendments must be executed by authorized signatories of both DER and the Grantee prior to the Grantee incurring obligations based upon the Amendment.

The Grantee is required to request Scope and Budget changes via the following steps:

1. Submit a request via email to reallocate a portion of budgeted expenses.
2. Provide specific amounts for which predetermined budgeted expenses will change.
3. Describe any changes to tasks and/or deliverables tied to these expenses.
4. Provide a justification that explains why the changes are necessary and how they will allow the grantee to effectively advance and complete the Scope of Services.

Any tasks or activities undertaken by the Grantee that are not contained in this Scope of Services, addenda, or are not otherwise approved in writing by DER prior to performance will not be eligible for reimbursement.

VI. SCHEDULE

Work may begin after the grant Contract is fully executed by the Grantee and DER and a Notice-to-Proceed has been provided to the Grantee. The period of performance for this Contract and Scope of Services will extend through the Commonwealth Fiscal Year 2027. All work must be completed by June 30, 2027, and all final invoices must be received by July 31, 2027.

All work funded by fiscal year 2023 DER Capital Plan Item EO63 (account 2300-7022 \$2,670,000) must be completed by June 30, 2023, and all final invoices for work utilizing this funding must be received by July 31, 2023.

VII. SPECIAL PROVISIONS

Any subcontract or subaward entered into by the Grantee for the purposes of fulfilling the obligations under this Contract must be in writing, authorized in advance by DER and shall be consistent with and subject to the provisions of the Commonwealth Standard Contract Terms and Conditions and this Contract. Subcontracts and subawards will not relieve or discharge the Grantee from any duty, obligation, responsibility, or liability arising under this Contract. DER is entitled to copies of all subcontracts and subawards and shall not be bound by any provisions contained in a subcontract to which it is not a party.

Attachment A: HERRRIVXTNWELGRTFY23

All subcontracts (vendors/contractors) to be funded under this Contract must be submitted for DER review and must be approved in writing by the DER Representative prior to execution. The Grantee shall provide a minimum of 21 days for DER review and approval.

Any subaward contracts (a.k.a., subrecipient grant agreements) proposed to be funded under this Contract must be submitted for DER review in writing. The Grantee shall provide a minimum of 60 days for DER review and response to any subaward proposal. A subrecipient grant agreement shall be considered approved following the execution of a Contract Amendment between DER and the Grantee with an updated budget and scope of work. The Grantee shall ensure that any approved subrecipient agreement(s) comply with all Grantee reporting requirements set forth in this Contract.

The Grantee shall credit the Massachusetts Department of Fish and Game, Division of Ecological Restoration for the contribution of funds and technical assistance in any public communication regarding the Project including, but not limited to signage, press releases, and dedication events.



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 6, 2024

IX

BUSINESS

~ B ~

REQUESTED BY:	Wellfleet & Eastham Administrations
DESIRED ACTION:	To review and approve the intermunicipal agreement between Eastham and Wellfleet for extension of the public water supply.
PROPOSED MOTION:	I move to approve the intermunicipal agreement as amended between the towns of Eastham and Wellfleet for the extension of the public water supply, to be signed by both the Wellfleet and Eastham Selectboard's.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

**INTERMUNICIPAL AGREEMENT
BETWEEN THE TOWNS OF EASTHAM AND WELLFLEET
FOR
EXTENSION OF PUBLIC WATER SUPPLY**

This AGREEMENT (this “**Agreement**”) is dated as of ___, 2024, between the Town of Eastham, Massachusetts (“**Eastham**”) acting by and through its Board of Water Commissioners, and The Town of Wellfleet, a Massachusetts corporation with a usual address of 300 Main Street, Wellfleet, MA 02667 (“**Wellfleet**”).

R E C I T A L S

WHEREAS, Wellfleet is the owner of property, located at 80 State Highway, Route 6, Wellfleet, Massachusetts (the “Property”), which Property is not currently served by a public water supply system.

WHEREAS Eastham operates a public water supply for the provision of potable water to its residents and businesses.

WHEREAS, although located entirely within the Town of Wellfleet, the Property is located in close proximity to the terminus of the Eastham public water supply line.

WHEREAS Wellfleet desires to connect the Property to the Eastham public water supply system for existing and future commercial and/or residential uses of the Property.

WHEREAS, Eastham has the capacity and ability to provide a supply of public water for the proposed uses at the Property.

WHEREAS, the Town of Wellfleet agrees that Eastham may supply water to the Property, subject to the terms and conditions of this Agreement; and

WHEREAS Eastham deems it to be in the public interest for it to supply and sell, and for Wellfleet to receive and pay for a potable water to supply to the Property; and

NOW, THEREFORE, in consideration of the mutual agreements, covenants and conditions herein contained, the Parties agree as follows:

ARTICLE I
WATER SYSTEM EXTENSION

Section 1.1. Water System Extension. Eastham shall design, permit, and construct an extension of its public water supply system from its present terminus at the Eastham/Wellfleet town boundary, along, under and within the layout of State Route 6, to a location just prior to West Road. A connection shall be made to the front of the Property, the precise location of the connection point shall be at Eastham's sole discretion. Eastham shall install a curb stop at the connection point which is suitable for the connection of a service line to the facilities on the Property. Upon completion, the water system extension to the extension point shall be accepted as part of Eastham's water supply system.

Section 1.2. Service Line. Wellfleet shall, at its sole cost and expense, design, permit and construct a service line from the curb stop at the connection point to the facilities on the Property. The service line shall be designed, permitted, and constructed in accordance with the Rules and Regulations of the Eastham Municipal Water System, as revised through July 15, 2019, and as may be further revised from time-to-time, and all other applicable laws. Said Rules and Regulations as are in effect at the time of this Agreement are incorporated herein and attached hereto and shall herein after be referred to as the "Rules and Regulations." The parties agree Eastham shall not be required to provide any water to the Property unless and until the service line

is approved in accordance with the Rules and Regulations. Upon completion, the service line shall be owned by Wellfleet and Wellfleet shall be solely responsible for its maintenance and operation.

Section 1.3. Permitting and Approvals. The parties acknowledge and agree that the work required by this Agreement is subject to permits and approvals from entities not subject to the control of the parties, including but not limited to regulatory boards of the Towns of Eastham and Wellfleet and Mass Highway. Should any permit or approval required for the work under this agreement be withheld or denied, such that the work cannot proceed, this Agreement shall be deemed null and void. This Agreement does not constitute a permit and shall not in any way relieve the parties of their obligation to obtain any permits and comply with the requirements of any applicable laws relative to the work.

Section 1.4. System Extension Fee. Upon execution of this Agreement, Wellfleet shall pay to the Town of Eastham a one-time Capital System Extension Fee of eight hundred and fifty thousand dollars (\$850,000.00). The parties agree that this fee is to reimburse Eastham for its costs in designing, permitting, and constructing the extension of the system. Upon termination of this Agreement for failure to obtain necessary permits or approvals, or successful completion of the extension, any unused portion of the System Extension Fee will be refunded to Wellfleet. No portion of the System Extension Fee shall be refunded for any other reason.

ARTICLE II **SUPPLY OF WATER**

Section 2.1. Water Supply. Eastham hereby represents that the Eastham water system has sufficient capacity to provide an adequate water supply to the Property, and it hereby agrees to provide a supply of potable water to the Property in a total volume that shall not exceed fifty million gallons per year. Wellfleet, or any other entity developing and operating the Property

pursuant to a conveyance, lease, or license agreement, shall not exceed the total volume of water allocated herein without the express written approval of Eastham and Eastham reserves the right in its sole and exclusive discretion to refuse to provide any volume of water in excess of said amount.

Section 2.2. Conditions of Supply and Use. All water supplied by Eastham shall be for the sole purpose of supporting the current and proposed future residential and/or commercial uses at the Property and not for re-sale to third parties. Wellfleet's connection to Eastham's water supply system and its use of water supplied therefrom shall be in accordance with its the Rules and Regulations.

Section 2.3. Impairment of Supply. Notwithstanding anything herein to the contrary, Eastham does not guarantyguarantee constant water pressure and uninterrupted service. . Further, Wellfleet acknowledges and agrees that it is not assured the full volume of water set forth in Section 2.1 of this Agreement or the required pressure per square inch necessary to effectively operate any appliances and/or fixture on the Property. The same rule holds true of all variable conditions that may take place in the use of water from the water supply extension. Eastham will use all reasonable care and diligence to avoid interruptions and fluctuations in the service, but neither Eastham, nor its contractors and employees, shall be held liable or responsible to Wellfleet, or any entity occupying the Property for any loss or damage from any excess or deficiency in the pressure or volume or supply of water.

Section 2.4. Change in Use. There shall be no change in the type or intensity of the uses at the Property that may reasonably be expected to result in an increase in water usage, beyond the annual cap of fifty million gallons, without the express written consent of Eastham.

Commented [JG1]: What does this mean?

Commented [JB2R1]: Neither Wellfleet or the new developer can sell water to a third party.

Commented [JB3R1]: I know it is hard to believe, but a fisherman tapped into a water line at a town landing and was selling water AND providing free water to boaters.

Commented [CMM4]: In addition to John's question above, I want to clarify if Wellfleet sells individual units in Maurice's Campground or if any future expanded residential or commercial uses at the Campground, I assume these additional uses or units are not considered third-parties? Would these individual unit owners be billed directly by Eastham for water?

Commented [RW5R4]: I presume that the individual units would be metered separately but needs clarification.

Commented [JB6R4]: At this point, we are providing water (a maximum of 50,000,000 gpy or 142,000 gpd to the property. Development will be limited based on those volumes and we are not at this time, in a position to approve greater volumes. Any legal entity that Wellfleet conveys the property to would be our customer. If it is subdivided, then the new owners would become our customers . Whether they are metered individually or as a group (we have both now) is the choice of the entity as long as they follow the regulations.

Commented [JB7R4]: Any development of more than 50 million gallons per year would need to be pre-approved by the Eastham Board of Water Commissioners, and based on the capacity of the system at that time.

Commented [RW8]: I presume the design engineers have performed a pressure and/or flow rate analysis that can assure us that models indicate sufficient fire flow for a development.

Commented [CMM9]: Wellfleet intends to expand the number of residential units at the Campground, so this clause would require Eastham to consent to same.

Commented [JB10R9]: We are aware that the property will be developed, and the limit would be based on 50 m gpy- if there is a better way to word this, I am open. We do not, and can not consent to unlimited development or water use, the DEP will not allow this.

Commented [JB11R9]: Does this addition do the trick?

Section 2.5. Assignment. Wellfleet may assign all or any portion of the total volume of water allocated to the Town to any other party operating a use on the Property, provided that such assignment is approved, in writing, by Eastham, and that the assignment will not result a change in use that may reasonably be expected to result in an increase in water usage, **beyond the annual cap as noted above**, except as provided herein.

Commented [CMM12]: Same comment as above

Section 2.6. Notice of Agreement. Wellfleet shall record in the chain of title to the Property, a notice of this Agreement, in a form approved by Eastham, at the Barnstable County Registry of Deeds

**ARTICLE III
WATER USAGE and FEES**

Section 3.1. Applicability of Rules and Regulations. Upon activation of the Property’s connection to the Eastham water supply system, Wellfleet shall be considered a “customer” of the Town of Eastham, and it shall be subject to all provisions of the Rules and Regulations.

Section 3.2 Non-Eastham Resident System Development Fee. In addition to water use charges and fees payable under the Rules and Regulations, a portion of the real property taxes paid by Eastham property owners are used to off-set the debt service on the water system construction. To put Wellfleet on equal footing with Eastham property owners, Wellfleet will pay an additional Non-Eastham **System Development Fee**. **The Non-Resident System Development Fee will be \$7,500 per year, based on the current assessed value of the property of \$3,075,300. This fixed Non-Eastham Resident System Development Fee will be billed in quarterly installments of \$1,875 together with the other rates and charges set forth in the Rules and Regulations. This System Development fee will begin on the day of execution of this**

Commented [RW13]: The base fee should be consistent other users (meter size) of the system according to the rules and regulations regardless of non-resident status.

Commented [JB14R13]: You are correct- I used the wrong term. The residents of Eastham are paying the debt service for the development of the system, and are charged based on the assessed value of the property. This is the equivalent for Wellfleet users.

Commented [JB15R13]: As the limit of the contract is 25 years, I think we will have to start immediately to recoup the cost. So 25 years the maximum.

Commented [JB16R13]: Do you want any excess amount from the system extension fee in 1.4 applied to these charges?

agreement and continue for the full 25 years of the contract. The fee will not continue beyond this contract.

Section 3.3. Assessment of Fees. Wellfleet shall promptly pay any fees, assessments and water use charges for the water supplied by Eastham in accordance with the fee and billing procedures in the Rules and Regulations. Said fees shall be based on metered usage at the rates published in Eastham's Water Use and Rate Schedule, as may be amended from time-to-time. The Rate Schedule in effect at the time of this Agreement is incorporated herein and is appended hereto.

Section 3.4. Non-Payment. Eastham shall have all of the remedies for collection of unpaid fees as are set forth in the Rules and Regulations and other applicable laws, including but not limited to termination of service and the assessment of interest on late payments. Wellfleet agrees that, to the extent permitted by law, Eastham shall have the same lien upon the Property to enforce the collection of such fees, assessments, and charges as it has under general or special law to enforce the collection of such fees, assessments and charges against property located within Eastham.

ARTICLE IV **TERM AND TERMINATION**

Section 4.1. Term. This Agreement shall remain in full force and effect for the maximum term of an intermunicipal agreement which is 25 years, or until Wellfleet is no longer an owner of the Property, whichever is sooner, unless a subsequent owner or occupant of the Property assumes the obligations of Wellfleet hereunder, or until this Agreement is terminated as set forth herein. In the event a subsequent owner or occupant of the Property assumes the obligations of Wellfleet hereunder, said owner or occupant shall be required to execute a separate agreement with Eastham, on such terms and conditions as Eastham may require, which separate agreement shall be in

addition to and consistent with the Agreement. This Agreement with Wellfleet shall run with the land. The parties may renew this Agreement for additional terms of up to 25 years.

Section 4.2. Availability of Wellfleet Water. The parties agree that if a public water supply owned and operated by the Town of Wellfleet is made available for connection to the Property, the Property will be disconnected from the Eastham system and the Property will connect to the Wellfleet system, subject to any requirements that the Town of Wellfleet sees fit to impose.

Section 4.3. Termination for Convenience. Either party may terminate this Agreement for any reason or no reason at all with **five hundred forty (540) days** written notice to the other party; provided, however, that nothing in this section shall be deemed to impair Eastham's rights and remedies as set forth in the Rules and Regulations, including but not limited to its authority to terminate service for the reasons and in accordance with the procedures set forth therein.

Commented [JB17]: 18 months- change requested by the Wellfleet Select Board

ARTICLE V
MISCELLANEOUS

Section 5.1. The Parties understand and acknowledge that this Agreement and the documents attached hereto contain the entire agreement between them, and the terms of this Agreement are contractual and not a mere recital.

Section 5.2. The Parties agree that each has contributed to the drafting of this Agreement and no party shall have any part of this Agreement interpreted against that party's interests on the basis that the party drafted the language to be interpreted.

Section 5.3. The Parties further state that they have carefully read the foregoing Agreement and fully understand the contents thereof, and that the signatories hereto are duly

authorized to sign this Agreement on behalf of the respective parties and that each sign and executes this Agreement as their free act and deed.

Section 5.4. The Parties hereby acknowledge that no promise or inducement which is not herein expressed has been made and in executing this Agreement, the Parties do not rely upon any statement or representation made by any person, firm, or entity hereby released other than those set forth in this Agreement.

Section 5.5. This Agreement may not be varied in its terms by an oral agreement or representation or otherwise, and none of the terms hereof may be waived, except by an instrument in writing of subsequent date hereof executed by all of the Parties.

Section 5.6. Notwithstanding anything to the contrary herein, there are no third-party beneficiaries to this Agreement.

Section 5.7 Each provision of this Agreement shall be considered separate and if, for any reason, any provision herein is determined to be invalid or contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid, except that if all or any part of the release of claims provided by a Party is deemed invalid, the Agreement shall be deemed invalid.

Section 5.8 This Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and the respective heirs, legal representatives, successors and assigns of each.

Section 5.9 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. This Agreement shall be deemed an intermunicipal agreement pursuant to G.L. c. 40, §4A. The respective Select Boards of each Town has authorized

Commented [CMM18]: Following John's comment above, I am not sure who is intended to be a third-party beneficiary, but wouldn't the individual cottage owners or tenants of existing cottages be beneficiaries to receive water under this agreement?

Commented [RW19R18]: We need to get clarification on this to ensure we can meet our development potential.

Commented [JB20R18]: I am sorry, but I was not aware that Wellfleet was going to sell the cottages individually. Doesn't the town own all the cottages now? My understanding was that the town was purchasing the property to create a development of housing that would replace the cottages with housing units built by a developer. Didn't the Town purchase the property for affordable housing? Again, if they end up subdividing, we would need to be a part of that discussion, so that we could work with the developers and/or individual owners to set up the best system for them.

this Agreement by executing the Agreement. Any litigation arising hereunder shall be brought solely in the courts of the Commonwealth of Massachusetts.

Section 5.10 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. The facsimile signature or signature sent electronically by .pdf or otherwise

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as a sealed instrument as of the date first above written.

Board of Sewer and Water Commissioners
Town of Eastham, Massachusetts

Commented [JG21]: Because this is an intermunicipal agreement it must be approved by both Select Boards. I recommend , therefore, that the Select Board sign the agreement as well.

The Town of Wellfleet Selectboard,
Massachusetts: Board of Water Commissioners
Town of Wellfleet, Massachusetts:

Clean
Version

INTERMUNICIPAL AGREEMENT
BETWEEN THE TOWNS OF EASTHAM AND WELLFLEET
FOREXTENSION OF PUBLIC WATER SUPPLY

This AGREEMENT (this “**Agreement**”) is dated as of ___, 2024, between the Town of Eastham, Massachusetts (“**Eastham**”) acting by and through its Board of Water Commissioners, and The Town of Wellfleet, a Massachusetts corporation with a usual address of 300 Main Street, Wellfleet, MA 02667 (“**Wellfleet**”).

RECITALS

WHEREAS, Wellfleet is the owner of property, located at 80 State Highway, Route 6, Wellfleet, Massachusetts (the “Property”), which Property is not currently served by a public water supply system.

WHEREAS Eastham operates a public water supply for the provision of potable water to its residents and businesses.

WHEREAS, although located entirely within the Town of Wellfleet, the Property is located in close proximity to the terminus of the Eastham public water supply line.

WHEREAS Wellfleet desires to connect the Property to the Eastham public water supply system for existing and future commercial and/or residential uses of the Property.

WHEREAS, Eastham has the capacity and ability to provide a supply of public water for the proposed uses at the Property.

WHEREAS, the Town of Wellfleet agrees that Eastham may supply water to the Property, subject to the terms and conditions of this Agreement; and

WHEREAS Eastham deems it to be in the public interest for it to supply and sell, and for Wellfleet to receive and pay for a potable water to supply to the Property; and

NOW, THEREFORE, in consideration of the mutual agreements, covenants and conditions herein contained, the Parties agree as follows:

ARTICLE I
WATER SYSTEM EXTENSION

Section 1.1. Water System Extension. Eastham shall design, permit, and construct an extension of its public water supply system from its present terminus at the Eastham/Wellfleet town boundary, along, under and within the layout of State Route 6, to a location just prior to West Road. A connection shall be made to the front of the Property, the precise location of the connection point shall be at Eastham's sole discretion. Eastham shall install a curb stop at the connection point which is suitable for the connection of a service line to the facilities on the Property. Upon completion, the water system extension to the extension point shall be accepted as part of Eastham's water supply system.

Section 1.2. Service Line. Wellfleet shall, at its sole cost and expense, design, permit and construct a service line from the curb stop at the connection point to the facilities on the Property. The service line shall be designed, permitted, and constructed in accordance with the Rules and Regulations of the Eastham Municipal Water System, as revised through July 15, 2019, and as may be further revised from time-to-time, and all other applicable laws. Said Rules and Regulations as are in effect at the time of this Agreement are incorporated herein and attached hereto and shall herein after be referred to as the "Rules and Regulations." The parties agree Eastham shall not be required to provide any water to the Property unless and until the service line

is approved in accordance with the Rules and Regulations. Upon completion, the service line shall be owned by Wellfleet and Wellfleet shall be solely responsible for its maintenance and operation.

Section 1.3. Permitting and Approvals. The parties acknowledge and agree that the work required by this Agreement is subject to permits and approvals from entities not subject to the control of the parties, including but not limited to regulatory boards of the Towns of Eastham and Wellfleet and Mass Highway. Should any permit or approval required for the work under this agreement be withheld or denied, such that the work cannot proceed, this Agreement shall be deemed null and void. This Agreement does not constitute a permit and shall not in any way relieve the parties of their obligation to obtain any permits and comply with the requirements of any applicable laws relative to the work.

Section 1.4. System Extension Fee. Upon execution of this Agreement, Wellfleet shall pay to the Town of Eastham a one-time Capital System Extension Fee of eight hundred and fifty thousand dollars (\$850,000.00). The parties agree that this fee is to reimburse Eastham for its costs in designing, permitting, and constructing the extension of the system. Upon termination of this Agreement for failure to obtain necessary permits or approvals, or successful completion of the extension, any unused portion of the System Extension Fee will be refunded to Wellfleet. No portion of the System Extension Fee shall be refunded for any other reason.

ARTICLE II **SUPPLY OF WATER**

Section 2.1. Water Supply. Eastham hereby represents that the Eastham water system has sufficient capacity to provide an adequate water supply to the Property, and it hereby agrees to provide a supply of potable water to the Property in a total volume that shall not exceed fifty million gallons per year. Wellfleet, or any other entity developing and operating the Property

pursuant to a conveyance, lease, or license agreement, shall not exceed the total volume of water allocated herein without the express written approval of Eastham and Eastham reserves the right in its sole and exclusive discretion to refuse to provide any volume of water in excess of said amount.

Section 2.2. Conditions of Supply and Use. All water supplied by Eastham shall be for the sole purpose of supporting the current and proposed future residential and/or commercial uses at the Property and not for re-sale to third parties. Wellfleet's connection to Eastham's water supply system and its use of water supplied therefrom shall be in accordance with its Rules and Regulations.

Section 2.3. Impairment of Supply. Notwithstanding anything herein to the contrary, Eastham does not guarantee constant water pressure and uninterrupted service. . Further, Wellfleet acknowledges and agrees that it is not assured the full volume of water set forth in Section 2.1 of this Agreement or the required pressure per square inch necessary to effectively operate any appliances and/or fixture on the Property. The same rule holds true of all variable conditions that may take place in the use of water from the water supply extension. Eastham will use all reasonable care and diligence to avoid interruptions and fluctuations in the service, but neither Eastham, nor its contractors and employees, shall be held liable or responsible to Wellfleet, or any entity occupying the Property for any loss or damage from any excess or deficiency in the pressure or volume or supply of water.

Section 2.4. Change in Use. There shall be no change in the type or intensity of the uses at the Property that may reasonably be expected to result in an increase in water usage, **beyond the annual cap of fifty million gallons**, without the express written consent of Eastham.

Section 2.5. Assignment. Wellfleet may assign all or any portion of the total volume of water allocated to the Town to any other party operating a use on the Property, provided that such assignment is approved, in writing, by Eastham, and that the assignment will not result a change in use that may reasonably be expected to result in an increase in water usage, **beyond the annual cap as noted above**, except as provided herein.

Section 2.6. Notice of Agreement. Wellfleet shall record in the chain of title to the Property, a notice of this Agreement, in a form approved by Eastham, at the Barnstable County Registry of Deeds

ARTICLE III **WATER USAGE and FEES**

Section 3.1. Applicability of Rules and Regulations. Upon activation of the Property's connection to the Eastham water supply system, Wellfleet shall be considered a "customer" of the Town of Eastham, and it shall be subject to all provisions of the Rules and Regulations.

Section 3.2 Non-Eastham Resident System Development Fee. In addition to water use charges and fees payable under the Rules and Regulations, a portion of the real property taxes paid by Eastham property owners are used to off-set the debt service on the water system construction. To put Wellfleet on equal footing with Eastham property owners, Wellfleet will pay an additional Non-Eastham **System Development Fee**. The Non-Resident **System Development Fee** will be **\$7,500** per year, based on the current assessed value of the property of **\$3,075,300**. This fixed Non-Eastham Resident **System Development Fee** will be billed in quarterly installments of **\$1,875** together with the other rates and charges set forth in the Rules and Regulations. **This System Development fee will begin on the day of execution of this**

agreement and continue for the full 25 years of the contract. The fee will not continue beyond this contract.

Section 3.3. Assessment of Fees. Wellfleet shall promptly pay any fees, assessments and water use charges for the water supplied by Eastham in accordance with the fee and billing procedures in the Rules and Regulations. Said fees shall be based on metered usage at the rates published in Eastham's Water Use and Rate Schedule, as may be amended from time-to-time. The Rate Schedule in effect at the time of this Agreement is incorporated herein and is appended hereto.

Section 3.4. Non-Payment. Eastham shall have all of the remedies for collection of unpaid fees as are set forth in the Rules and Regulations and other applicable laws, including but not limited to termination of service and the assessment of interest on late payments. Wellfleet agrees that, to the extent permitted by law, Eastham shall have the same lien upon the Property to enforce the collection of such fees, assessments, and charges as it has under general or special law to enforce the collection of such fees, assessments and charges against property located within Eastham.

ARTICLE IV **TERM AND TERMINATION**

Section 4.1. Term. This Agreement shall remain in full force and effect for the maximum term of an intermunicipal agreement which is 25 years, or until Wellfleet is no longer an owner of the Property, whichever is sooner, unless a subsequent owner or occupant of the Property assumes the obligations of Wellfleet hereunder, or until this Agreement is terminated as set forth herein. In the event a subsequent owner or occupant of the Property assumes the obligations of Wellfleet hereunder, said owner or occupant shall be required to execute a separate agreement with Eastham, on such terms and conditions as Eastham may require, which separate agreement shall be in

addition to and consistent with the Agreement. This Agreement with Wellfleet shall run with the land. The parties may renew this Agreement for additional terms of up to 25 years.

Section 4.2. Availability of Wellfleet Water. The parties agree that if a public water supply owned and operated by the Town of Wellfleet is made available for connection to the Property, the Property will be disconnected from the Eastham system and the Property will connect to the Wellfleet system, subject to any requirements that the Town of Wellfleet sees fit to impose.

Section 4.3. Termination for Convenience. Either party may terminate this Agreement for any reason or no reason at all with **five hundred forty (540) days'** written notice to the other party; provided, however, that nothing in this section shall be deemed to impair Eastham's rights and remedies as set forth in the Rules and Regulations, including but not limited to its authority to terminate service for the reasons and in accordance with the procedures set forth therein.

ARTICLE V **MISCELLANEOUS**

Section 5.1. The Parties understand and acknowledge that this Agreement and the documents attached hereto contain the entire agreement between them, and the terms of this Agreement are contractual and not a mere recital.

Section 5.2. The Parties agree that each has contributed to the drafting of this Agreement and no party shall have any part of this Agreement interpreted against that party's interests on the basis that the party drafted the language to be interpreted.

Section 5.3. The Parties further state that they have carefully read the foregoing Agreement and fully understand the contents thereof, and that the signatories hereto are duly

authorized to sign this Agreement on behalf of the respective parties and that each sign and executes this Agreement as their free act and deed.

Section 5.4. The Parties hereby acknowledge that no promise or inducement which is not herein expressed has been made and in executing this Agreement, the Parties do not rely upon any statement or representation made by any person, firm, or entity hereby released other than those set forth in this Agreement.

Section 5.5. This Agreement may not be varied in its terms by an oral agreement or representation or otherwise, and none of the terms hereof may be waived, except by an instrument in writing of subsequent date hereof executed by all of the Parties.

Section 5.6. Notwithstanding anything to the contrary herein, there are no third-party beneficiaries to this Agreement.

Section 5.7 Each provision of this Agreement shall be considered separate and if, for any reason, any provision herein is determined to be invalid or contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid, except that if all or any part of the release of claims provided by a Party is deemed invalid, the Agreement shall be deemed invalid.

Section 5.8 This Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and the respective heirs, legal representatives, successors and assigns of each.

Section 5.9 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. This Agreement shall be deemed an intermunicipal agreement pursuant to G.L. c. 40, §4A. The respective Select Boards of each Town has authorized

this Agreement by executing the Agreement. Any litigation arising hereunder shall be brought solely in the courts of the Commonwealth of Massachusetts.

Section 5.10 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. The facsimile signature or signature sent electronically by .pdf or otherwise

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as a sealed instrument as of the date first above written.

Board of Sewer and Water Commissioners
Town of Eastham, Massachusetts

The Town of Wellfleet Selectboard,
Massachusetts:



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 6, 2024

IX

BUSINESS

~ C ~

REQUESTED BY:	Town Administrator
DESIRED ACTION:	To review and amend draft annual town meeting warrant
PROPOSED MOTION:	If motions are needed, they will be made at the time of the meeting.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



ANNUAL TOWN MEETING

Monday April , 2024

6:00 PM

at

Wellfleet Elementary School

100 Lawrence Road, Wellfleet, MA

&

ANNUAL TOWN ELECTION

Monday April 29, 2024

at

12:00 Noon to 7:00 PM

Wellfleet Senior Center

715 Old King's Highway

Draft - Rev. 1

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FINANCIAL & PROPOSITION 2½ TERMS

Chapter 59, section 21C of the Massachusetts General Laws is commonly referred to as Proposition 2½ (Prop. 2½) or the Tax Limiting Law for Cities and Towns in Massachusetts.

LEVY: The property tax levy is the revenue a Town can raise through real and personal property taxes. The property tax levy is the largest source of revenue for the Town.

LEVY CEILING: This is the maximum the levy can be. The ceiling equals 2.5% of the Town's full and fair cash value. The levy ceiling is equivalent to a tax rate of \$25.00.

LEVY LIMIT: The maximum the levy can be in a given year. The limit is based on the previous year's levy limit plus certain allowable increases, such as debt exclusions.

LEVY LIMIT INCREASE: The levy limit automatically increases each year by 2.5% of the previous year's levy limit.

NEW GROWTH: New construction and new parcel subdivision may also increase the Town's levy limit.

OVERRIDE: A community can permanently increase its levy limit by successfully voting at a referendum to exceed the limits. A community may take this action as long as it is below the levy ceiling.

DEBT EXCLUSION: This type of override ballot question can be placed on a referendum by a two-thirds vote of the Selectboard. If a majority of the voters approve the ballot question, the Town's levy limit is increased only for the amount voted at the referendum for the life of that debt only. The levy limit increase may exceed the Town's levy ceiling.

DEBT SERVICE: The repayment cost, usually stated in annual terms and based on an amortization schedule, of the principal and interest owed on any particular bond issue.

ENCUMBRANCE: A reservation of funds to cover obligations chargeable to but not yet paid from a specific appropriation account.

CAPITAL OUTLAY EXPENDITURES EXCLUSION: This type of override ballot question can be placed on a referendum by a two-thirds vote of the Selectboard. If a majority of the voters approve the ballot question, the additional amount for the payment of the capital project cost is added to the levy limit or levy ceiling only for the year in which the project is being undertaken.

CONTINGENT VOTES: Chapter 59, section 21C (m) permits a Town Meeting to appropriate funds contingent upon passage of a referendum question (OVERRIDE/DEBT EXCLUSION). A contingent vote does not automatically result in an override referendum. An override referendum can only be called by the Selectboard. If a referendum is called by the Selectmen, it must take place within forty-five days of the Town Meeting vote.

TOWN MEETING PROCEDURES

A quorum of 6% of the Town's registered voters must be present to conduct business (Charter: Sect. 2-1-3).

Voters are identified by voter cards issued when they check in with the registrars at the beginning of the meeting.

Only voters may participate in voice votes. In case of a counted vote, voters will be identified by their voter cards.

Non-voters who have been admitted to the meeting must sit in the section designated for them. Non-voters who may wish to speak must identify themselves and may address the meeting only by permission of the Moderator (Charter: Sect. 2-1-2).

No voter will be allowed to speak until recognized by the Moderator.

Voters and others recognized to address Town Meeting may only speak twice to any motion or amendment unless authorized by the Moderator (Charter: Sect. 2-7-8).

All motions or amendments must be in writing and be legible. Exceptions for very simple motions or amendments are at the discretion of the Moderator (General Bylaws: Sect. II-2).

The order of consideration of the Articles as printed in the Warrant may be changed only by a 2/3 majority vote (Charter: Sect. 2-7-4).

A motion for indefinite postponement, if passed, ends any action on the motion currently being debated. It may only be made after a voter has been recognized and may not come at the end of a speaker's remarks. It is fully debatable to the same extent as the main motion under consideration.

A motion to end debate (known as a "motion for the previous question") may only be made by a voter who has been recognized. Anonymous calls from voters to "call the question" are out of order and will be ignored by the Moderator. A motion to end debate requires a separate 2/3 majority vote, so it may be more efficient to hear from one or two more speakers and then proceed to a vote on the main motion itself.

A motion to reconsider must be made at the same session as the vote it seeks to reconsider. It can only be made after some intervening business and must be made within one hour of the vote to be reconsidered (Charter: Sect. 2-7-9). It is debatable to the same extent as the motion it seeks to reconsider and requires

a majority vote. A motion to reconsider will only be allowed if there is new information that was not available at the time of the original debate. A motion to reconsider will be ruled out of order if, in the judgment of the Moderator, it is simply an attempt at “another bite at the apple.”

Some other common motions which require more than a simple majority to pass:

Zoning bylaws	2/3 majority (with some statutory exceptions)
Zoning bylaws subject to Housing Choice Act	majority
To authorize borrowing or incur debt	2/3 majority
To transfer or sell Town land	2/3 majority
To approve proposed Charter amendments	2/3 majority
To pay unpaid bills of a prior fiscal year	4/5 majority at an Annual Town Meeting 9/10 majority at a Special Town meeting

FINANCE COMMITTEE STATEMENT

XXX

Respectfully submitted; Kathy Granlund, Chair

Jenn Rhodes, Vice Chair; Fred Magee; Stephen Polowczyk; Jeff Tash; Bob Wallace;
Moe Barocas; Ira Wood

ANNUAL TOWN MEETING WARRANT

____ day, April __, 2024

The Commonwealth of Massachusetts

To either of the Constables in the Town of Wellfleet in the County of Barnstable:

GREETINGS:

In the name of the Commonwealth of Massachusetts you are hereby required to notify and warn the inhabitants of the Town of Wellfleet qualified to vote in Town Affairs, to meet in the Wellfleet Elementary School, 100 Lawrence Road in Wellfleet on the __nd day of April 2024, at six o'clock in the evening, then and there to vote upon the following Articles:

SECTION I: BUDGET ARTICLES

ARTICLE NO. 1 – FY2025 OPERATING BUDGET:

To see if the Town will vote to act on the operating budget, including recommendations and reports of the Select Board, Finance Committee and other Town Officials, and to see if the Town will vote to raise and appropriate or transfer from receipts reserved and other available funds and accounts, the sum of \$31,558,701;

Budget Division	Lines	FY 2024	FY 2025	% Change
General Government	1 - 24	3,082,183	3,268,572	6.05%
Public Safety	25 - 31	5,685,330	6,005,619	5.63%
Public Works	36 - 43	2,623,645	2,698,742	2.86%
Shellfish Department	44 - 45	353,439	382,137	8.12%
Community Services	46 - 57	2,562,881	2,836,897	10.69%
Unallocated Expenditures	58 - 62	4,528,994	4,747,914	4.83%
Debt Service	63 - 66	3,497,572	3,676,679	5.04%
Subtotal		22,334,044	23,613,559	5.73%
Educational Services	32 - 35	6,807,758	7,945,142	16.71%
Total Budget		29,141,802	31,558,701	8.29%

or to do or act on anything thereon.

(Requested by the Selectboard)

Majority Vote Required

Recommendations:

Selectboard:

Insert Yes – 0, No – 0, Abstain – 0.

Recommend: Yes – 0, No – 0, Abstain – 0.

Finance Committee: Yes – 0, No – 0, Abstain – 0.

SUMMARY: This article funds the operating budget for several Town departments for FY2025. It provides funding for the operational budgets for the Cape Cod Technical Regional High School, Wellfleet Elementary School, Nauset Regional School District, and the Town of Wellfleet municipal operations for the period of July 1, 2024, through June 30, 2025. Details of the budget can be viewed in Appendix A.

ARTICLE NO. 2 – PRIOR YEAR INVOICES:

To see what sum the Town will vote to transfer from available funds for the purpose of paying prior year unpaid bills listed below:

Vendor	Source	Line-item	Amount

a.	XXX	DPW	420	\$xx.00
	Grand-total			\$00.00

or to do or act on anything thereon.

(Requested by the Selectboard)

Four-fifths Vote Required

Recommendations:

Selectboard:

Insert Yes – 0, No – 0, Abstain – 0.

Recommend: Yes – 0, No – 0, Abstain – 0.

Finance Committee: Yes – 0, No – 0, Abstain – 0.

SUMMARY: Invoices received after the close of the fiscal year for services rendered or goods received prior to July 1 are considered prior year bills. Per MGL Chapter 44 Section 64, prior year bills to be paid from the Town’s general operating fund may only be paid by a vote of Town Meeting.

ARTICLE NO. 3 – FY 2024 BUDGETARY TRANSFERS:

To see if the Town will vote to transfer from available funds and/or authorize the transfer from various line items within FY 2024 appropriations such sums of money necessary to supplement the operating budgets of the various Town Departments as follows:

	From (Decrease)	Line Item	To (Increase)	Line Item	Amount
a.	XXX	124	XXX	124	\$ 00.00
	Grand-Total				\$ 00.00

or to do or act on anything thereon.

(Requested by the Selectboard)

Majority Vote Required

Recommendations:

Selectboard:

Insert Yes- 0, No – 0, Abstain – 0.

Recommend Yes – 0, No – 0, Abstain – 0.

Finance Committee: Yes – 0, No – 0, Abstain – 0.

SUMMARY: This article is seeking permission to transfer funding within the FY 2024 operating budget ending June 30, 2024. We have a few shortfalls in various departmental budgets that will be remedied by transferring monies from those areas within the budget that have surpluses.

ARTICLE NO. 4 – FY 2025 CAPITAL BUDGET:

To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$2,503,000 to fund the Fiscal Year 2025 Capital Budget for the purposes, and from the sources, as listed below,

Line	Function/Department	Amount	Funding Source
1	Administration & Finance Departments		
a	Town Hall Repair & Maintenance Program	100,000	Free Cash
b	IT Network Replacement Program	30,000	Tax Levy
c	IT PC & Component Replacement Program	40,000	Tax Levy
d	Maurices Campground Site Development	225,000	Tax Levy
e	Wastewater Planning, permitting, testing	250,000	Free Cash
2	Police & Dispatch Departments		
a	Police Station Repair & Maintenance Program	50,000	Free Cash
b	Police Department Fleet Replacement Program	132,000	Tax Levy
c	Police Department Equipment Replacement Program	28,000	Tax Levy
d	Dispatch Equipment Replacement Program	5,000	Tax Levy
3	Fire Department		
a	Fire Station Repair & Maintenance Program	50,000	Free Cash
b	Fire Department HVAC Upgrade	350,000	Free Cash
c	Ambulance 98 Replacement (additional)	33,500	Reappropriated Articles
d	Fire Department Fleet Replacement Program	33,000	Tax Levy
e	Medical/Rescue Equipment Replacement Program	35,500	Ambulance Fund
f	Fire Suppression Equipment Replacement Program	29,000	Ambulance Fund
g	Radio/Communication Equipment Replacement Program	19,000	Ambulance Fund
h	Power Lift Stretchers for ambulances	80,000	Ambulance Fund
4	Public Works Department		
a	Public Works Facility Repair & Maintenance Program	50,000	Free Cash
b	Construct Equipment Shed – Transfer Station	60,000	Free Cash
c	Beach Restroom Planning	200,000	Free Cash
d	Public Works Fleet Replacement Program	150,000	Tax Levy
e	Replace 1979 Tractor	35,000	Free Cash
f	Public Works Equipment Replacement Program	35,000	Tax Levy
g	Transfer Station Equipment Replacement Program	22,000	Tax Levy
5	Shellfish Department		
a	Shellfish Department Fleet Replacement Program	32,000	Shellfish Fund

b	Equipment/engine Replacement Program	25,000	Tax Levy
6 Council On Aging			
a	Senior Center Repair & Maintenance Program	50,000	Free Cash
b	Council on Aging Fleet Replacement Program	9,000	Tax Levy
c	Equipment Replacement Program	3,500	Tax Levy
7 Beach Department			
a	Beach Department Fleet Replacement Program	11,500	Beach Fund
b	Beach Equipment Replacement Program	7,500	Beach Fund
8 Recreation Department			
a	Court Resurfacing Repair & Maintenance Program	25,000	Free Cash
b	Bakers Field Repair & Maintenance Program	10,000	Free Cash
c	Transportation Van	59,000	Free Cash
d	Recreation Equipment Replacement Program	9,000	Tax Levy
9 Library Department			
a	Library Repair & Maintenance Program	25,000	Free Cash
b	Furniture & Shelving Replacement Program	5,000	Tax Levy
10 School Department			
a	Elementary School Repair & Maintenance Program	75,000	Free Cash
b	Equipment/furnishings Replacement Program	15,500	Tax Levy
11 Marina Enterprise Fund			
a	Boat Engine Replacement Program	22,000	Retained Earnings
b	Equipment/Trailer Replacement Program	3,500	Retained Earnings
12 Water Enterprise Fund			
a	Water Tank Maintenance	29,000	Retained Earnings
b	Treatment Facilities Maintenance & Upgrades	44,500	Retained Earnings
Total Capital Budget Appropriations		2,503,000	

SUMMARY OF FUNDING SOURCES	
Free Cash	1,459,000
Ambulance Fund	163,500
Shellfish Fund	32,000
Beach Fund	19,000
Reappropriated Articles	33,500

Marina Enterprise Fund Retained Earnings	25,500
Water Enterprise Fund Retained Earnings	73,500
Tax Levy	697,000
Total Funding	2,503,000

or to do or act on anything thereon.

(Requested by the Selectboard)

Majority Vote Required

Recommendations:

Selectboard:

Insert Yes – 0, No – 0, Abstain – 0.

Recommend: Yes – 0, No – 0, Abstain – 0.

Finance Committee: Yes – 0, No – 0, Abstain – 0.

SUMMARY: This article represents the Town’s proposed capital spending plan for FY 2025.

ARTICLE NO. 5 – FY2025 MARINA ENTERPRISE FUND:

To see what sums of money the Town will vote to appropriate, raise, or transfer from available funds, for the Marina Enterprise Fund operating budget for fiscal year 2025,

Budget Element	FY 2024	FY 2025
Amounts Appropriated:		
Salaries & Wages	259,125	284,003
Expenses	271,375	260,625
Debt Service	<u>110,500</u>	<u>339,939</u>
Total Appropriations	<u>641,000</u>	<u>884,567</u>
Funding Sources:		
Marina Revenue	641,000	731,265
Marina Enterprise Fund Retained Earnings		136,302
Other Available Funds	<u>-</u>	<u>17,000</u>
Total Funding Sources	<u>641,000</u>	<u>884,567</u>

or to do or act on anything thereon.

(Requested by the Selectboard)

Majority Vote Required

Recommendations:

Selectboard:

Insert Yes – 0, No – 0, Abstain – 0.

Recommend: Yes – 0, No – 0, Abstain – 0.

Finance Committee: Yes – 0, No – 0, Abstain – 0.

SUMMARY: In accordance with Massachusetts General Laws receipts from Marina Department related activities are used to directly offset Marina related expenditures. Voting a spending amount for the Marina Operations allows all receipts and related expenditures to be recorded in one fund. A detail of the budget can be viewed in Appendix A.

ARTICLE NO. 6 – FY2025 WATER ENTERPRISE FUND:

To see what sums of money the Town will vote to appropriate, raise, or transfer from available funds, for the Water Enterprise Fund operating budget for fiscal year 2025,

Budget Element	FY 2024 *	FY 2025
Amounts Appropriated:		
Salaries & Wages	150,582	159,000
Expenses	228,125	233,278
Debt Service	<u>205,566</u>	<u>106,212</u>
Total Appropriations	584,273	498,490
Funding Sources:		
Water Revenue	179,000	200,000
General Fund Subsidy (Tax Levy)	<u>405,273</u>	<u>298,490</u>
Total Funding Sources	584,273	498,490

**FY 2024 includes the effect of the \$145,000 Proposition 2 ½ override passed for Wastewater/Water Superintendent.*

or to do or act on anything thereon.

(Requested by the Selectboard)

Majority Vote Required

Recommendations:

Selectboard:

Insert Yes – 0, No – 0, Abstain – 0.

Recommend: Yes – 0, No – 0, Abstain – 0.

Finance Committee: Yes – 0, No – 0, Abstain – 0.

SUMMARY: In accordance with Massachusetts General Laws receipts from Water Department related activities are used to directly offset Water related expenditures. Voting a spending amount for the Water Operations allows all receipts and related expenditures to be recorded in one fund.

ARTICLE NO. 7 – AUTHORIZE LEASE PURCHASE OF AMBULANCE:

To see if the Town will authorize, under General Laws Chapter 44, Section 21C, upon the recommendation of the Select Board, a lease purchase financing agreement for the acquisition of an

ambulance for the Fire Department for a term of up to the useful life of said equipment, and to fund the first year of said lease, appropriate and transfer from the Ambulance Fund the sum of \$125,000,

or to do or act on anything thereon.

(Requested by the Selectboard)

Majority Vote Required

Recommendations:

Selectboard:

Insert Yes – 0, No – 0, Abstain – 0.

Recommend: Yes – 0, No – 0, Abstain – 0.

Finance Committee: Yes – 0, No – 0, Abstain – 0.

SUMMARY: This article will authorize the lease payments per the ambulance replacement program (Ambulance 99 purchase/replacement) to be funded through the Ambulance Receipts fund for the first year of a five-year lease/purchase agreement.

ARTICLE NO. 8 – AUTHORIZE BORROWING FOR DREDGING:

To see if the Town will vote to raise and appropriate or borrow the sum of \$4,500,000, or any other sum, for the purpose of funding the dredging of Wellfleet Harbor, including all expenses incidental and related thereto; provided however that such vote shall not take effect until the Town votes to exempt from the limitations of total taxes imposed by Massachusetts General Law Chapter 59, Section 21C (Proposition 2 ½ so called) amounts required to pay the principal and interest of the borrowing approved by such vote.

or to do or act on anything thereon.

(Requested by the Selectboard)

2/3rd Vote Required

Recommendations:

Selectboard:

Insert Yes – 0, No – 0, Abstain – 0.

Recommend: Yes – 0, No – 0, Abstain – 0.

Finance Committee: Yes – 0, No – 0, Abstain – 0.

SUMMARY: XX

ARTICLE NO. 9 – TRANSFER TO STABILIZATION FUND:

To see if the Town will vote to raise and appropriate and/or transfer from available funds the sum of \$____,000.00, or any other sum for the purpose of contributing to the Stabilization Fund or to do or act on anything thereon.

(Requested by the Selectboard)

Majority Vote Required

Recommendations:

Selectboard:

Insert Yes – 0, No – 0, Abstain – 0.

Recommend Yes – 0, No – 0, Abstain – 0.

Finance Committee: Yes – 0, No – 0, Abstain – 0.

SUMMARY: The purpose of this article is to transfer funds from Free Cash into the Stabilization Fund.

SECTION II: ADDITIONAL FINANCIAL ARTICLES

ARTICLE NO. 10 – FINANCE DIRECTOR - NEW STAFF:

To see if the Town will vote to raise and appropriate and/or transfer from any available source of funds the sum of \$___,000, or any other sum for the purpose of funding a Finance Director; provided, however that no sums shall be expended hereunder unless and until the Town has voted to assess an additional \$___,000 in real estate and personal property taxes pursuant to the provisions of Chapter 59, Section 21C of the Massachusetts General Laws (Proposition 2 ½), or do or act on anything thereon.

(Requested by the Selectboard)

Majority Vote Required

Recommendations:

Selectboard:

Insert Yes – 0, No – 0, Abstain – 0.

Recommend: Yes – 0, No – 0, Abstain – 0.

Finance Committee: Yes – 0, No – 0, Abstain – 0.

SUMMARY: This article is intended to fund the cost of adding an appropriately educated, experienced, and qualified and credentialed Finance Director including salary and benefits. Funding is subject to the approval of a Proposition 2 ½ override

ARTICLE NO. 11 – OUTER CAPE OPIOID REMEDIATION WORK GROUP :

To see if the Town will vote to raise and appropriate and/or transfer from the opioid special purpose fund the sum of \$___,000, or any other sum for the purpose of contributing to the Outer Cape Opioid Remediation Work Group (Outer Cape Wellness Collaborative) or to do or act on anything thereon.

(Requested by the Selectboard)

2/3rd Vote Required

Recommendations:

Selectboard:

Insert Yes – 0, No – 0, Abstain – 0.

Recommend: Yes – 0, No – 0, Abstain – 0.

Finance Committee: Yes – 0, No – 0, Abstain – 0.

SUMMARY: XXX

ARTICLE NO. 12 – SENIOR WORK-OFF ABATEMENT PROGRAM:

To see if the Town will vote to amend its prior acceptance of G.L. Chapter 59, Section 5K, as accepted under Article 30 of the 2004 Annual (or Special?) Town Meeting, for the purpose of increasing the maximum real estate tax reduction allowed under the senior work-off abatement program up to \$2,000 in a given tax year, and further to authorize the Select Board to amend its rules and regulations for this program to be consistent with this vote, or to take any action related thereto.

(Requested by the Selectboard)

Majority Vote Required

Recommendations:

Selectboard:

Insert Yes – 0, No – 0, Abstain – 0. (Recuse)

Recommend Yes – 0, No – 0, Abstain – 0. (Recuse)

Finance Committee: Yes – 0, No – 0, Abstain – 0.

SUMMARY: On October 4th, 2023, Governor Maura Healey signed into law H.4104, better known as the “Tax Relief” bill.

Three sections within this bill affect assessors:

1. Section 2: Amends MGL Chapter 59, Section 5K by increasing the amount a person in a senior tax work-off program can earn each calendar year from \$1,500 to \$2,000.

“SECTION 2. Section 5K of chapter 59 of the General Laws, as so appearing, is hereby amended by striking out, in lines 14 and 39, the figure “\$1,500” and inserting in place thereof, in each instance, the following figure:- \$2,000.”

In 2004, Town Meeting voted to explicitly allow a reduction in real estate taxes up to \$750, this article would allow for a higher reduction of \$2,000 as allowed in the Tax Relief bill.

ARTICLE NO. 13 – SHELLFISH REVOLVING FUND SPENDING LIMIT

(Consent Calendar):

To see if the Town will vote to establish a spending limit for FY2025 of \$60,000.00 for the Shellfish Revolving Fund established pursuant to MGL Chapter 44, Section 53E1/2, or to do or act on anything thereto.

(Requested by the Selectboard)

Majority Vote Required

Recommendations:

Selectboard:

Insert Yes – 0, No – 0, Abstain – 0. (Recuse)

Recommend Yes – 0, No – 0, Abstain – 0. (Recuse)

Finance Committee: Yes – 0, No – 0, Abstain – 0.

SUMMARY: The purpose of this article is to establish the spending limit for the Shellfish Revolving Fund which was established for propagation efforts. The Shellfish Department’s propagation efforts include the seeding of quahogs and oysters in all Wellfleet waterways which also contributes to improving water quality and natural oyster set in our harbor to benefit growers and spat collectors. This revolving fund takes the responsibility for funding the shellfish department’s budget line 180 out of the taxpayer’s pockets and puts it in the hands of those who make their living in the shellfish industry and those who harvest shellfish recreationally. The Shellfish Propagation Revolving Fund revenues will be derived from shellfish grant revenue and permit fees. The Revolving Fund expenditures may be used for the propagation, cultivation, protection, and study of shellfish only.

SECTION III: COMMUNITY PRESERVATION ARTICLES

ARTICLE NO. 14 – COMMUNITY PRESERVATION – ADMINISTRATIVE EXPENSES, DEBT SERVICE, AND ALLOCATION OF RESERVES:

To see if the Town will vote to hear and act on the report of the Community Preservation Committee for the Fiscal Year 2025 and to see if the Town will:

- a) Vote to set aside from the Community Preservation Fund estimated annual revenues for later spending the sum of \$ __, __.00 for open space, the sum of \$ __, __.00 for historic preservation, the sum of \$ __, __.00 for community housing, and the sum of \$ __, __.00 to meet the administrative expenses and all other necessary and proper expenses of the Community Preservation Committee for Fiscal Year 2025, pursuant to G.L. c. 44B, Section 6;
- b) Vote to appropriate from the Community Preservation Fund estimated annual revenues the sum of \$ __,000.00 to fund a portion of the annual debt service obligations for the purchase of Maurice’s Campground, a previously approved by Town Meeting; and
- c) Vote to set aside the sum of \$ __, __.00 to be placed in the 2025 Budgeted Reserve for general Community Preservation Act purposes, or to do or act on anything thereto.

(Requested by the Community Preservation Committee)

Majority Vote Required

Recommendations:

Selectboard:

Insert Yes – 0, No – 0, Abstain – 0.

Recommend Yes – 0, No – 0, Abstain – 0.

Finance Committee: Yes – 0, No – 0, Abstain – 0.

Community Preservation Committee: Yes – 0, No – 0, Abstain – 0.

SUMMARY: XXX

ARTICLE NO. 15 – COMMUNITY PRESERVATION – XXX:

To see if the Town will vote, pursuant to MGL c.44B, to appropriate from the Community Preservation Fund Fiscal Year 2025 Projected Surcharge revenues a sum of \$ __, __.00 and from the Undesignated Fund Balance a sum of \$ __, __.00 for a total sum of \$ __, __.00 to contribute to the cost of, and thereby support, XXX. and to authorize the Selectboard to enter into a grant agreement to set forth the terms and conditions thereof, or do or act anything thereon.

(Requested by the Community Preservation Committee)

Majority Vote Required

Recommendations:

Selectboard:

Insert Yes – 0, No – 0, Abstain – 0.

Recommend Yes – 0, No – 0, Abstain – 0.

Finance Committee: Yes – 0, No – 0, Abstain – 0.

Community Preservation Committee: Yes – 0, No – 0, Abstain – 0.

Housing Authority: Recommends 0-0

Local Housing Partnership: Yes – 0, No – 0, Abstain – 0.

SUMMARY: XXXX

SECTION IV: UNCLASSIFIED ARTICLES

ARTICLE NO. 16 – TO CONVEY A LICENSE AT OLD CHEQUESSETT NECK ROAD TO THE UNITED STATES OF AMERICA FOR ACCESS TO CONSTRUCT AND MAINTAIN A HERRING RIVER RESTORATION PROJECT WATER CONTROL STRUCTURE:

To see if the Town will authorize the Selectboard to convey a license, or a series of licenses, of indefinite term, but at least 99 years, to the United States of America (Cape Cod National Seashore) for the purpose of installing, constructing, operating, maintaining and repairing an access road, for vehicular and pedestrian traffic, from the travelled portion of Old Chequessett Neck Road to property of the United States of America, on a portion of Old Chequessett Neck Road and on property of Wellfleet Conservation Trust, all as shown on a plan entitled “Easement License Plan Herring River Restoration Project Mill Creek Water Control Structure Access Road Wellfleet, MA,” dated October 2, 2023, prepared by Outermost Land Survey, Inc., a copy of which is on file with the Town Clerk, as said plan may be amended, on such terms and conditions as the Selectboard deems to be in the best interests of the Town, and to execute any and all documents and instruments necessary or convenient to carry out the purposes of this article, or to do or act on anything thereon.

(Requested by the Selectboard)

Majority Vote Required

Recommendations:

Selectboard:

Insert Yes – 0, No – 0, Abstain – 0. (Recuse)

Recommend Yes – 0, No – 0, Abstain – 0. (Recuse)

SUMMARY: The Town and Cape Cod National Seashore are undertaking the Herring River Restoration Project to restore tidal flow and revive the extensive ecological and economic benefits provided by a healthy estuary. In connection with the Project, the National Seashore intends to construct and operate a water control structure on its land near or adjacent to 575 Old Chequessett Neck Road. To access that water control structure, an easement right was needed over a portion of 575 Old Chequessett Neck Road and the Town has secured such easement from the Conservation Trust. This article would authorize the Town to provide a license to the National Seashore for access over the easement to construct and maintain the roadway and the Mill Creek Control Structure.

ARTICLE NO. 17 – STRETCH ENERGY CODE - CORRECTION:

REQUEST ARTICLE BE PREPARED BY COUNSEL – CMR Correction

(Requested by the Selectboard)

Majority Vote Required

Recommendations:

Selectboard:

Insert Yes – 0, No – 0, Abstain – 0. (Recuse)

Recommend Yes – 0, No – 0, Abstain – 0. (Recuse)

SUMMARY: XX

SECTION V: CHARTER, BYLAWS, INITIATIVE PETITIONS

ARTICLE NO. 18 – CHARTER AMENDMENTS:

RESERVE FOR CHARTER AMENDMENTS

(Requested by the Selectboard)

Majority Vote Required

Recommendations:

Selectboard:

Insert Yes – 0, No – 0, Abstain – 0. (Recuse)
Recommend Yes – 0, No – 0, Abstain – 0. (Recuse)

SUMMARY: XX

ARTICLE NO. 19 – WASTEWATER COMMISSIONERS / REGULATIONS / ETC.:

RESERVE FOR WASTEWATER OPERATION & MAINTENANCE ARTICLE(s)

(Requested by the Selectboard)

Majority Vote Required

Recommendations:

Selectboard:

Insert Yes – 0, No – 0, Abstain – 0. (Recuse)
Recommend Yes – 0, No – 0, Abstain – 0. (Recuse)

SUMMARY: XX

ARTICLE NO. 20 – PETITIONED ARTICLE – TOWN OF WELLFLEET SCHOLARSHIP PROGRAM:

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

WHEREAS, to address the very high cost of college and the fact that many Wellfleet families have a very difficult time paying for a 4-year degree program for their children;

WHEREAS, we find this an inequity that should be addressed.

NOW, THEREFORE, the Town Meeting votes to establish a Town of Wellfleet Scholarship Program with the following requirements:

- 1) To be eligible a student must be a Nauset High School graduate whose parent(s) live in Wellfleet;
- 2) Applicants must demonstrate a financial need by submitting a completed FAFSA form and provide data for all 529 plans that the applicant is eligible for;
- 3) Applicants must be either applying to or enrolled in a 4-year bachelor's degree program;
- 4) Applicants may renew their scholarship annually if they maintain good grades;
- 5) Applicants must be attending an accredited, not-for-profit college;
- 6) All scholarship payments will be made directly to the colleges;
- 7) The scholarship program will be administered by the Cape Cod Foundation and the Cape Cod Association, which last year provided more than \$54,000 in scholarships to eight (8) Wellfleet families, and more than \$1 million in scholarships to Cape Cod families.

And to raise and appropriate \$100,000 for this scholarship program or take any other action related thereto.
(Citizens Petition)

Majority Vote Required

Recommendations:

Selectboard:

Insert Yes – 5, No – 0, Abstain – 0.

Recommend Yes – 1, No – 3, Abstain – 0. (1 Recuse)

Finance Committee: Reserve recommendation to Town Meeting

SUMMARY:

ARTICLE NO. 21 – HOME RULE PETITION - PESTICIDE REDUCTION

To see if the Town will vote to authorize and direct the Select Board to petition the Great and General Court of the Commonwealth of Massachusetts for special legislation, authorizing the Town to adopt a Pesticide Reduction Bylaw (the bylaw), the text of which is set forth below, and to authorize the General Court, with the approval of the Select Board, to make changes of form to the text thereto as may be necessary or advisable in order to accomplish the intent and public purpose of this legislation in order to secure passage; and vote to adopt the bylaw as follows:

CHAPTER PESTICIDE REDUCTION BYLAW

§1. Purpose.

The purpose of this bylaw is to reduce toxic pesticide use in and on public and private property in the Town of Wellfleet in order to promote a healthy environment and to protect the public from the hazards of pesticides, and for implementation of sustainable land and building management practices on all public and private property.

§2. Findings.

A. Scientific studies associate exposure to pesticides with asthma, cancer, developmental and learning disabilities, nerve and immune system damage, liver or kidney damage, reproductive impairment, birth defects, and disruption of the endocrine system.

B. Infants, children, pregnant women, the elderly, and people with compromised immune systems and chemical sensitivities are especially vulnerable to pesticide effects and exposure.

C. Pesticides are harmful to pets and wildlife, including threatened and endangered species, soil microbiology, plants, and natural ecosystems.

D. Toxic runoff from chemical fertilizers and pesticides pollute streams, lakes, estuaries, and drinking water sources.

E. The use of pesticides is not necessary to create and maintain green lawns and landscapes given the availability of viable alternatives practices and products.

F. People have a right not to be involuntarily exposed to pesticides in the air, water or soil that inevitably result from chemical drift and contaminated runoff.

G. Sustainable land and building management practices that emphasize non-chemical methods of pest prevention and management, and least-toxic pesticide use as a last resort, will eliminate the use of and exposure to pesticides while controlling pest populations.

H. Sustainable land and building management practices complement other important goals of Wellfleets' maintenance and administration, such as energy conservation and security.

I. Wellfleet embraces a precautionary approach to the use of pesticides in order to adequately protect people and the environment from the harmful effects of pesticides.

J. Application of chemicals simply for aesthetic/cosmetic purposes has harmful consequences for our ecosystem, children and pets. Pollinators are directly harmed by applications particularly the indiscriminate (and long-term ineffective) spraying of pesticides.

§3. Authority.

This bylaw is adopted under authority granted by the Home Rule amendment to the Massachusetts Constitution and the provisions of any Special Legislation passed by the Legislature.

§4. Definitions.

For the purposes of this bylaw, the following definitions shall apply:

Allowed Materials List - The list of acceptable pesticides is limited to the following:

1) All non-synthetic (natural) materials, with the exception of prohibited non-synthetic materials under 7 CFR 205.602;

2) Any synthetic material listed at 7 CFR 205.601 that is labeled for turf uses, subject to discretionary authority to require disclosure of inert ingredients; and

3) 25b listed pesticides under the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA).

Inert ingredient - Any substance (or group of substances with similar chemical structures if designated by the Environmental Protection Agency) (EPA) other than an active ingredient that is intentionally included in any pesticide product (40 CFR 152.3(m)) [7 CFR 205.2 Terms defined.], and are not classified by the EPA Administrator as inserts of toxicological concern. [7 U.S.C. 6502(21) Definitions]

Non-synthetic (natural) materials - A substance that is derived from mineral, plant, or animal matter and does not undergo a synthetic process as defined in section 6502(21) of the Organic Foods Production Act. For the purposes of this part, 'non-synthetic' is used as a synonym for natural as the term is used in the regulations. [7 CFR 205.2 Terms defined.]

Pesticide - Any substance or mixture of substances intended for: (i) preventing, destroying, repelling, or mitigating any pest; (ii) use as a plant regulator, defoliant, or desiccant; or (iii) use as a spray adjuvant such as a wetting agent or adhesive. The term 'pesticide' includes insecticides, herbicides, fungicides, and rodenticides, but does not include cleaning products other than those that contain pesticidal agents.

Synthetic materials - A substance that is formulated or manufactured by a chemical process or by a process that chemically changes a substance extracted from naturally occurring plant, animal, or mineral sources, except that such term shall not apply to substances created by naturally occurring biological processes. [7 U.S.C. 6502(21) Definitions]

§5. Prohibitions.

The application of any Pesticide that is not on the Allowed Material List is prohibited, except as permitted in this bylaw.

§6. Exceptions.

A. The application of the following Pesticides is allowed:

1. Indoor pest sprays and insect baits (excluding rodent baits)
2. Insect repellants for personal and household use
3. Pet: Flea and tick sprays, powders, and pet collars
4. Kitchen, laundry, and bath disinfectants and sanitizer
5. Products labeled primarily to kill mold and mildew
6. Usage for commercial farming and nurseries.

B. Pesticides for the treatment of invasive plants for ecological restoration (see Massachusetts Invasive Plant Advisory Group current lists of Invasive, Likely Invasive, and Potentially Invasive <https://www.massnrc.org/mipag/>) may be used upon the grant of a waiver by the Town Manager or authorized designee.

C. If an emergency public health situation warrants the use of Pesticides, which would otherwise not be permitted under this bylaw, the Town Manager or authorized designee shall have the authority to grant a temporary waiver on a case-by-case basis after an evaluation of all alternative methods and materials.

§7. Enforcement.

The enforcement authority shall be the Town Administrator, or any town officials as designated by the Select Board to oversee and enforce the provisions of this bylaw.

§8. Penalties.

Any person who violates any provision of this bylaw shall be punished by a fine of one hundred dollars (\$100.00) for the first offense and three hundred dollars (\$300.00) for each offense thereafter. Each day or portion thereof during which a violation continues shall constitute a separate offense and a violation of each provision of the bylaw shall constitute a separate offense.

If the offender is a commercial applicator, the right to do business in Wellfleet may be revoked.

§9. Severability.

The provisions of this bylaw are hereby declared to be severable. If any provision, paragraph, sentence, or clause of this bylaw or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this bylaw.

Provided, that this bylaw is subject to the Town obtaining special legislation from the Great and General Court of the Commonwealth of Massachusetts authorizing the Pesticide Reduction Bylaw as aforesaid; or to take any other action relative thereto.

(Requested by the Selectboard)

Majority Vote Required

Recommendations:

Selectboard:

Insert Yes – 0, No – 0, Abstain – 0. (Recuse)

Recommend Yes – 0, No – 0, Abstain – 0. (Recuse)

SUMMARY: The article authorizes the Select Board to file special legislation authorizing the adoption of the proposed bylaw as the application of pesticides in Wellfleet is currently primarily regulated by state and federal law. This article also proposes the adoption of a bylaw that seeks to reduce toxic pesticide use in and on public and private property in order to promote a healthy environment and to protect the public from the hazards of pesticide use. It does not prohibit businesses from selling products containing pesticides to anyone.

ARTICLE NO. 22 – HOME RULE PETITION – AUTHORIZE TOWN OF WELLFLEET TO ESTABLISH A REAL ESTATE TRANSFER FEE:

To see if the Town will vote to authorize the Selectboard to petition the General Court to enact a special act of the Town of Wellfleet, the text of which is set forth below, and that the General Court be authorized to make clerical or editorial changes of form only to the bill so submitted, unless the Selectboard approves amendments to the bill before enactment by the General Court; and further that the Selectboard is hereby authorized to approve amendments which shall be within the scope of the general public objectives of this petition.

AN ACT AUTHORIZING THE TOWN OF WELLFLEET TO ESTABLISH A REAL ESTATE TRANSFER FEE

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

SECTION 1. For purposes of this act, the words and phrases set forth in this section shall have the following meanings:

"Purchaser", shall refer to the transferee, grantee or recipient of any real property interest.

"Purchase price", all consideration paid or transferred by or on behalf of a purchaser to a seller or his nominee, or for his benefit, for the transfer of any real property interest, and shall include, but not be limited to, all cash or its equivalent so paid or transferred; all cash or other property paid or transferred by or on behalf of the purchaser to discharge or reduce any obligation of the seller; the principal amount of all notes or their equivalent, or other deferred payments, given or promised to be given by or on behalf of the purchaser to the seller or his nominee; the outstanding balance of all obligations of the

seller which are assumed by the purchaser or to which the real property interest transferred remains subject after the transfer, determined at the time of transfer, but excluding real estate taxes and other municipal liens or assessments which are not overdue at the time of transfer; the fair market value, at the time of transfer, of any other consideration or thing of value paid or transferred by or on behalf of the purchaser, including, but not limited to, any property, goods or services paid, transferred or rendered in exchange for such real property interest.

"Real property interest", shall refer to any present or future legal or equitable interest in or to real property, and any beneficial interest therein, including the interest of any beneficiary in a trust which holds any legal or equitable interest in real property, the interest of a partner or member in a partnership or limited liability company, the interest of a stockholder in a corporation, the interest of a holder of an option to purchase real property, the interest of a buyer or seller under a contract for purchase and sale of real property, and the transferable development rights created under chapter 183A of the General Laws; but shall not include any interest which is limited to any of the following: the dominant estate in any easement or right of way; the right to enforce any restriction; any estate at will or at sufferance; any estate for years having a term of less than 30 years; any reversionary right, condition, or right of entry for condition broken; and the interest of a mortgagee or other secured party in any mortgage or security agreement.

"Seller", shall refer to the transferor, grantor or immediate former owner of any real property interest.

"Seasonal" shall be defined as a period commencing April 1 of each calendar year and termination November 30 of the same calendar year.

"Time of transfer" of any real property interest shall mean the time at which such transfer is legally effective as between the parties thereto, and, in any event, with respect to a transfer evidenced by an instrument recorded with the appropriate registry of deeds or filed with the assistant recorder of the appropriate registry district, not later than the time of such recording or filing.

"Town" shall refer to the Town of Wellfleet acting by and through its Selectboard.

SECTION 2. There is hereby imposed a Real Estate Transfer Fee equal to (A.) fee in the amount of one (1) percent of said purchase price shall be due and payable by the seller; and (B.) a fee in the amount of one (1) percent of said purchase price shall be due and payable by the purchaser upon the transfer of any real property interest in any real property situated in the Town of Wellfleet. Said fee shall be the liability of the buyer and seller of such property interest, and any agreement between the purchaser and the seller or any other person with reference to the allocation of the responsibility for bearing said fee shall not affect such liability of the purchaser. The fee shall be paid to the Town of Wellfleet. The first \$50,000 collected in each fiscal year shall be deposited in the Town's Capital Improvement Stabilization Fund. The remaining funds collected each fiscal year shall be deposited into the Wellfleet Affordable Housing Trust.

SECTION 3. The following transfers of real property interests shall be exempt from the Real Estate Transfer Fee:

- A. First-time homebuyers who live in the home for at least five (5) years. A lien shall accompany the deed stating that “There is running with the land a lien equal to the amount of fee exempted, plus accumulated interest and penalties until such time as all conditions of this sub-section are met.”
- B. Transfers to the Government of the U.S., The Commonwealth, the Town of Wellfleet and any of their instrumentalities agencies or sub-divisions, such as the Wellfleet Housing Authority and The Wellfleet Housing Trust.
- C. Transfers made without additional consideration to confirm, correct, modify or supplement a transfer previously made.
- D. Transfers of convenience with consideration under \$100.00 which include: name change, into trusts, out of trust, etc.
- E. Transfers to any charitable organization as defined in Clause Third of Section Five of Chapter 59 of the General Laws or any religious organization providing that the real property interests so transferred will be held solely for public charitable or religious purposes.
- F. Transfers between immediate family members, marriage partners, parents and children, grandchildren, step-parents and step-children, brothers and sisters, or beneficiaries of an estate.
- G. 120% of the previous fiscal year’s median single-family home assessed value as assessed by the Wellfleet Town Assessor. This exemption shall not apply to properties occupiable on a seasonal basis only. This exemption shall not apply to properties with a sale price above \$2,000,000.

SECTION 4.

- A. The fee imposed shall be due at the time of the transfer of the real property interest.
- B. The buyer shall pay interest on any unpaid amount of the fee at the rate the Town collects on unpaid Real Estate Taxes.
- C. The Town shall notify a buyer by Registered or Certified Mail of any failure to discharge the amount in full of fee due.
- E. The fee shall be paid to the Wellfleet, or its designee, and shall be accompanied by a copy of the deed or other instrument evidencing such transfer, if any, and an affidavit signed under oath or under the pains and penalties of perjury by the purchaser or his legal representative and the seller or his legal representative, attesting to the true and complete purchase price and the basis, if any, upon which the transfer is claimed to be exempt in whole or in part from the fee imposed hereby. The Town, or its designee, shall promptly thereafter execute and issue a certificate indicating that the appropriate fee has been paid or that the transfer is exempt from the fee, stating the basis for the exemption. The register of deeds for Barnstable County, and the assistant recorder for the registry district of Barnstable County, shall neither record nor register, or receive or accept for recording or registration, any deed, except a mortgage deed, to which has not been affixed such a certificate executed by the Town or its designee. The Town is authorized to provide for the collection and securing a lien of any outstanding transfer fee. The Town shall have such remedies to collect said amount as provided by law with respect to the

collection of real property taxes. Failure to comply with this requirement shall not affect the validity of any instrument.

SECTION 5. Annual Report. The Town shall prepare and issue an annual report that (i) identifies fee receipts by payer category and unit type; and (ii) quantifies housing programs funded, including type and purpose.

SECTION 6. Severance Clause. The determination or declaration that any provision of this act is beyond the authority of the General Court or is preempted by law or regulation shall not affect the validity or enforceability of any other provisions.

SECTION 7. This Act shall take effect on passage.

(Requested by the Selectboard)

Majority Vote Required.

Recommendations:

Selectboard:

Insert Yes - 5, No - 0, Abstain - 0.

Recommend Yes - 5, No - 0, Abstain - 0.

SUMMARY: This home rule petition establishes a real estate transfer fee within the Town of Wellfleet. The income generated by this fee will solely fund small capital projects and housing in the town. Wellfleet needs as many funding sources as possible to address our housing crisis. This fee is assessed on the sale of a property 120% over the median home value and excludes transfers between family members or beneficiaries of estates. Only the sale value over 120% of the median would be subject to the fee. This fee creates a modest but consistent source of revenue of approximately \$250,000 in a typical year and is sorely needed to start addressing Wellfleet’s housing issues. The median sale price in of a single-family home in Wellfleet was \$940,000 in 2022.

SECTION VI: STANDARD ANNUAL ARTICLES

Voted on together as part of a consent agenda

ARTICLE NO. 23 - SURPLUS PROPERTY DISPOSAL:

To see if the Town will vote to authorize the Town Administrator or his/her designee to dispose of personal property by trade-in or sale, or to do or act on anything thereon.

(Requested by the Selectboard)

Majority Vote Required

Recommendations:

Selectboard:

Insert Yes - 0, No - 0, Abstain - 0.

Recommend Yes - 0, No - 0, Abstain - 0.

SUMMARY: This is an annual request that provides the Town Administrator to sell, trade-in or dispose of surplus property on behalf of the Town.

ARTICLE NO. 24 - COLLECTION OF TAXES:

To see if the Town will vote in accordance with G.L. c. 41, sec. 38 to authorize the Town Collector to use all means for collecting taxes, which the Treasurer may use when appointed Collector, or to do or act on anything thereon.

(Requested by the Selectboard)

Majority Vote Required.

Recommendations:

Selectboard:

Insert Yes - 0, No - 0, Abstain - 0.

Recommend Yes - 0, No - 0, Abstain - 0.

SECTION VII: STANDARD CLOSING ARTICLES

ARTICLE NO. 25 - REPORTS OF BOARDS AND COMMITTEES:

To hear reports of the Selectboard, Town Officers, and all other Committees and to act thereon, or do or act on anything thereon.

(Requested by the Selectboard)

Majority Vote Required

Recommendations:

Selectboard:

Insert Yes - 0, No - 0, Abstain - 0.

Recommend Yes - 0, No - 0, Abstain - 0.

ARTICLE NO. 26 - OTHER BUSINESS:

To act on any other business that may legally come before the meeting.

(Requested by the Selectboard)

Majority Vote Required

Recommendations:

Selectboard:

Insert Yes - 0, No - 0, Abstain - 0.

Recommend Yes - 0, No - 0, Abstain - 0.

ANNUAL TOWN ELECTION WARRANT

Monday April 29, 2024

The Commonwealth of Massachusetts

To either of the Constables in the Town of Wellfleet in the County of Barnstable:

GREETINGS:

In the name of the Commonwealth of Massachusetts you are hereby required to notify and warn the inhabitants of the Town of Wellfleet qualified to vote in Town Affairs, to meet at the **WELLFLEET ADULT COMMUNITY CENTER, 715 OLD KING'S HIGHWAY in Wellfleet on Monday the 29th day of April, 2024, between twelve o'clock noon and seven o'clock p.m.**, then and there to vote for the election of the following Town officer: one Moderator for one year; two for Selectboard for three years; one for the Wellfleet Elementary School Committee for three years; two for the Board of Library Trustees for three years; ; one for the Board of Library Trustees for one year; one for the Cemetery Commission one for three years; one for the Housing Authority for five years. Also, to vote on the following questions:

Question 1: XXX

Majority Vote Required

2024 ANNUAL TOWN ELECTION WARRANT

And you are hereby directed to serve these warrants by posting attested copies thereof, one in the Post Office in Wellfleet and one in the Post Office in South Wellfleet, fourteen (14) days at least before the date of said meetings.

Hereof fail not and make do return of these warrants with your doings thereon, to the Town Clerk, at the time and place of said meetings.

Given under our hands this ___rd day of _____ 2024.

Wellfleet Selectboard

Barbara Carboni, Chair

John A. Wolf, Vice Chair & Clerk

Ryan Curley, Member

Timothy Sayre, Member

Michael F. DeVasto, Member

Constable's Return of Service

I have served the foregoing warrant by posting attested copies thereof in the Post Office in Wellfleet and the Post Office in South Wellfleet in the Town on _____, which is at least seven (14) days before the date of said meeting, as within directed.

Date: _____

Constable: _____

APPENDIX A
(BUDGET DETAIL)



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 6, 2024

IX

BUSINESS

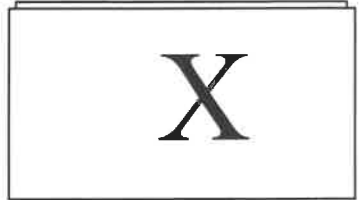
~ D ~

REQUESTED BY:	Barbara Carboni ~ Selectboard Chair
DESIRED ACTION:	To give an update on the status of the ice machine at the pier
PROPOSED MOTION:	No motion is needed for this agenda item.
ACTION TAKEN:	Moved by: _____ Seconded By: _____ Condition(s):
VOTED:	Yes: ___ No: ___ Abstain: _____



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 6, 2024



SELECTBOARD REPORTS:

Reported by:	Topic:



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 6, 2024

XI

TOPICS FOR FUTURE DISCUSSION

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



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 6, 2024

XII

MINUTES

REQUESTED BY:	Executive Assistant
DESIRED ACTION:	Approval of Meeting Minutes for January 16, 2024, January 30, 2024.
PROPOSED MOTION:	I move to approve the minutes of January 16, 2024, and January 30, 2024; as written in draft form.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

**Wellfleet Selectboard
Hybrid Meeting
715 Old King's Highway ~ Zoom
Tuesday January 16, 2024; 6pm
Meeting Minutes**

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

Others Present: Rich Waldo, Town Administrator; Silvio Genoa, Assistant Town Administrator; Rebekah Eldridge, Executive Assistant; Lt. Turner, Police Chris Merl, Brad Morse, Diane Brunt, Lydia Vivante, Deb Mattingly, Jude Ahern, Julie Seaberry, Wellfleet Spirit Shop; Alan Kogos, Seaside Liquors; Lisa Brown, WOA

Chair Carboni Called the meeting to order at 6:07pm

I. *Announcements and Public Comments*

Note: Public comments are limited to no more than three minutes per speaker. A speaker may speak once during open comments. The Board will not deliberate or vote on any matter raised solely during Announcements & Public Comments.

Chair Carboni asked the board if there were any comments or announcements from the board. Sayre spoke to the board and public about the “out of control budget” he read a statement. Chair Carboni spoke to the public about the working meeting being held on the 30th of January.

She read the speech conduct to into the record and then asked the public to come to the microphone for public comments.

Vivante spoke to the board as a Wellfleet Recycling Committee and gave information on fixing household items an event would be held and

Mattingly spoke to the board about the hiring process for the Shellfish Advisory Board. And the personnel board.

Merl spoke to the board about the shellfish position stating that it is a misappropriation of funds. He spoke for the three minutes allowed.

Seaberry spoke to the board about the Wellfleet Oyster Festival, she spoke to her concerns about the festival, she spoke about the issues she had, and her business being affected.

Ahern spoke to the board and public asking when the board was going to discuss the charter. She spoke about the watershed permit and explained this is very important.

She spoke about her comments at the previous meeting being omitted.

Brunt spoke to the board about not responding to the public and the shellfish department position. She continued to read the statement.

Morse spoke to the board about the complaint process. He also stated he has issues with the 2023 audit. He stated he also had issues with the principal clerk.

II. *Consent Agenda*

A. Appoint Nancy Gralla from Alternate to voting member on the Wellfleet Recycling Committee.

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

Roll Call Vote: 5-0

III. Public Hearings

- A. Wellfleet Preservation Hall, application filed December 14, 2023, change of manager from Janet Lesniak to Kate Ryan for their annual alcohol license. Chair Carboni opened the hearing at 6:33pm; she read the hearing notice. She asked if anyone was in the meeting to address any concerns, there was no one on from Preservation Hall to answer questions but the board agreed that this was a standard occurrence with no issues.

Board Member Wolf moved; Board Member Curley Seconded; and it was voted to approve the change of manager from Janet Lesniak to Kate Ryan for their annual Alcohol License.

Roll Call Vote: 5-0

Chair Carboni Closed the public hearing.

Chair Carboni Opened the next public hearing at 6:35pm

- B. Deliberate and Vote on the amendments proposed to the Town of Wellfleet's Liquor License Rules and Regulations; a copy of the changes will be provided in the Selectboard packet and at the town administration office.

Chair Carboni introduced this item and asked Curley to speak about the changes. He stated that it was mainly just adjusting the fee schedule.

Sayre spoke to the board about the minimum hours of the business, and having issues with telling them when they can and can't be open.

DeVasto spoke stating that he thinks this should be kept in the regulations as written. The board continued discussion on the hours of operation for the businesses. Kogo spoke to the board about the minimum hours having no issues as long as there is some leeway for him. He also thanked the board for the reduced fees for annual liquor licenses. Bacon spoke to the board about the Massachusetts Blue Laws.

Board Member Wolf Moved; Chair Carboni Seconded and it was voted to amend the section of the regulations having to do with minimum hours of operations for alcoholic package goods store, stating the businesses should be open from a minimum of 10hours during the period of the license.

The board discussed more of the hours.

Board Member Wolf Moved; Board Member Curley Seconded; and it was voted to amend the previous motion to a minimum of operation to 9 hours hour of operation per day.

Roll call Vote: 5-0

The board discussed the hours of operation.

Merl spoke to the board, suggesting 10am to 6pm? Allowing the store owners to decide their opening hours. Seaberry and Togos spoke to the board giving their suggestions as they are the two year-round businesses.

Board Member Curley Moved; Board Member Sayre Seconded; and it was voted to approve the revisions to the town of Wellfleet's Liquor Licenses Rules and Regulations as amended, to go into effect January 17, 2024.

Roll Call Vote: 5-0

Chair Carboni Closed the public hearing.

IV. Licenses

A. Common Victualler

- Gelato Joy Café
- Wellfleet Preservation Hall

Board Member Sayre Moved; Board Member Curley Seconded; and it was voted to approve the renewal of the Common Victualler licenses for the above licenses.

Roll Call Vote: 5-0

B. Weekday Entertainment

- Wellfleet Preservation Hall

Board Member Curley Moved; Chair Carboni Seconded; and it was voted to approve the renewal of the Weekday Entertainment Licenses for the businesses listed above.

Roll Call Vote: 5-0

V. Use of Town Property

- A. Wellfleet Oyster Alliance ~ Wellfleet Oyster Fest ~ October 15, 2024; October 23, 2024~ this includes, set up and clean up. Please see the packet for full details. Board Member DeVasto stated he has recused himself from this agenda item.**

Brown spoke to the board stating the Oysterfest of 2023 was successful with little to no incidents to report. She spoke about Seaberry's concerns for deliveries. She continued talking about the application and the details of the festival. She addressed the alcohol issues and not allowing outside liquor into the festival. Talking about liability. The fee for this event was discussed. Bacon spoke to the board about this application. There was more discussion on this application with the board deciding that the fees will need to be discussed at greater length. Seaberry spoke to the board about the issues she has with the application at great length. Brown responded to the issues and stated she has no problem waiting for approval until after the meeting on January 22, 2024, to get more input from the businesses and people affected by the oysterfest.

NO ACTION WAS TAKEN AT THIS MEETING

- B. Second Summer Cycle, Inc ~ Patrick Lentell, September 15, 2024, 10am-4:00pm ~ various roads in Wellfleet for a bike ride from Mashpee to Provincetown.**

Lentell spoke to the board about his event, stating that the event was supposed to take place last year, but it was requested by Wellfleet and Provincetown stating the damage from Hurricane Lee. He gave specifics of the road race. There were no comments from the board.

Board Member Wolf Moved; Board Member Curley Seconded and it was voted to approve the use of various roads throughout Wellfleet to Cape Cod Chamber of Commerce on September 17, 2023. For a fee of \$500 and all police details to be worked out with the Wellfleet Police Department within at least two-weeks of the event,

Board Member Wolf Amended the original Motion; Board Member Curley Seconded; and it was voted to approve the amendment: if the fee has been previously paid there would be no fee incurred by the applicant.

Roll Call Vote: 5-0

- C. Challenger Sports ~ Scott Francis ~ Baker's Field (Soccer Field) ~ Monday August 19, 2024, to Friday August 23, 2024, 8am – 12pm.

NO ACTION WAS TAKEN

VI. *Business*

- A. Process for Town Administrator search

The board discussed the hiring process and the way they would go about the search process, would they hire a firm or a consultant. They discussed this process at great length.

The administration was asked to begin the work for potential vendors to do a town administrator search. The board questioned Waldo about his experience with Rick White. Waldo gave a good review of his experience.

Board Member DeVasto Moved; Board Member Curley Seconded, and it was voted to have town administration to use the previous solicitation for services needed for consultants in the search for a town administrator.

Roll Call Vote: 5-0

VII. *Selectboard Reports*

Sayre reported that he received a letter from Susan Reverby regarding the dredging. He stated her information was inaccurate.

VIII. *Topics for Future Discussion*

Budget and Audit were proposed to be on the next agenda.

The board discussed the audit of 2022 and 2023 and doing both presentations together. The board agreed they will wait. The budget will be on the February 6, 2024, agenda.

Sayre wants the personnel board on the next agenda. Chair Carboni would like to have advice from administration on the roll of the personnel board with a human resources director hired by the town.

IX. *Minutes*

- A. January 9, 2024

Board Member Sayre Moved; Board Member Wolf Seconded; and it was voted to approve the meeting minutes of January 9, 2024, as drafted.

Roll Call Vote: 5-0

X. *Adjournment*

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

Roll Call Vote: 5-0

Meeting adjourned: 8:20pm

Public Documents:

Application from Nancy Gralla to be a voting member on the recycling committee.

Application from Wellfleet Preservation Hall for change of manager.

Wellfleet Alcohol Rules and Regulations changes

Use of town property application for Wellfleet Oyster Festival

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

*Use of town property application for Second Summer Cycle
Use of town property application for Challenger Sports
Meeting Minutes of January 9, 2024*

**Wellfleet Selectboard
Hybrid Meeting:
75 Old King's Highway/Zoom
Tuesday January 30, 2024; 5pm
Meeting Minutes**

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

Others Present: Rich Waldo, Town Administrator; Silvio Genoa, Assistant Town Administrator; Rebekah Eldridge, Executive Assistant; Kevin LaRocco, Police Chief; Michael Turner, Daniel Almas, Kathleen Bacon, Brad Morse, Diane Brunt, Maurice Grunberg

Chair Carboni Called the meeting to order at 5:05pm

I. *Announcements and Public Comments*

Note: Public comments are limited to no more than three minutes per speaker. A speaker may speak once during open comments. The Board will not deliberate or vote on any matter raised solely during Announcements & Public Comments.

Chair Carboni asked for announcements, Curley stated he was the person to ask for a change of venue, he stated his concern was for capacity. Chair Carboni read the conduct of speech document to the board and the public.

Bacon came to the microphone and spoke about the community's trust in the selectboard is at an all time low. She spoke about the lack of ethics and gave the example that a member of the selectboard handed out a document from town counsel to the shellfish advisory board without the board's knowledge.

Curley stated that he doesn't feel this is a working meeting. Chair Carboni stated that she sought opinion from town counsel about taking votes and town counsel informed her that the board was free to take any action they choose.

Morse spoke to the board stating he would like to address Bacon's comment, giving his explanation of his actions.

Brunt spoke to the board stating about asking the board and town administration about public complaints. She stated she felt the board was stalling on the reinstating on the personnel board, and the complaint process.

Grunberg spoke to the board stating his complaints to the library noise haven't been addressed.

II. *Board Action – Police Department*

A. Appointment of Daniel Almas as Full Time Police Officer.

Chair Carboni asked Chief LaRocco to come to the table. He introduced Almas to the board and public. He gave Almas's background stating he was ready to go to the academy and just needed the board's support to attend the academy.

Board Member Curley Moved; Board Member DeVasto Seconded; and it was voted to appoint Daniel Almas as a full-time police officer for the town of Wellfleet effective once completion of Massachusetts Police Academy.

Roll Call Vote: 5-0

- B. Promotion of Lieutenant Michael Turner to position of Deputy Chief
Lt. Turner was asked to come to the table, LaRocco spoke to the board about Turner's accomplishments in the town of Wellfleet and read some background information on Turner. He stated he is the most senior staff and deserves this promotion. Sayre questioned Turner about what the FBI course that he had previously taken was about. Chair Carboni asked the board and public to offer any comments on Lt Turner. DeVasto thanked Turner for his many years of service to the town. Curley spoke to that as well and thanked Turner for his leadership. Turner thanked the board for this opportunity.

Board Member Moved; Board Member Seconded, and it was voted to approve the promotion of Michael Turner to the position of Deputy Chief effective February 5, 2024, pending contract negotiations with the Town Administrator.

Roll Call Vote: 5-0

III. ***Board Action – Town Accountant***

- A. Appointment of Suzanne Moquin as Town accountant by the Town Administrator. The Selectboard will vote to approve the Town Administrator's appointment within the fourteen-day notice period.
Chair Carboni asked Waldo to present the next agenda item. Waldo stated that after 13 months of searching and the town being without a town accountant, they administration was able to recruit this person and interview her about experience and expectations for the town. He gave a brief update on her previous experience in other towns as an accountant. Chair Carboni asked the board for questions and comments, DeVasto stated he felt it was great the town has someone who knows Massachusetts finance law. Wolf spoke about her previous experience. Genoa spoke to the board stating that Moquin will be able to teach the finance team more about municipal finances. Curley brought up her lack of being able to certify free cash and his unwillingness to support this. DeVasto stated that this was a newspaper article. The board discussed this. Remote work was discussed.

Board Member DeVasto Moved; Board Member Wolf Seconded; and it was voted to waive the selectboard's 14 day right of disapproval of the Wellfleet Charter and approve the hire of the town accountant.

Discussion followed; Wolf made a statement that the town has the opportunity to hire someone with experience and the ability to educate the staff about municipal finance. HE stated this is a chance the board needs to take. Chair Carboni spoke to the board stating she feels this isn't a chance this is someone who wants to come to Wellfleet and help with the financial issues.

Roll Call Vote: 3-0 (Sayre and Curley voted no)

IV. ***Board Action – Appointment of Interim Town Administrator***

- A. Discussion of candidates and vote on appointment of Interim Town Administrator.
Board Member Curley asked the board to have some discussion on each applicant. The board began with Harry Terkanian, stating that he has worked for the town in the past and has experience with the town. Wolf stated the one thing that bothered

him was the amount of time that Terkanian was willing to spend in the roll and his lack of being proactive, the board continued discussion.

There was a disruption in the meeting, so Chair Carboni took a five-minute recess.

The meeting came back to order at 6:06pm.

The board continued discussion on Terkanian.

The board moved onto Elizabeth Hartgrove, DeVasto spoke of her experience and stated there are other candidates that have a strong background and gave reasons why he doesn't feel she would be ready for this job. He spoke about her strengths. Wolf gave his opinion about her being a good candidate but maybe for ATA not TA. Curley stated he was impressed with her interview as was Sayre, stating he has heard pros and cons from staff about her being hired.

The board discussed her and then moved on to Tom Guerino and discussed his experience and abilities to do the job.

Kenneth Eldridge was the next candidate to be discussed and the board discussed his ability to work in the municipal part of the town. Stating he has a lot of private sector experience but not much municipal experience. The board finished their discussions and then decided to rank their top two candidates.

Tom and Harry were the top candidates for this position. The board discussed both candidates.

They did a straw poll, and it was decided that Tom was the candidate they would choose.

Chair Carboni Moved, Board Member Curley Seconded, and it was voted to appoint Tom Guerino as interim Town Administrator subject to successful contract negotiations consistent with the charter and, should contract negotiations be unsuccessful to appoint Harry Terkanian as interim Town Administrator subject to successful contract negotiations.

Roll Call Vote: 5-0

Board Member Curley moved, Board Member Sayre Seconded; and it was voted to approve that the

Roll Call Vote: 509

V. *Complaint Process*

- A.** Administration staff will present the board with a draft policy on complaints for discussion and potential votes.

The board moved on to the complaint process for the town. Genoa spoke to the draft policy on complaints and explained to the board this was a lean draft and take a look at and make comments and then the administration will make the changes. The board discussed the policy and how to move forward. They discussed the options they could take. Genoa gave advice on how the board could move forward with complaints, dealing with department heads all the way to the selectboard. The board went paragraph by paragraph with the draft policy.

The board agreed after much discussion to table this and send their amendments to administration.

VI. *Personnel Board*

- A.** Current Status

The board moved onto discussion of the personnel board and the status of it.

Waldo spoke to the board about the personnel board stating right now there is not

a current acting board. He spoke about the Collins Center report, stating that the board should disband the personnel board as the town now has a human resource department. The board discussed the board and their options moving forward.

This will be discussed at another meeting.

VII. *Town Counsel Opinion on Shellfish Department Deputy Position*

A. Waiver of Attorney – client privilege

Chair Carboni spoke to the board about waiving attorney client privilege. The board discussed allowing decisions from town counsel to be released without a board vote. Chair Carboni stated she was not comfortable releasing any opinion from town counsel without the board's vote or knowledge. The board discussed allowing the chair to make the decision to release town counsel's opinion if they feel it, isn't a detrimental issue.

Board Member DeVasto Moved; Board Member Wolf Seconded; and it was voted to authorize the chair of the selectboard to make a determination as to the confidential nature of a legal opinion and to then release it to another public body and or the public at large.

Roll Call Vote: 5-0

CHECK MEETING

B. Release of opinion

The board moved on to releasing the opinion that was asked by the shellfish advisory board.

Board Member DeVasto Moved; Board Member Wolf Seconded; and it was voted to release to the public the attorney's opinion pertaining to the shellfish department's hire.

Roll Call Vote: 5-0

VIII. *Adjournment*

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

Roll Call Vote: 5-0

The meeting was adjourned at 9:20pm

*****Public Documents*****

Police Department Documents for full time police officer

Police Department Documents for promotion of Deputy Chief

Interim Town Administrator's resumes

Draft Policy for complaint process

Town Counsel Opinion on the Shellfish Department hire



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 6, 2024

XIII

ADJOURNEMENT

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