



Wellfleet Selectboard

Note: Start Time of 6pm

The Wellfleet Selectboard will hold a public meeting on **Thursday, February 22, 2024, at 6:00 p.m.** This is a hybrid meeting located at 300 Main Street, Town Hall Basement Conference Room. 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 and dial *6 to unmute once 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, and a speaker will be allowed to speak only once. The Board will not deliberate or cote on any matter raised solely during Announcements & Public Comments.

II. *Health Department Grant Approval*

A. C.A.P.E. Public Health Collaborative Inter-Municipal Agreement (IMA) for the Public Health Excellence for Shared Services Grant.

III. *Budgets*

A. Town Clerk ~ Jennifer Congel

B. Inspectional Services

- Building Department
- Health Department

- Conservation Department
- C. Enterprise Funds
 - Water
- IV. ***Town Meeting Date***
 - Potential of date change - discussion
- V. ***Draft Town Meeting Warrant***
 - Review and Discuss
- VI. ***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 22, 2024

I

ANNOUNCEMENTS AND PUBLIC COMMENTS

REQUESTED BY:	Wellfleet Selectboard
DESIRED ACTION:	Announcements to the board and public
PROPOSED MOTION: SUMMARY:	<i>NOTE: Public comments are limited to no more than three minutes per speaker and be allowed to speak 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 22, 2024

II

HEALTH DEPARTMENT

~ A ~

REQUESTED BY:	Health Agent ~ Heith Martinez
DESIRED ACTION:	To approve the approve the C.A.P.E. Public Health Collaborative Inter-Municipal Agreement (IMA) for the Public Health Excellence for Shared Services Grant.
PROPOSED MOTION:	I move to approve the C.A.P.E. Public Health Collaborative Inter-Municipal Agreement (IMA) for the Public Health Excellence for shared services grant.
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



Select Board Agenda Item Request

DEPARTMENT: Health and Conservation

REQUESTOR: Heith Martinez, Health Agent

REQUESTED MEETING DATE: January 20, 2024

ITEM: C.A.P.E. Public Health Collaborative *Inter-Municipal Agreement (IMA)* for the Public Health Excellence for Shared Services Grant

EXPLANATION: The Public Health Excellence Grant is a grant program that is designed to encourage towns/cities to expand sharing of staff & resources. The intent is to improve the effectiveness and efficiency of local and regional public health by expanding opportunities and public health services. Funded directly from the State Action for Public Health Excellence (SAPHE) Program

FINANCIAL SOURCE (IF APPLICABLE): Program is supported through State Tax Dollars

SUGGESTED ACTION: Execute and enter into agreement of C.A.P.E. Public Health Collaborative *Inter-Municipal Agreement (IMA)* for the Public Health Excellence for Shared Services Grant

ATTACHMENTS: Power Point from CAPE PHC, Attachment A for IMA, Final IMA 2023



The Commonwealth of Massachusetts
 Executive Office of Health and Human Services
 Department of Public Health
 250 Washington Street, Boston, MA 02108-4619

CHARLES D. BAKER
 Governor

KARYN E. POLITO
 Lieutenant Governor

March 7, 2022

Erika Woods
 Barnstable County
 3195 Main St # Rr6a
 Barnstable, MA 02630

MARYLOU SUDDERS
 Secretary

MARGRET R. COOKE
 Commissioner

Tel: 617-624-6000
www.mass.gov/dph

Contract number #: INTF1200P01214333155

RE: BD-21-1031-OFFIC-OLRH-58664 PUBLIC HEALTH EXCELLENCE GRANT PROGRAM FOR SHARED SERVICES

Dear Ms. Woods,

The Massachusetts Department of Public Health, Office of Local and Regional Health, is pleased to award and provide the enclosed Standard Contract package for your review and signature. Your municipality is receiving a total of \$400,000.00 in funding to advance the recommendations of the Special Commission on Local and Regional Public Health in its final report of June 2019 – Blueprint for Public Health Excellence: Recommendations for Improved Effectiveness and Efficiency of Local Public Health Protections (Blueprint):

FY22 Public Health Excellence Funding:	\$100,000.00
FY23 Public Health Excellence Funding:	\$300,000.00
Total Maximum Obligation:	\$400,000.00

The Public Health Excellence funding totals are \$400,000.00. This funding has a contract end date of June 30, 2023. The contract start date will be the date the DPH Signatory executes the contract form.

A new budget plan for PHE activities is included. The budget plans may be revised to better accommodate your program and must be submitted to the DPH Assistant Director of Policy, Planning, and Operations, Sarah Trager, on or before March 30, 2022.

The first installment of PHE funds is \$100,000.00 and will be sent to you upon execution of your completed package. Reports should be submitted to include progress on the scope of service deliverables and the deliverables stated in the NOI. The Quarterly reports are due April 30, 2022, July 31, 2022, October 31, 2022, January 31, 2023, April 30, 2023, and July 31, 2023.

On behalf of the Massachusetts Department of Public Health, I want to thank you for your commitment to improving the health of the people of the Commonwealth.

Sincerely,

Samuel S. Wong, PhD
Director, Office of Local and Regional Health

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](#), 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: COUNTY OF BARNSTABLE		COMMONWEALTH DEPARTMENT NAME: Department of Public Health MMARS Department Code: DPH	
Legal Address: (W-9, W-4): 3195 MAIN ST BARNSTABLE, MA 02630-1105		Business Mailing Address: 250 Washington Street, Boston MA 02108	
Contract Manager: Erika Woods	Phone: 508-375-6620	Billing Address (if different):	
E-Mail: erika.woods@barnstablecounty.org	Fax:	Contract Manager: Pedro Valdez	Phone: 617-624-6188
Contractor Vendor Code: VC6000194979		E-Mail: pedro.valdez2@mass.gov	Fax: 617-624-5017
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): INTF1200P01214333155 RFR/Procurement or Other ID Number: 214333	
<input checked="" type="checkbox"/> NEW CONTRACT 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)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date Prior to _____, 20____. Amendment: Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to 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, Contractor Certifications and the following Commonwealth Terms and Conditions document is 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>400,000.00</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 type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input checked="" type="checkbox"/> 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.) Grants To Public Entities PUBLIC HEALTH EXCELLENCE GRANT PROGRAM FOR SHARED SERVICES			
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 no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 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. <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>06/30, 2023</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, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, 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: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May

2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date:

Title:

Telephone:

Fax:

Email:

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

Scope of Services

This Attachment Form must be used. Please check the appropriate box when processing a new contract or a contract amendment.

Contract ID #: INTF1200P01214333155

Any funds designated in the budget that are unspent in any fiscal year will not be available for expenditure in the subsequent fiscal year without a formal contract amendment re-authorizing these funds.

New Contract This form will only be included with packages where a procurement exception (waiver) supports the contract.

Identify in detail the scope of services in terms of performance for a new contract. Services provided must be in accordance with the budget and the terms and conditions of the federal grant (if applicable).

The County of Barnstable will:

1. By March 31, 2022, designate a management position from the lead entity to coordinate between municipalities and with DPH.
2. By March 31, 2022, submit letters of commitment to be part of the Shared Services Area from all municipalities included in the application. If a municipality included in the application does not provide a letter of commitment, provide a brief statement of explanation. Changes to the involved municipalities must be agreed upon by DPH and the vendor.
3. Hire a Shared Services Coordinator by July 31, 2022.
4. Develop or enhance a shared service arrangement in alignment with the recommendations of the Special Commission on Local and Regional Public Health (SCLRPH).
5. Ensure adequate staffing support and adequately trained staff to meet the needs of the shared service area and comply with the SCLRPH recommendations on workforce standards.
6. Establish and/or enhance a governance structure that involves representatives of all participating municipalities. Governance boards must meet regularly under established rules of procedures to make democratic decisions about district policies, personnel, operations, and finances.
7. Enhance capacity of shared service area to acquire, store, and use data to improve public health. Provide a statement of commitment to utilizing MAVEN, MIIS, and new public health data reporting system under development.
8. Participate in local board of health/health department capacity and workforce standards assessments using the tools provided by the OLRH.
9. Provide quarterly progress updates, quarterly expense reports, and an annual report in a format and method provided by OLRH.
10. Attend contract, training, learning collaborative, and evaluation meetings when requested by OLRH staff.
11. Seek prior approval from OLRH for changes in the proposal and use of funding or publishing research, etc.
12. Submit a full, detailed workplan by September 30, 2022, for the shared services area in a format, content, and method provided by OLRH. These work plans will be based on the results of a capacity assessment.
13. A strategic plan will be required following a capacity assessment at a date to be determined by DPH.

Staffing

Staffing patterns should be arranged to meet the needs of the proposed cross-jurisdictional sharing arrangement and be in compliance with the SCLRPH workforce standards, and may include Health Director/Agent, Deputy/Assistant Director, Inspector(s), Public Health Nurse(s), Epidemiologist(s), Shared Services Coordinator and/or Clerk. The vendor will participate in the workforce standards assessment and will submit a workforce development plan to bring the shared services partners in compliance with the standards.

The Shared Services Program grantee is required to have a management position from the lead entity whose responsibilities include coordination between municipalities and with DPH. Grantees must also identify an individual who is responsible for grant deliverables, being the point of contact for the grant, and attending required meetings and trainings. This could be the same individual serving in the coordination role.

Allowable Costs

Grant funds can be used for staff salaries, benefits, payroll taxes, consultants, facilities, travel, program supplies, training, and related expenses. The primary purpose of this procurement is to expand local public health capacity by adding staff and ensuring adequately trained staff to provide direct public health services. The lead applicant may charge up to 15% to the grant for administrative costs. Funds cannot be used for equipment without prior written approval from DPH. Funds cannot be used for capital expenses under any circumstances. Funds cannot be used to supplant existing municipal funding for public health services.

Contract Amendment

If choosing amendment you must check off one of the three types below and provide explanation

Increase

Include a clear explanation of what the funding change will support in terms of additional services.

Decrease

Include a clear explanation of what the funding change will support in terms of additional services.

Other

Include a clear explanation of what the funding change will support in terms of additional services.

NEW BUDGET:

- 1 Complete all the sections in gray.
- 2 Make sure the % for Fringe and Agency Administrative Support is consistent with the approved budget.

Amending a Budget:

- 1 Enter the budget changes in the Proposed Changes column as a + or - (depending on request).
- 2 Be sure the Proposed Changes column totals to zero at the bottom of the page.

Department of Public Health

Vendor Name Barnstable County	Fiscal Year 2022	DPH Bureau/Program Name Office of Local and Regional Health
Vendor Code VC6000194979		Contract Number INTF1200P012

Program Component	FTE	CURRENT BUDGET (A)	Proposed Changes +/- (B)
1. Direct Care/Prog. Support Staff			
Program Support Staffing	3.00	\$ 85,000.00	\$
			\$
			\$
			\$
			\$
			\$
			\$
SUB TOTAL	3.00	\$ 85,000.00	\$ -
Fringe Benefits <input style="width: 100px;" type="text" value="0.00%"/>			\$
1. TOTAL DIRECT CARE/PROGRAM STAFF		\$ 85,000.00	\$ -

Program Component	CURRENT BUDGET (A)	Proposed Changes +/- (B)
2. Other Direct Care/Program		
Admin	\$ 15,000.00	\$
		\$
		\$
		\$
		\$
		\$
2. TOTAL OTHER DIRECT/PROGRAM	\$ 15,000.00	\$ -

Occupancy		
Program Facility		\$
Facility Operations, Maint. and Furn.	\$ -	\$
3. TOTAL OCCUPANCY	\$ -	\$ -
SUB TOTAL: 1 + 2 + 3	\$ 100,000.00	\$ -
Administrative Support		
Max Cap Amount: <input style="width: 100px;" type="text" value="0.00%"/>		
4. AGENCY ADMIN. SUPPORT	\$ -	\$

TOTAL 1+ 2 + 3 + 4 + 5	\$ 100,000.00	\$ -
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NEW BUDGET:

- 1 Complete all the sections in gray.
- 2 Make sure the % for Fringe and Agency Administrative Support is consistent with the approved budget.

Amending a Budget:

- 1 Enter the budget changes in the Proposed Changes column as a + or - (depending on request).
- 2 Be sure the Proposed Changes column totals to zero at the bottom of the page.

Department of Public Health

Vendor Name Barnstable County	Fiscal Year 2023	DPH Bureau/Program Name Office of Local and Regional Health
Vendor Code VC6000194979		Contract Number INTF1200P0120

Program Component	FTE	CURRENT BUDGET (A)	Proposed Changes +/- (B)
1. Direct Care/Prog. Support Staff			
Program Support Staffing	3.00	\$ 255,000.00	\$
			\$
			\$
			\$
			\$
			\$
			\$
SUB TOTAL	3.00	\$ 255,000.00	\$ -
Fringe Benefits <input style="width: 100px;" type="text" value="0.00%"/>			\$
1. TOTAL DIRECT CARE/PROGRAM STAFF		\$ 255,000.00	\$ -

Program Component	CURRENT BUDGET (A)	Proposed Changes +/- (B)
2. Other Direct Care/Program		
Admin	\$ 45,000.00	\$
		\$
		\$
		\$
		\$
		\$
2. TOTAL OTHER DIRECT/PROGRAM	\$ 45,000.00	\$ -

Occupancy		
Program Facility		\$
Facility Operations, Maint. and Furn.	\$ -	\$
3. TOTAL OCCUPANCY	\$ -	\$ -
SUB TOTAL: 1 + 2 + 3	\$ 300,000.00	\$ -
Administrative Support		
Max Cap Amount: <input style="width: 100px;" type="text" value="0.00%"/>		
4. AGENCY ADMIN. SUPPORT	\$ -	\$
TOTAL 1 + 2 + 3 + 4 + 5	\$ 300,000.00	\$ -

**C.A.P.E. Public Health Collaborative
Inter-Municipal Agreement (IMA)
for the Public Health Excellence for Shared Services Grant**

This Intermunicipal Agreement (hereinafter “Agreement”), is entered into by and between the Bourne, Brewster, Chatham, Dennis, Eastham, Harwich, Mashpee, Orleans, Provincetown, Sandwich, Truro, and Wellfleet hereinafter referred to collectively as the “Municipalities,” and individually as a “Municipality,” and Barnstable County Department of Health and Environment (hereinafter referred to as “BCDHE”) in its capacity as Host Agent of the C.A.P.E. Public Health Collaborative, (hereinafter referred to as “C.A.P.E. PHC”) this 4th day December, 2023, as follows:

WHEREAS, the BCDHE was awarded a Public Health Excellence for Shared Services grant by the Commonwealth of Massachusetts (the “Grant Program”) to create a cross-jurisdictional public health services sharing program consistent with the recommendations of the Special Commission on Local and Regional Public Health’s (SCLRPH) June 2019 Report; and

WHEREAS, the purpose of the Grant Program is to implement the recommendations made in the SCLRPH’s June 2019 Report by increasing local public health capacity through cross-jurisdictional shared services programs and agreements; and

WHEREAS, each of the Municipalities offers public health services and resources, and desires to increase its capacity to provide said services and resources and improve regional public health and meet performance standards set by the Commonwealth by entering this Agreement; and

WHEREAS the Municipalities recognize that there is an Inter-Municipal Agreement amongst the Towns of Provincetown, Truro, Wellfleet, and Eastham, dated July 1, 2018 that shall remain in full force and effect and is not superseded or amended in any way by this Agreement; and

WHEREAS, the BCDHE, entering into an agreement with the Commonwealth of Massachusetts governing its participation in the Grant Program, is willing and able to manage the administrative obligations of the Grant Program through its Director of Public Health, who shall hereinafter be referred to as the “Program Manager”; and

WHEREAS each Municipality has authority to enter into this Agreement pursuant to M.G.L. c. 40, §4A;

NOW THEREFORE, the municipalities, in mutual consideration of the covenants contained herein, intending to be legally bound thereby, agree under seal as follows:

1. The Public Health Services Collaborative. There is hereby established a collaborative of the Municipalities to be known as the “C.A.P.E. PHC,” which shall hereinafter be

referred to as the “Collaborative.” The Collaborative, acting by and through a governance board (“Governance Board”) as established in Section 5 of this Agreement, and Program Manager, will coordinate, manage, and direct the activities of the parties with respect to the subject matter of the Grant Program, this Agreement, and the agreement between the BCDHE, and the Commonwealth of Massachusetts, attached hereto as Exhibit A, the terms of which are expressly incorporated herein and shall bind all parties hereto, and any other programs and services related thereto. The purpose of the Collaborative is to design and implement a program by which the public health staff and resources of the Municipalities are consolidated and shared such that cross-jurisdictional services, investigations, enforcement and data reporting may be carried out and the public health and safety of the Municipalities may be better protected (the “Shared Services Program”).

2. Term. The term of this Agreement shall commence on the date set forth above and shall expire when the funds for the Grant Program are no longer available, or when terminated in accordance with this Agreement, but in no event shall the Term of this Agreement exceed twenty-five (25) years unless permitted by statute. Nothing herein shall be interpreted to prevent the Municipalities from extending the term of this Agreement beyond the exhaustion of the Grant Funds with the written consent of all parties hereto.
3. Lead Municipality. During the term of this Agreement, the BCDHE, acting as the “Lead Municipality,” shall oversee the Grant Program and the shared services program provided for herein (the “Shared Services Program”).

As the Lead Municipality, the BCDHE shall act for the Collaborative with respect to all grant applications to be submitted and gifts and grants received collectively by the Municipalities. The BCDHE shall act as the Municipalities’ purchasing agent pursuant to G.L. c. 7, §22B, for all contracts duly authorized by the Governance Board, established pursuant to Section 5 of this Agreement, to be entered into collectively by the Municipalities. Final approval of any such contract is subject to approval of the Governance Board and appropriation by each Municipality, to the extent required.

4. Shared Services Coordinator. The BCDHE, as Lead Municipality, shall hire and employ a Shared Services Coordinator who may or may not be the BCDHE’s Director of Public Health, and, through the Shared Services Coordinator and its Health Department, shall perform all necessary fiscal and administrative functions necessary to provide the services contemplated under this Agreement, and shall be the holder of all grant funds related to the Grant Program, and may retain up to 10% of the funds received through the Grant Program for wages and resources related to the performance of such duties, in accordance with the Grant Program Scope of Services, attached hereto as Exhibit B and incorporated herein. The Shared Services Coordinator shall report to the Governance Board and shall keep records of all funding and expenditures for review by the Board and provide periodic financial

status updates. For the purposes of employment status and health, retirement and other benefits, and immunities and indemnification as provided by law, the Shared Services Coordinator and any Barnstable County Health Department staff working on behalf of the Collaborative, or the Governance Board shall be considered employees of Barnstable County and shall be accorded all benefits enjoyed by other Barnstable County employees within the same classification as they are or shall be established.

5. Governance Board

There shall be a Governance Board which shall be convened not less than quarterly by the Governance Board Chair/Co-Chairs.

- a. Composition: one member and one alternate, both appointed by the Board of Health from each municipality. One representative from each municipality shall be a full voting member whose term shall be as determined by each municipality's local Board of Health. The voting member shall be a Board of Health member or designee of that municipality's Board of Health. Each participating municipality shall also have a second representative who shall be an associate member and who may vote only when the full member and may vote only when the full member is not in attendance. Each municipality shall maintain its individual local Board of Health, which shall retain its own legal authority and autonomy as provided by law.
- b. Voting: Each participating municipality shall be entitled to one vote on the Governance Board. Every voting member shall have an equal voice in determining shared priorities, and services to be provided.
- c. Quorum: A majority of the voting members of the Governance Board shall constitute a quorum for the purposes of transacting business. The Governance Board may act by a simple majority of members present and voting unless otherwise provided herein.
- d. The Governance Board roles and responsibilities for the Collaborative only include, but are not limited to:
 - 1) Meet on a regular basis and at least quarterly.
 - 2) Develop annual and long-term goals for the Collaborative.
 - 3) Advise on Collaborative staff priorities.
 - 4) Collaborate in developing a sustainability plan for C.A.P.E. PHC.
 - 5) Adopt any Collaborative-wide policies and recommended regulations.
 - 6) Review and provide recommendations on operating budgets.
 - 7) Assure compliance with all mandatory reporting requirements as proscribed by the Department of Public Health ("DPH") and Office of Local and Regional Health ("OLRH").
 - 8) Assure attendance at monthly or other grant holder meetings convened by DPH and OLRH
 - 9) Review financial status and financial statements provided by the Shared Services Coordinator.
 - 10) Review and provide recommendations on reports from staff.
 - 11) Hire, evaluate and terminate staff.

- e. Meetings. The Governance Board shall meet no less than quarterly and may schedule additional meetings, as necessary. All meetings shall be conducted in compliance with the Massachusetts Open Meeting Law M.G.L. c. 30A, §§ 18-25 as may be amended from time to time if required.
6. Shared Services Program Participation. Each Municipality as part of this Agreement shall participate in the Shared Services Program as follows:
- a. Each Municipality will consent to the Collaborative's duly-authorized agents and representatives exercising the powers provided for herein and by the Governance Board within the boundaries of said Municipality, and will direct its agents and employees to work in good faith with the Collaborative's health agents, nurses, and any other employees the Collaborative may employ from time to time.
 - b. Each Municipality will be a member of the Governance Board as established pursuant to this Agreement, and appoint and maintain two Governance Board representatives at all times.
 - c. Each Municipality will use best efforts to ensure that a representative of the Municipality will attend all Governance Board meetings (either in-person or via remote access) throughout the life of this Agreement.
 - d. Each Municipality will use best efforts to ensure that a representative of the Municipality will attend all training sessions which are offered in conjunction with the Grant Program geared towards stakeholders under the Program, as required by the DPH or its representative.
 - e. Each Municipality will assist in collecting the necessary data as agreed to by the Committee and pursuant to the data reporting policy established pursuant to Section 5 of this Agreement to help meet the goals of the Shared Services Program and the Grant Program. The data collection provided for herein will include, but not be limited to, reporting to the Governance Board, through the Shared Services Coordinator, public health outcomes and services related to the Shared Services Program and the Collaborative's agents and nurses.
 - f. Each Municipality will request from the appropriate legislative body appropriation for any services, costs and expenses associated with the Collaborative and not covered by the Grant Program. Notwithstanding this provision or any other terms of this Agreement, no party shall be obligated to incur any financial cost above the amount made available herein through grants and gifts or other sources, unless the financial obligation is supported by an appropriation made in accordance with law.
 - g. Each Municipality will help promote and market the Shared Services Program and its services within their community.

7. Payment and Funding. Pursuant to G.L. c. 40, §4A, any funds received by the Shared Services Program, Governance Board, or the BCDHE pursuant to this Agreement, shall be deposited with the treasurer of the BCDHE and held as a separate grant account and may be expended, with the approval of the Governance Board, under the provisions of G.L. c. 34, §23 and G.L. c. 44, §53A, for contribution toward the cost of the Shared Services Program and in compliance with established grant guidelines from grantors only.

The Governance Board may authorize a disbursement of funds for any shared contractor, salary or wages consistent with the terms of this Agreement, and/or for any program, service or benefit that is consistent with the terms of this Agreement.

Except for the 10% of Grant Program funding for administrative costs that the BCDHE may retain pursuant to Section 4 of this Agreement, a Municipality may draw on grant funds individually, with prior approval by the Governance Board, and provided such funds are available, by submitting invoices to the Shared Services Coordinator for reimbursement from the funds, for expenditure consistent with the purposes of the Shared Services Program and applicable grant funding guidelines.

The BCDHE, as the holder of Grant Program funds, will pay the invoice within 30 days, subject to the availability of funds; provided, however, that the BCDHE shall not be obligated to supply any funding or incur any cost in excess of the amounts made available to the Governance Board and the Shared Services Program through the Grant Program and/or any other and gifts, grants, or other sources appropriated for the purposes of this Agreement. Individual municipal costs incurred outside the scope of this Agreement and specific to the needs of that Municipality will be borne solely by that Municipality. Any funds contributed by the Grant Program shall only be used for shared public health services consistent with the purposes of this Agreement.

Annually, the Governance Board will develop and approve a public health services budget for contractual shared services. Initially, these services are funded by a 3-year Public Health Excellence Grant from the Department of Public Health administered by Barnstable County. It is the intention of Barnstable County to seek additional grant funds to sustain these services but if that is unsuccessful, participating Municipalities will revisit this Agreement and determine whether they will allocate municipal funds to continue participation. The Shared Services Coordinator will provide each Municipality with sufficient notice to allow that Municipality's funding authority to authorize any such expenditure. Until grant funds are expended, there will be no cost to participating municipalities. Execution of this Agreement does not obligate any other participating Municipality to fund the Grant Program and a mutually acceptable written contract amendment would be required to do so.

Pursuant to G.L. c. 40, §4A, any party may, but shall not be required to, raise money by any lawful means to further the purposes of the Shared Services Program and any such funds shall be held by Barnstable County and expended pursuant to the terms of this Agreement.

8. Other Municipal Services. The Municipalities of the Collaborative may request the Governance Board to add or remove associated services to be delivered as part of the Shared Services Program, and such shall take effect only after this Agreement is so amended in writing and approved by each Municipality. The Municipalities are not limited exclusively to the Grant Program and are not required to use all services of the Grant Program. Municipalities may apply for other grants outside the Collaborative.

The Collaborative through a vote of the Governance Board may apply for other grants, opportunities, funds, and awards for shared services on behalf of the Municipalities. The Governance Board must approve any and all grants or grant applications submitted as a Collaborative. The Governance Board may appoint other Municipalities to act as host agencies for these other grant opportunities and the Municipalities agree that this Agreement shall be amended to account for any associated grant terms and conditions.

9. Employees. It is the intent that employees providing shared services will be Barnstable County employees, however, employees and personnel of each Municipality providing services pursuant to this Agreement shall be deemed employees of their respective Municipalities, and not County or regional employees or employees of any other Municipality. An employee who performs services, pursuant to this Agreement on behalf of another member Municipality, shall be deemed to be acting within the scope of his current Municipal job duties at all times and remain an employee of the employee's Municipality for insurance coverage purposes. Said Municipal employee shall retain all accrued benefits and shall be subject to standard hiring and personnel practices of such municipality.
10. Indemnification & Insurance. To the extent permitted by law, each Municipality shall defend, indemnify, and hold the other Municipalities harmless from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses, including attorney's fees, arising out of the indemnifying Municipality's acts or omissions, breach of this Agreement, or the negligence or misconduct of the indemnifying Municipality or its agents or employees. In entering into this Agreement, no Municipality waives any governmental immunity or statutory limitation of damages. Should the Collaborative or a Municipality incur any liabilities on behalf of the Grant Program such as unemployment insurance or other unforeseen expenses, each of the member municipalities will proportionally share in the liability for such expenses.

The BCDHE and the Municipality shall obtain and keep in full force and effect public liability insurance in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage arising out of any one occurrence, protecting the other party against all claims for bodily injury, Three Million Dollars (\$3,000,000) aggregate, death, or property damage arising directly or indirectly out of the Indemnification Provisions of this Agreement.

11. Entrance. Any municipality may petition the Collaborative to join this Agreement to the extent permitted by the grants. The addition of a new entity to the Agreement for the Grant Program requires the approval of the Massachusetts Department of Public Health and no less than a two-thirds vote of the Governance Board.
12. Withdrawal. Any Municipality other than the Lead Municipality, by votes of its respective authorizing Select Board or Chief Executive Officer and Board of Health, may withdraw from this Agreement with the provision of at least three (3) months prior written notice to the Lead Municipalities. Withdrawal requires the vote of both the Select Board and the Board of Health. Upon such withdrawal, the Shared Services Coordinator shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Municipality for payment within thirty (30) days thereafter. To the extent permitted by the Grant Program and its agreement with the Commonwealth of Massachusetts pursuant thereto, the Lead Municipality, by a vote of its County Commissioner may withdraw from this Agreement upon the provision of at least three (3) months prior written notice to the participating Municipalities and the Governance Board, and a new Lead Municipality shall thereafter be designated by the Governance Board, by a vote of the representatives of the remaining parties. Prior to the effective date of its withdrawal, the Lead Municipality shall transfer all funds held pursuant to this Agreement to the new Lead Municipality as designated by the Governance Board any pay any outstanding unpaid financial obligations under this Agreement within thirty (30) days thereafter. Any Municipality may withdraw at the end of any fiscal year in which the Municipality's legislative body has not appropriated funds sufficient to support that Municipality's continued participation in the subsequent fiscal year if such funds are required. In such an event, the Municipality shall give as much notice to the other Municipalities to this Agreement as the circumstances allow. The Governance Board, by vote of the remaining members, has the authority to reallocate grant funding or other outside funding that would have been allocated to the withdrawing Municipality. Any data collected from the terminating Municipality through a Shared Services Program project, service, or program will remain with the Governance Board for analysis by the Shared Services Coordinator and the Governance Board.

13. Termination. This Agreement may be terminated by a vote of a majority of the Municipalities' representatives of the Governance Board, at a meeting of the Governance Board called for that purpose; provided that the representative's vote has been authorized by the Municipality's Chief Executive Officer. Any termination vote shall not be effective until the passage of at least sixty (60) days and until the Municipalities have agreed to an equitable allocation of all remaining costs, expenses and assets.
14. Conflict Resolution. The Governance Board may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each Municipality, administration of the shared services programs, the terms of this Agreement, data reporting and any other matters the parties deem necessary.
15. Financial Safeguards. The Lead Municipality shall maintain separate, accurate, and comprehensive records of all services performed for each of the Municipalities, and all contributions received from the Municipalities.
16. Assignment. None of the Municipalities shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of all of the other Municipalities.
17. Amendment. This Agreement may be amended only in writing pursuant to an affirmative vote of all Municipalities' Chief Executive Officers.
18. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.
19. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.
20. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement, and shall not affect the interpretation of this Agreement.
21. Non-Discrimination. Neither the Lead Municipality nor the Municipalities shall discriminate against any person because of race, color, religious creed, national origin, gender, ancestry, sexual orientation, age, handicap, gender identity, genetic information, military service, or any other protected class under the law with respect to admission to, access to, or operation of its programs, services, or activities.

22. Notices. Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the Municipality giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

Town of Bourne:

Terri Guarino (contact name)
tguarino@townofbourne.com (email)
508-759-0615 x1513 (phone)
Town of Bourne, 24 Perry Avenue, Buzzards Bay, MA 02532 (address)

Town of Brewster:

Amy Von Hone (contact name)
avonhone@brewster-ma.gov (email)
508-896-3701 x1120 (phone)
Town of Brewster, 2198 Main Street, Brewster, MA 02631 (address)

Town of Chatham:

Judith Giorgio (contact name)
jgiorgio@chatham-ma.gov (email)
508-945-5165 (phone)
Town of Chatham, 549 Main Street, Chatham, MA 02633 (address)

Town of Dennis:

Kristin Keller (contact name)
kkeller@town.dennis.ma.us (email)
508-760-6158 (phone)
Town of Dennis, 685 MA-134, South Dennis, MA 02660 (address)

Town of Eastham:

Hillary Lemos (contact name)
hgreenberg-lemos@eastham-ma.gov (email)
508-240-5900 x3229 (phone)
Town of Eastham, 2500 State Highway, Eastham, MA 02642 (address)

Town of Harwich:

Carrie Schoener (contact name)
cschoener@harwich-ma.gov (email)
508-430-7509 (phone)
Town of Harwich, 732 Main Street, Harwich Center, MA 02645 (address)

Town of Mashpee:

Zachary Seabury (contact name)
zseabury@mashpeema.gov (email)

508-539-1426 (phone)
Town of Mashpee, 16 Great Neck Road North. Mashpee, MA 02649 (address)

Town of Orleans:
Alex Fitch (contact name)
afitch@town.orleans.ma.us (email)
508-240-3700 x2450 (phone)
Town of Orleans, 19 School Road, Orleans, MA 02653 (address)

Town of Provincetown:
Lezli Rowell (contact name)
lrowell@provincetown-ma.gov (email)
508-487-7000 x529 (phone)
Town of Provincetown, 260 Commercial St., Provincetown, MA 02657 (address)

Town of Sandwich:
Heather Gallant (contact name)
hgallant@sandwichmass.org (email)
508-888-4200 (phone)
Town of Sandwich, 100 MA-6A, Sandwich, MA 02563 (address)

Town of Truro:
Emily Beebe (contact name)
Ebeebe@truro-ma.gov (email)
508-349-7004 x32 (phone)
Town of Truro, 24 Town Hall Road, Truro, MA 02666 (address)

Town of Wellfleet:
Meredith Ballinger (contact name)
meredith.ballinger@wellfleet-ma.gov (email)
508-349-0308 (phone)
Town of Wellfleet, 300 Main Street, Wellfleet, MA 02667 (address)

23. Complete Agreement. This Agreement constitutes the entire Agreement between the Municipalities concerning the subject matter herein, superseding all prior agreements and understandings between all of the Municipalities in the Collaborative. The Inter-Municipal Agreement among the Towns of Provincetown, Truro, Wellfleet, and Eastham, dated July 1, 2018 remains in full force and effect and is not superseded or amended in any way by this Agreement. Each Municipality acknowledges that it has not relied on any representations by any other Municipality or by anyone acting or purporting to act for another Municipality or for whose actions any other Municipality is responsible, other than the express, written representations set forth herein.

WITNESS OUR HANDS AND SEALS as of the first date written above.

Town of _____ Select Board

_____ Date

Town of _____ Board of Health

_____ Date

Town of _____ Select Board

_____ Date

Town of _____ Board of Health

_____ Date

Town of _____ Select Board

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Town of _____ Select Board

Date

Town of _____ Board of Health

Date

Mark Forest- Chair

Barnstable County Commissioner

Date

Sheila Lyons- Member

Barnstable County Commissioner

Date

Ronald Bergstrom- Member

Barnstable County Commissioner

Date

EXHIBIT A

Grant agreement between the BCDHE and the Commonwealth of Massachusetts – to be attached.

EXHIBIT B

The scope of services the BCDHE shall provide the following services in coordination with member municipalities:

The County of Barnstable will:

1. By March 31, 2022, designate a management position from the lead entity to coordinate between municipalities and with DPH.
2. By March 31, 2022, submit letters of commitment to be part of the Shared Services Area from all municipalities included in the application. If a municipality included in the application does not provide a letter of commitment, provide a brief statement of explanation. Changes to the involved municipalities must be agreed upon by DPH and the vendor.
3. Hire a Shared Services Coordinator by July 31, 2022.
4. Develop or enhance a shared service arrangement in alignment with the recommendations of the Special Commission on Local and Regional Public Health (SCLRPH).

5. Ensure adequate staffing support and adequately trained staff to meet the needs of the shared service area and comply with the SCLRPH recommendations on workforce standards.

6. Establish and/or enhance a governance structure that involves representatives of all participating municipalities. Governance boards must meet regularly under established rules of

procedures to make democratic decisions about district policies, personnel, operations, and finances.

7. Enhance capacity of shared service area to acquire, store, and use data to improve public health. Provide a statement of commitment to utilizing MAVEN, MIIS, and new public health data reporting system under development.

8. Participate in local board of health/health department capacity and workforce standards assessments using the tools provided by the OLRH.

9. Provide quarterly progress updates, quarterly expense reports, and an annual report in a format and method provided by OLRH.

10. Attend contract, training, learning collaborative, and evaluation meetings when requested by OLRH staff.

11. Seek prior approval from OLRH for changes in the proposal and use of funding or publishing research, etc.

12. Submit a full, detailed workplan by September 30, 2022, for the shared services area in a format, content, and method provided by OLRH. These work plans will be based on the results of a capacity assessment.

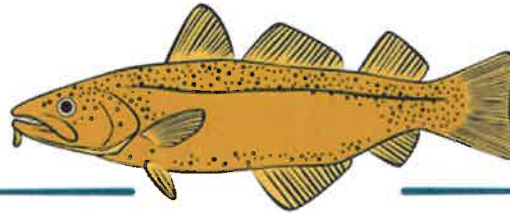
13. A strategic plan will be required following a capacity assessment at a date to be determined by DPH. Staffing. Staffing patterns should be arranged to meet the needs of the proposed cross-jurisdictional sharing arrangement and be in compliance with the SCLRPH workforce standards, and may include Health Director/Agent, Deputy/Assistant Director, Inspector(s), Public Health Nurse(s), Epidemiologist(s), Shared Services Coordinator and/or Clerk. The vendor will participate in the workforce standards assessment and will submit a

workforce development plan to bring the shared services partners in compliance with the standards.

The Shared Services Program grantee is required to have a management position from the lead entity whose responsibilities include coordination between municipalities and with DPH. Grantees must also identify an individual who is responsible for grant deliverables, being the point of contact for the grant, and attending required meetings and trainings. This could be the same individual serving in the coordination role.

Allowable Costs

Grant funds can be used for staff salaries, benefits, payroll taxes, consultants, facilities, travel, program supplies, training, and related expenses. The primary purpose of this procurement is to expand local public health capacity by adding staff and ensuring adequately trained staff to provide direct public health services. The lead applicant may charge up to 15% to the grant for administrative costs. Funds cannot be used for equipment without prior written approval from DPH. Funds cannot be used for capital expenses under any circumstances. Funds cannot be used to supplant existing municipal funding for public health services



BARNSTABLE COUNTY

DEPARTMENT OF HEALTH AND ENVIRONMENT

C.A.P.E. Public Health Collaborative

Our Mission:

- **C**urate reliable health and environmental data as a regional source for trusted information and analysis
- **A**dvocate for the collective public health and environmental protection interests of Cape Cod residents and visitors
- **P**rovide technical assistance and support services to Cape municipalities
- **E**ngage diverse communities, under-represented populations, non-profit and other NGOs and agencies building effective partnerships within Barnstable County

What is the Public Health Excellence Grant?

- The Public Health Excellence Grant is a grant program that is designed to encourage towns/cities to expand sharing of staff & resources. The intent is to improve the effectiveness and efficiency of local and regional public health by expanding opportunities and public health services.
- Funded directly from the State Action for Public Health Excellence (SAPHE) Program

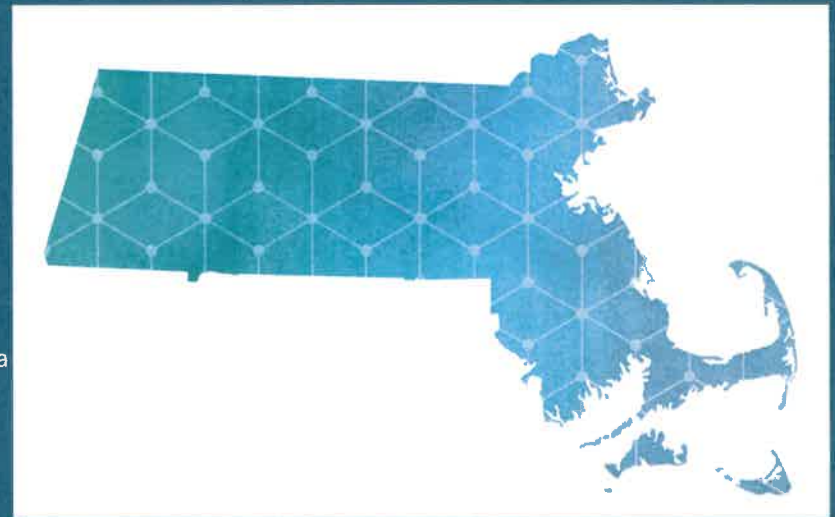


History of Public Health Excellence Shared Services Grant

- In 2019 the Special Commission on Local and Regional Public Health (SCLRPH) created a report called the “Blueprint for Public Health Excellence”. Some of the recommendations included in the report were to increase shared services and raise the workforce standards.
- In direct response to the report, the State Action for Public Health Excellence (SAPHE) Program was created, and funding from the State was established.
- One of the funding allocations that was created was the Public Health Excellence (PHE) Grant.

Other Recommendations from the Special Commission:

- Elevate standards by:
 - Identifying ways for cities & towns to meet statutory requirements
 - Assessing implementation of Foundational Public Health Services
- Strengthen service delivery by:
 - Increasing the number and scope of comprehensive public health districts
- Improve data reporting by:
 - Creating a standardized public health reporting system
 - Strengthening DPH, DEP, and local public health capacity to collect and share data
- Set education and training standards by:
 - Making training accessible
 - Implementing workforce credentialing standards adopted by SCLRPH
 - Developing a system to ensure compliance
- Commit appropriate resources to implement the above recommendations



Benefits of the Public Health Excellence Grant Program:

- Supply up to \$481,594.64 annually (shared among participating municipal members).
- Funds can be used for staff salaries, benefits, payroll taxes, consultants, facilities, travel, program supplies, and related expenses. (*funds cannot be used for existing municipal public health staff and services)
- Protect and improve the health of your citizens and communities.
- Improve public health compliance and regulatory mandates.
- Connect your community with more resources and contacts at local, state, and federal agencies.

Allowable Expenses:

Budget Line Item Category	PHE Allowable Activities
<p>PHE Staff:</p> <ul style="list-style-type: none">• Shared Services Coordinator• Health Agent• Health Inspector• Nurse• Epidemiologist• Other Public Health Staff	<p>New municipal public health staff funded by PHE grant and their associated fringe benefits/payroll taxes. Municipal funds cannot be supplanted.</p>
<p>Support Staff:</p> <ul style="list-style-type: none">• Administrator/Clerk• Health Director/Commissioner• Deputy/Assistant Director	<p>Staff time for expanded duties related to PHE grant and associated fringe benefits/payroll taxes. Municipal funds cannot be supplanted.</p>

Allowable Expenses:

Budget Line Item Category	PHE Allowable Activities
Consultant	<p>Consultants and independent contractors, including for, but not limited to, grant administrative support, technical assistance, policy advisement, emergency inspection/clinical services, and training.</p> <p>Examples of consultant-related expenses include: regional planning support, legal advice related to enforcement of public health law, data collection and analysis, training on use of specialized software for public health use.</p> <p>Consultants can only invoice for up to 40 hours per week spent working on the PHE grant across all municipalities (as an individual consultant, not an organization).</p> <p>(Prior OLRH approval required for a waiver to employ shared services staff as a consultant.)</p>

Allowable Expenses:

Budget Line Item Category	PHE Allowable Activities
Travel	<p>Mileage reimbursement for PHE grant-funded staff to complete day to day public health services. Please keep records of mileage for auditing purposes.</p> <p>Travel costs related to training and CEUs for new AND existing staff to maintain workforce credentials outlined in the Blueprint (page 61). Travel costs for training may include mileage and lodging using current Federal GSA rates.</p> <p>Travel costs related to training must not exceed \$750 per FTE per year, for up to 5 FTEs. (If a grantee wants to request coverage of additional FTEs, they must reach out to DPH for approval.)</p> <p>Out of state travel is not allowed.</p>

Allowable Expenses:

Budget Line Item Category	PHE Allowable Activities
Health Communication	<p>Creating and distributing local public health information to communicate PHE grantee shared services regulations and improve resident health in PHE municipalities.</p> <p>Examples of health communication-related expenses include: Fact sheet design and printing services, PHE grantee regional web site development/hosting services, translation services.</p>
Technology Hardware	<p>Technology for PHE grant-funded shared services staff to complete grant related functions, including: Computers, laptops, iPads, tablets, headsets, speakers, microphones, earbuds, monitors, recording equipment, translation equipment, keyboards, and cell phones.</p> <p>(Prior OLRH approval required for technology used by staff not funded by PHE.)</p>

Allowable Expenses:

Budget Line Item Category	PHE Allowable Activities
Technology Software	<p>Software that supports PHE shared services staff in implementing the recommendations of the Blueprint.</p> <p>PHE related software includes public health inspection software and public health data analysis software.</p> <p>(Prior OLRH approval required for software not explicitly used for public health functions such as general word processing.)</p>

Allowable Expenses:

Budget Line Item Category	PHE Allowable Activities
<p>Training and Credentialing</p>	<p>Training and credentialing for new AND existing public health staff from all municipalities that are part of the shared services area:</p> <ul style="list-style-type: none"> ▪ To acquire the workforce credentials outlined in the Blueprint (page 61). This excludes academic programs such as associates, bachelors, masters, and doctoral programs ▪ For CEUs and contact hours to maintain workforce credentials outlined in the Blueprint (page 61) ▪ For educational materials such as credentialing exam study guides ▪ For exam fees required to attain credentials ▪ For registration fees to participate in training courses, when relevant to a staff member’s responsibilities, from organizations including, but not limited to: <ul style="list-style-type: none"> ▫ Health Resources in Action ▫ Local Public Health Institute ▫ Massachusetts Association of Health Boards ▫ Massachusetts Association of Public Health Nurses ▫ Massachusetts Public Health Association ▫ Massachusetts Health Officers Association ▫ Massachusetts Environmental Health Association ▫ NEIWPC ▫ National Environmental Health Association ▫ Western Massachusetts Public Health Association <p>(Prior OLRH approval required for Board of Health members. If you are interested in participating in a training with an organization not listed above, please contact your program coordinator for approval.) Expenses CANNOT supplant existing training funds.</p>

Allowable Expenses:

Budget Line Item Category	PHE Allowable Activities
Nursing Supplies	Supplies needed for staff to provide shared PHE nursing services. Examples of PHE nursing-related expenses include: thermometer, stethoscope, Band-Aids, gloves, staff uniforms, hand sanitizer
Inspection Supplies	Supplies needed for staff to provide shared PHE inspection services. Examples of PHE inspection-related expenses include: thermometer, moisture meter, handheld blacklight/flashlight, PH meter, test strips, pool test kit, staff uniforms

Allowable Expenses:

Budget Line Item Category	PHE Allowable Activities
<p>Membership Fees</p>	<p>Professional membership fees for MA-based organizations related to work in local public health, for relevant new AND existing staff. Organizations include:</p> <ul style="list-style-type: none"> • Massachusetts Association of Health Boards • Massachusetts Association of Public Health Nurses • Massachusetts Public Health Association • Massachusetts Health Officers Association • Massachusetts Environmental Health Association • Western Massachusetts Public Health Association <p>Professional membership fees for the following national organizations related to work in local public health, for relevant new AND existing staff:</p> <ul style="list-style-type: none"> • National Environmental Health Association • Council of State and Territorial Epidemiologists • Association of Public Health Nurses • National Association of County and City Health Officials <ul style="list-style-type: none"> • Limited to Local and Tribal Health Department Memberships only • National Association of Local Boards of Health <ul style="list-style-type: none"> • Limited to 10 memberships across SSA • American Public Health Association <ul style="list-style-type: none"> • Limited to 10 memberships across SSA

Allowable Expenses:

Budget Line Item Category	PHE Allowable Activities
Occupancy	<p>Program facilities for PHE shared services staff.</p> <p>Examples of PHE occupancy-related expenses include: renting of office space, purchasing an office chair, annual fee for a PHE staff building security key card or pass code, Xerox leasing fee, purchasing or upgrading a desk</p>
Agency Admin Support	<p>Agency administrative support fee</p> <p>This fee is up to 15% of the total contracted amount of funds and supports the organization in covering everyday costs for overall grant administration, including but not limited to: phone service, internet service, general office supplies, IT support, accounting support, payroll, human resources, management, and supervision</p> <p>The total agency administrative support fee cannot exceed 15% of the total contracted amount of funding. The administrative support fee can be less than 15%. Please consult with your program coordinator if your municipality uses an agency admin support fee lower than 15%.</p> <p>For additional guidance, please consult your program coordinator.</p>

Unallowable Expenses:

Unallowable PHE Expenses	Examples
Food	Reimbursement of staff for dining at a restaurant while offsite attending a work-related meeting/training
Gift Cards and Incentives	Distribution of gift cards for participation at an event
Vaccine	Using PHE funds to pay for vaccines or denied vaccine reimbursement claims
Supplanting existing municipal funding for public health services	Using PHE funds to support the salary of public health inspectors or nurses that are already fully funded by tax levy
Buying a vehicle	Purchasing a van to support a community health program
Capital expenses, including any office buildouts to accommodate new staff. If you have specific questions about what qualifies as a capital expense, please contact DPH.	Constructing walls for a new office, purchasing a trailer to hold supplies

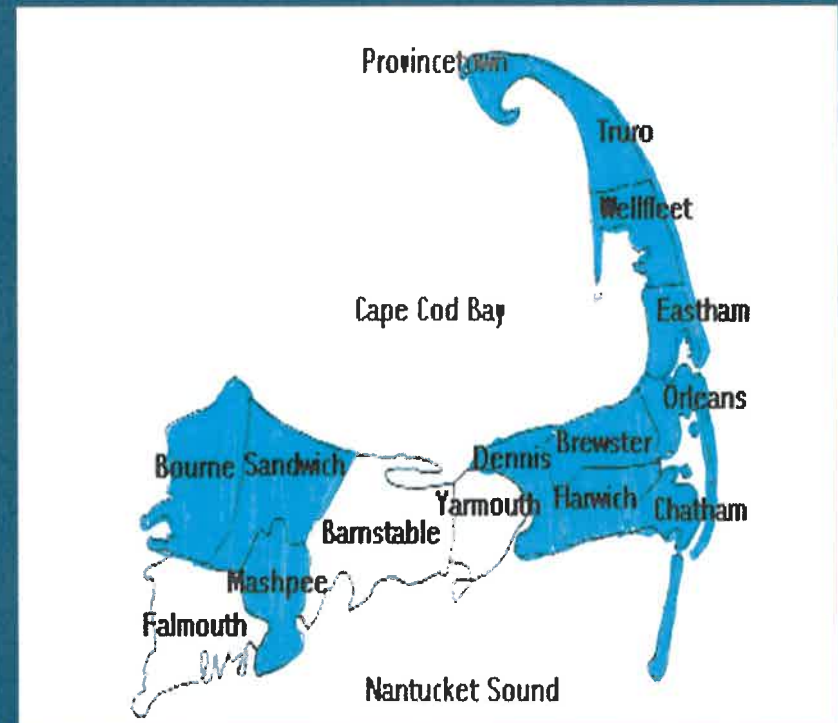
Unallowable Expenses:

Unallowable PHE Expenses	Examples
Airfare or any out-of-state travel or lodging	Purchasing a flight to a conference, reimbursement for mileage for a conference that took place out of state
Equipment (only allowable with prior consent from DPH)	Purchasing a new generator for a municipal building
Academic programs such as associates, bachelors, masters, and doctoral programs	Paying the tuition for a course that offers undergraduate or graduate credit
Training provided by external vendors for businesses, camps, or clinics to meet public health regulations	Paying a consultant to conduct ServSafe training for restaurants
Multiyear Service Payments	A contract for Software services paid upfront that extends past the PHE grantee contract period

*Funds can only be expended for items within the fiscal year for which they are being billed (e.g. FY24 budget is for items purchased and used within July 1, 2023-June 30, 2024). This list is not all inclusive.

List of all towns included in the C.A.P.E. PHC:

- Bourne
- Brewster
- Chatham
- Dennis
- Eastham
- Harwich
- Mashpee
- Orleans
- Provincetown
- Sandwich
- Truro
- Wellfleet



What is the Mission for the C.A.P.E. PHC?

- **C**urate reliable health and environmental data as a regional source for trusted information and analysis
- **A**dvocate for the collective public health and environmental protection interests of Cape Cod residents and visitors
- **P**rovide technical assistance and support services to Cape municipalities
- **E**ngage diverse communities, under-represented populations, non-profit and other NGOs and agencies building effective partnerships within Barnstable County

Specific goals still need to be determined by the Governance Board

Possible Funding Options:

- VNA
 - Exercise programs
- County Nursing
 - Various screenings
 - Talks/Presentations
 - Teen programs
 - Other Programs/Offerings
 - Sun safe education
 - Nutritional education & Programs
 - Veteran's services (partner with VA)
- County Human Services
 - QR codes/Websites
 - Cyanobacteria/algae blooms
 - Air quality link
 - Safe Sun and Skin Cancer Awareness
 - Domestic Violence Resources
 - Food Insecurity resources
- Trainings/Education
 - Soil evaluator
 - Septic System
 - Registered Sanitarian



Who Comprises the Governance Board?

- The Governance Board includes a representative from each participating towns, and will meet regularly under established rules of procedure to make democratic decisions about cross-jurisdictional policies, personnel, operations, and finances.



Towns Financial Obligations

- At the end of the grant period there are **NO** financial obligations of repayment for any of the funds spent through the PHE grant.
- Individual municipal costs incurred **outside** the scope of the IMA and specific to the needs of that Municipality will be borne solely by the Municipality.
- Any funds contributed by the Grant Program shall **only** be used for shared public health services consistent with the purposes of the IMA.
- Program is supported through State Tax Dollars

*****TOWNS MAY OPT OUT OF THE GRANT AT ANYTIME WITHOUT PENALTY*****

Example of a Successful Public Health Excellence Grant Program

- In July 2021, the Martha's Vineyard and Nantucket Public Health Excellence Group were awarded their annual \$300,000. The grant money went toward a health inspector, a wildlife biologist and a community health worker/epidemiologist that would be shared by the seven towns on the two islands.
- A major problem on the islands is tick borne diseases like Lyme disease and Rocky Mountain spotted fever, both considered at epidemic levels. The newly hired wildlife biologist and epidemiologist positions have allowed a statistical reduction in tick-borne illnesses due to properly funded studies and more patient education such as appropriate preventative measures.
- These direct public health services can be similarly applied to your respective municipalities for major health issues.

Questions?





SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 22, 2024



BUDGETS

~ B ~

REQUESTED BY:	Inspectional Services ~ Building, Health and Conservation Departments
DESIRED ACTION:	To review and vote to approve the FY25 operating budgets for the Building, Health and Conservation Departments.
PROPOSED MOTION:	I move to approve the FY25 operating budgets for the Building Department, Health Department and Conservation Department.
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition (s):
VOTED:	

1/15/2024

TOWN OF WELFLEET, MASSACHUSETTS
FISCAL YEAR 2025 OPERATING BUDGET



TOWN CLERK & ELECTIONS BUDGET

FISCAL YEAR 2025 OPERATING BUDGET
TOWN CLERK & ELECTIONS BUDGET SUMMARY - BY TOWN MEETING APPROPRIATION

DESCRIPTION	BUDGETS			ACTUALS			
	FY 25 BUDGET	FY 24 BUDGET	FY 23 BUDGET	FY 23 ACTUAL	FY 22 ACTUAL	FY 21 ACTUAL	3 YR AVERAGE
SALARIES (FULL-TIME)	88,966	83,576	79,596	79,602	76,898	73,728	76,743
SALARIES (PART-TIME)	36,664	28,342	24,000	23,604	13,382	9,587	15,524
SALARIES (TEMPORARY)	8,328	8,328	9,478	7,385	2,357	6,595	5,446
OVERTIME							
SALARY SUB TOTAL	\$ 133,958	\$ 120,246	\$ 113,074	\$ 110,591	\$ 92,637	\$ 89,910	\$ 97,713
Town Clerk & Elections Expense	13,315	12,615	11,520	8,760	5,020	5,675	6,485
Elections & Registrations	13,025	12,585	10,660	13,466	5,829	13,132	10,809
EXPENSE SUB TOTAL	\$ 26,340	\$ 25,200	\$ 22,180	\$ 22,226	\$ 10,849	\$ 18,807	\$ 17,294
TOTAL OPERATING BUDGET	\$ 160,298	\$ 145,446	\$ 135,254	\$ 132,817	\$ 103,486	\$ 108,717	\$ 115,007

TOWN OF WELFLEET, MASSACHUSETTS

FISCAL YEAR 2025 OPERATING BUDGET

TOWN CLERK & ELECTIONS BUDGET

BUDGET ACCOUNT DETAILS

**FISCAL YEAR 2025 OPERATING BUDGET
TOWN CLERK & ELECTIONS BUDGET**

Salary Expense Detail

	FY 2024 Budgeted			FY 2025 Budgeted		
	Name	FTE	Salary	Name	FTE	Salary
Full-Time Salaries (161-511000)						
Town Clerk	Jennifer Congel	35.00	83,576	Jennifer Congel	35.00	86,919
Longevity						375
Anticipated Vacation Buy-back						1,672
Subtotal Full-Time Salaries		35.00	83,576		35.00	88,966
Part-Time Salaries (161-512000)						
Asst. Town Clerk	Shannon Ellis	18.00	28,342	Shannon Ellis	22.00	36,664
Subtotal Part-Time Salaries		18.00	28,342		22.00	36,664
Temporary/Seasonal Salaries (162-512000)						
Election Workers	Various		7,978	Various		7,978
Stipend/Town Clerk member of BOR			350			350
Subtotal Temporary Salaries			8,328			8,328
Overtime						
None						
Subtotal Overtime Salaries			-			-
GRAND TOTAL SALARIES		53.00	\$ 120,246	57.00	\$ 133,958	

DEPARTMENT COMMENTS

Request 4 hour per week increase for Asst. Town Clerk.
Wage increase consistent with WEA collective bargaining agreement.

FISCAL YEAR 2025 OPERATING BUDGET
TOWN CLERK & ELECTIONS BUDGET

161

Town Clerk & Elections Expense Detail

ORG	OBJECT	DESCRIPTION	BUDGETS			ACTUALS		
			FY 25 BUDGET	FY 24 BUDGET	FY 23 BUDGET	FY 23 ACTUAL	FY 22 ACTUAL	FY 21 ACTUAL
	520000	PURCHASE OF SERVICES	4,495	4,495	3,500	3,378	2,523	1,195
161	529100	Clerk Bylaws	4,495	4,495	3,500	3,378	2,523	1,195
	524000	REPAIRS & MAINTENANCE						
	527000	RENTALS & LEASES						
	530000	PROFESSIONAL & TECHNICAL	5,720	5,020	4,220	3,625	2,301	3,067
161	530000	Contract Services	4,000	3,300	3,200	3,006	2,236	3,007
161	530800	Seminars/Training	1,720	1,720	1,020	619	65	60
	534000	COMMUNICATION						798
161	534500	Postage						798
	535000	OPERATIONAL & PROGRAM COSTS						
	540000	SUPPLIES	1,500	1,500	1,500			545
161	542000	Office Supplies						545
161	558800	Town Clerk Bookbinding	1,500	1,500	1,500	1,178	96	
	560000	ASSESSMENTS						
	571000	TRAVEL & CONFERENCE	1,200	1,200	1,800	469		
161	571000	Travel - mileage	500	500	1,500			
161	571100	Meals/Lodging	700	700	300	469		
	573000	DUES & MEMBERSHIPS	400	400	500	110	100	70
161	573000	Dues & Memberships	400	400	500	110	100	70
	574000	OTHER CHARGES & EXPENSES						
TOTAL OPERATING BUDGET			\$ 13,315	\$ 12,615	\$ 11,520	\$ 8,760	\$ 5,020	\$ 5,675

DEPARTMENT COMMENTS

Increase in contract services line is due to the increased cost of sending out census and confirmation mailings

FISCAL YEAR 2025 OPERATING BUDGET
TOWN CLERK & ELECTIONS BUDGET

162
 Elections & Registrations

ORG	OBJECT	DESCRIPTION	BUDGETS			ACTUALS		
			FY 25 BUDGET	FY 24 BUDGET	FY 23 BUDGET	FY 23 ACTUAL	FY 22 ACTUAL	FY 21 ACTUAL
	520000	PURCHASE OF SERVICES						
	524000	REPAIRS & MAINTENANCE						
	527000	RENTALS & LEASES						
	530000	PROFESSIONAL & TECHNICAL	8,600	8,560	6,660	11,821	5,299	10,404
162	530000	Contracted services	6,800	6,800	4,900	7,739	3,088	6,992
162	530700	Printing	1,800	1,760	1,760	4,082	2,211	3,412
	534000	COMMUNICATION	2,800	2,600	2,600	129	29	2,006
162	534500	Postage	2,800	2,600	2,600	129	29	2,006
	535000	OPERATIONAL & PROGRAM COSTS						
	540000	SUPPLIES	1,625	1,425	1,400	1,516	501	722
162	542000	Office Supplies	1,200	1,000	1,000	753	250	279
162	549000	Food Supplies	425	425	400	763	251	443
	560000	ASSESSMENTS						
	571000	TRAVEL & CONFERENCE						
	573000	DUES & MEMBERSHIPS						
	574000	OTHER CHARGES & EXPENSES						
TOTAL OPERATING BUDGET			\$ 13,025	\$ 12,585	\$ 10,660	\$ 13,466	\$ 5,829	\$ 13,132

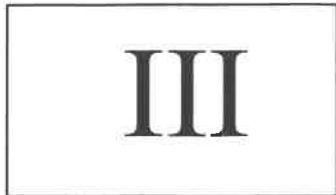
DEPARTMENT COMMENTS

Increases include postage and taking into account two state elections in FY 25 and one annual, as well as office supplies.



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 22, 2024



BUDGETS

~ B ~

REQUESTED BY:	Inspectional Services ~ Building Department
DESIRED ACTION:	To review and vote to approve the FY25 Building Department Budget
PROPOSED MOTION:	I move to approve the FY25 operating budget for the Building Department
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition (s):
VOTED:	

1/15/2024

TOWN OF WELFLEET, MASSACHUSETTS
FISCAL YEAR 2025 OPERATING BUDGET



INSPECTIONAL SERVICES BUDGET

FISCAL YEAR 2025 OPERATING BUDGET
INSPECTIONAL SERVICES BUDGET SUMMARY - BY TOWN MEETING APPROPRIATION

DESCRIPTION	BUDGETS			ACTUALS			
	FY 25 BUDGET	FY 24 BUDGET	FY 23 BUDGET	FY 23 ACTUAL	FY 22 ACTUAL	FY 21 ACTUAL	3 YR AVERAGE
SALARIES (FULL-TIME)	414,916	417,447	340,534	343,361	327,549	316,450	329,120
SALARIES (PART-TIME)	90,000	83,000	83,000	118,467	81,830	81,354	93,884
SALARIES (TEMPORARY)			5,000	5,655			2,828
OVERTIME							
SALARY SUB TOTAL	\$ 504,916	\$ 500,447	\$ 428,534	\$ 467,483	\$ 409,379	\$ 397,804	\$ 425,831
HEALTH & CONSERVATION DEPT EXPENSE	70,555	70,012	65,171	49,044	42,603	36,344	42,664
BUILDING INSPECTION EXPENSE	14,050	16,800	10,557	9,283	7,702	4,975	7,320
EXPENSE SUB TOTAL	\$ 84,605	\$ 86,812	\$ 75,728	\$ 58,327	\$ 50,305	\$ 41,319	\$ 49,984
TOTAL OPERATING BUDGET	\$ 589,521	\$ 587,259	\$ 504,262	\$ 525,810	\$ 459,684	\$ 439,123	\$ 475,815

TOWN OF WELLFLEET, MASSACHUSETTS

FISCAL YEAR 2025 OPERATING BUDGET

INSPECTIONAL SERVICES BUDGET

BUDGET ACCOUNT DETAILS

FISCAL YEAR 2025 OPERATING BUDGET
INSPECTIONAL SERVICES BUDGET - Building Department

241

Salary Expense Detail

	FY 2024 Budgeted			FY 2025 Budgeted		
	Name	FTE	Salary	Name	FTE	Salary
Full-Time Salaries (241-511000)						
Building Inspector	Angelo Salamone		81,967	Angelo Salamone		87,090
Health/Conservation Agent			165,509			
Admin Assistant - Health			86,728	Gary Locke		72,800
Admin Assistant - Bldg.			61,480	Dareen Davis		66,726
Conservation Agent				Beth Pyles		87,125
Health Agent				Heith Martinez		101,175
Amounts allocated from supplemental articles			21,763			
Subtotal Full-Time Salaries			417,447			414,916
Part-Time Salaries (241-512000)						
Inspectors			83,000			90,000
Subtotal Part-Time Salaries			83,000			90,000
Temporary/Seasonal Salaries (241-512500)						
Subtotal Temporary Salaries			-			-
Overtime						
None						
Subtotal Overtime Salaries			-			-
GRAND TOTAL SALARIES			\$ 500,447			\$ 504,916

DEPARTMENT COMMENTS

FISCAL YEAR 2025 OPERATING BUDGET

INSPECTIONAL SERVICES BUDGET - Building Dept.

241

Building Inspection Expense Detail

ORG	OBJECT	DESCRIPTION	BUDGETS			ACTUALS		
			FY 25 BUDGET	FY 24 BUDGET	FY 23 BUDGET	FY 23 ACTUAL	FY 22 ACTUAL	FY 21 ACTUAL
	520000	PURCHASE OF SERVICES	1,750	1,250	1,207	1,703	1,065	831
241	529000	Service Contract Copier	1,750	1,250	1,207	1,703	1,065	831
	524000	REPAIRS & MAINTENANCE						
	527000	RENTALS & LEASES						
	530000	PROFESSIONAL & TECHNICAL	4,700	4,700	4,500	2,234	2,964	958
241	530000	Contract Services	1,200	1,200	1,000	496	903	624
241	530700	Printing - special forms and permits	500	500	500	513	177	209
241	530800	Seminars/Training	3,000	3,000	3,000	1,225	1,884	125
	534000	COMMUNICATION	1,000	1,000	1,000	613	471	493
241	534000	Telephone	400	400	400	463	294	293
241	534500	Postage	600	600	600	150	177	200
	535000	OPERATIONAL & PROGRAM COSTS	300	300	300			184
241	558400	Field Supplies	300	300	300			184
	540000	SUPPLIES	2,000	1,750	1,750	1,772	1,491	1,388
241	542000	Office Supplies	1,750	1,500	1,500	1,772	1,470	1,138
241	558200	Uniforms	250	250	250		21	250
	560000	ASSESSMENTS						
	571000	TRAVEL & CONFERENCE	4,000	7,500	1,500	2,961	1,571	906
241	571000	Travel	4,000	7,500	1,500	2,961	1,571	906
	573000	DUES & MEMBERSHIPS	300	300	300		140	215
241	573000	Dues & Memberships	300	300	300		140	215
	574000	OTHER CHARGES & EXPENSES						
TOTAL OPERATING BUDGET			\$ 14,050	\$ 16,800	\$ 10,557	\$ 9,283	\$ 7,702	\$ 4,975

DEPARTMENT COMMENTS

FISCAL YEAR 2025 OPERATING BUDGET
INSPECTIONAL SERVICES BUDGET

510

Health Department Expense Detail

ORG	OBJECT	DESCRIPTION	BUDGETS			ACTUALS		
			FY 25 BUDGET	FY 24 BUDGET	FY 23 BUDGET	FY 23 ACTUAL	FY 22 ACTUAL	FY 21 ACTUAL
	520000	PURCHASE OF SERVICES	1,750	1,207	1,207	1,703	913	831
510	529000	Service Contract - copier	1,750	1,207	1,207	1,703	913	831
	524000	REPAIRS & MAINTENANCE						
	527000	RENTALS & LEASES						
	530000	PROFESSIONAL & TECHNICAL	53,000	53,000	52,659	40,778	34,712	30,638
510	530000	Contract Services	53,000	53,000	52,659	40,778	34,712	30,638
	534000	COMMUNICATION	2,400	2,400	2,400	1,277	1,661	966
510	530400	Advertising	100	100	100			
510	530700	Printing	1,100	1,100	1,100	827	1,034	345
510	534000	Telephone	600	600	600	300	300	450
510	534500	Postage	600	600	600	150	327	171
	535000	OPERATIONAL & PROGRAM COSTS						
	540000	SUPPLIES	7,100	7,100	2,600	1,570	1,272	1,106
510	542000	Office Supplies	1,400	1,400	1,400	1,570	1,272	1,106
510	544200	Transfer Station Stickers	1,200	1,200	1,200			
510	548000	Gasoline	4,500	4,500				
	560000	ASSESSMENTS	2,200	2,200	2,200	2,200	2,200	2,200
510	563000	Greenhead Fly Control	2,200	2,200	2,200	2,200	2,200	2,200
	571000	TRAVEL & CONFERENCE	2,900	2,900	2,900	1,416	1,467	240
510	530800	Seminars/Training	1,500	1,500	1,500	1,080	1,140	240
510	571000	Travel	1,000	1,000	1,000	336	327	
510	571100	Meals & Lodging	400	400	400			

FISCAL YEAR 2025 OPERATING BUDGET
INSPECTIONAL SERVICES BUDGET

510

Health Department Expense Detail

ORG	OBJECT	DESCRIPTION	BUDGETS			ACTUALS		
			FY 25 BUDGET	FY 24 BUDGET	FY 23 BUDGET	FY 23 ACTUAL	FY 22 ACTUAL	FY 21 ACTUAL
	573000	DUES & MEMBERSHIPS	805	805	805	100	378	363
510	573000	Dues/Memberships	805	805	805	100	378	363
	574000	OTHER CHARGES & EXPENSES	400	400	400			
510	585000	Small Equipment	400	400	400			
TOTAL OPERATING BUDGET			\$ 70,555	\$ 70,012	\$ 65,171	\$ 49,044	\$ 42,603	\$ 36,344

DEPARTMENT COMMENTS



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 22, 2024



BUDGETS

~ C ~

REQUESTED BY:	Water Enterprise Fund
DESIRED ACTION:	To approve the FY25 water enterprise fund
PROPOSED MOTION:	I move t approve the FY25 operating budget for the water enterprise budget.
Summary:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

1/15/2024

TOWN OF WELFLEET, MASSACHUSETTS
FISCAL YEAR 2025 OPERATING BUDGET



WATER ENTERPRISE FUND BUDGET

FISCAL YEAR 2025 OPERATING BUDGET
WATER ENTERPRISE FUND BUDGET SUMMARY - BY TOWN MEETING APPROPRIATION

DESCRIPTION	BUDGETS			ACTUALS			
	FY 25 BUDGET	FY 24 BUDGET	FY 23 BUDGET	FY 23 ACTUAL	FY 22 ACTUAL	FY 21 ACTUAL	3 YR AVERAGE
SALARIES (FULL-TIME)	120,000						
SALARIES (PART-TIME)	39,000	30,582	27,087	29,087	21,057	13,656	21,267
SALARIES (TEMPORARY)							
OVERTIME							
SALARY SUB TOTAL	\$ 159,000	\$ 30,582	\$ 27,087	\$ 29,087	\$ 21,057	\$ 13,656	\$ 21,267
Water Dept. Expense	339,490	408,691	368,521	241,062	264,892	265,906	257,287
EXPENSE SUB TOTAL	\$ 339,490	\$ 408,691	\$ 368,521	\$ 241,062	\$ 264,892	\$ 265,906	\$ 257,287
TOTAL OPERATING BUDGET	\$ 498,490	\$ 439,273	\$ 395,608	\$ 270,149	\$ 285,949	\$ 279,562	\$ 278,553

TOWN OF WELFLEET, MASSACHUSETTS

FISCAL YEAR 2025 OPERATING BUDGET

WATER ENTERPRISE FUND BUDGET

BUDGET ACCOUNT DETAILS

FISCAL YEAR 2025 OPERATING BUDGET
WATER ENTERPRISE FUND BUDGET

450

Salary Expense Detail

	FY 2024 Budgeted			FY 2025 Budgeted		
	Name	FTE	Salary	Name	FTE	Salary
Full-Time Salaries (450-511000)						
WATER/WASTEWATER SUPERINTENDENT				VACANT		120,000
Subtotal Full-Time Salaries			-			120,000
Part-Time Salaries (450-512000)						
WATER CLERK			30,582	Karen Plantier		39,000
Subtotal Part-Time Salaries			30,582			39,000
Temporary/Seasonal Salaries						
Subtotal Temporary Salaries			-			-
Overtime (450-513000)						
None						
Subtotal Overtime Salaries			-			-
GRAND TOTAL SALARIES			\$ 30,582			\$ 159,000
DEPARTMENT COMMENTS						

FISCAL YEAR 2025 OPERATING BUDGET
WATER ENTERPRISE FUND BUDGET

450

Water Dept. Expense Detail

ORG	OBJECT	DESCRIPTION	BUDGETS			ACTUALS		
			FY 25 BUDGET	FY 24 BUDGET	FY 23 BUDGET	FY 23 ACTUAL	FY 22 ACTUAL	FY 21 ACTUAL
	520000	PURCHASE OF SERVICES	26,000	12,300	12,000	11,421	10,968	11,203
450	521000	Electricity	26,000 #	12,300	12,000	11,421	10,968	11,203
	524000	REPAIRS & MAINTENANCE	10,000					
		Chemicals/testing	10,000					
	527000	RENTALS & LEASES						
	530000	PROFESSIONAL & TECHNICAL	28,500	38,350	2,200		986	13,581
450	529300	Legal	2,500	2,050	2,000		140	95
450	530000	Contact Services	10,000	30,000			846	13,372
450	530100	Software Maintenance	6,000	6,000				
450	530400	Advertising	10,000 #	300	200			114
	534000	COMMUNICATION	1,000	1,025	1,000	117	138	662
450	534000	Telephone	1,000	1,025	1,000	117	138	662
450	534500	Postage	1,000	2,500	1,550	33	52	2
	535000	OPERATIONAL & PROGRAM COSTS	118,778	117,875	115,000	111,448	136,974	130,011
450	535600	Operations Contract	88,778	87,125	85,000	97,995	135,211	90,021
450	535600	Operations Contingency	30,000	30,750	30,000	13,453	1,763	39,990
	540000	SUPPLIES	20,000	20,775	20,250	883	5,248	620
450	542000	Office Supplies	1,000	275	250		35	170
450	543000	Repair/Maint Supplies - hydrants/valves, etc.	19,000	20,500	20,000	883	3,773	450
450	544700	Meters & Equipment					1,440	
	560000	ASSESSMENTS						
	571000	TRAVEL & CONFERENCE						
	573000	DUES & MEMBERSHIPS	3,000					
		Training	3,000					
	574000	OTHER CHARGES & EXPENSES	131,212	215,866	216,521	117,160	110,526	109,827
450	578000	Indirect Cost Allocation - Benefit allocation from \$145k override	25,000	10,300	7,000	9,539	2,200	796
450-5910	657001	Debt Service - USDA Phase 2 Principal (27)	25,642	90,642	90,642	25,642	25,642	25,642
450-5915	657001	Debt Service - USDA Phase 2 Interest (27)	21,154	55,509	31,538	22,564	23,269	23,974
450-5910	657002	Debt Service - USDA Phase 1 Principal (26)	33,054	32,287	59,464	31,538	30,806	30,092
450-5915	657002	Debt Service - UDA Phase 1 Interest (26)	26,362	27,128	27,877	27,877	28,609	29,323

FISCAL YEAR 2025 OPERATING BUDGET
WATER ENTERPRISE FUND BUDGET

450

Water Dept. Expense Detail

ORG	OBJECT	DESCRIPTION	BUDGETS			ACTUALS		
			FY 25 BUDGET	FY 24 BUDGET	FY 23 BUDGET	FY 23 ACTUAL	FY 22 ACTUAL	FY 21 ACTUAL
TOTAL OPERATING BUDGET			\$ 339,490	\$ 408,691	\$ 368,521	\$ 241,062	\$ 264,892	\$ 265,906

DEPARTMENT COMMENTS

Note 1: New well coming online, increase in electric supply rate eff. 7/1

Note 2: Anticipated marketing contract to encourage connections

FISCAL YEAR 2025 OPERATING BUDGET
WATER ENTERPRISE FUND BUDGET

450

Water Enterprise Revenue Estimates

ORG	OBJECT	DESCRIPTION	BUDGETS			ACTUALS		
			FY 25 BUDGET	FY 24 BUDGET	FY 23 BUDGET	FY 23 ACTUAL	FY 22 ACTUAL	FY 21 ACTUAL
		Water Usage Charges	169,440	147,500	145,000	170,475	172,242	93,155
		System Development Fee	30,560	15,000		50,560	114,559	89,208
		Loan Principal Interest		15,000				
		Other Income		1,500		4,679	158	625
		Subtotal Operating Revenue	200,000	179,000	145,000	225,714	286,959	182,988
		General Fund Subsidy	144,490	256,778	250,608	250,608	84,214	119,463
		Prop 2 1/2 override subsidy for WW Superintendent	145,000					
TOTAL OPERATING BUDGET			\$ 489,490	\$ 435,778	\$ 395,608	\$ 476,322	\$ 371,173	\$ 302,451

DEPARTMENT COMMENTS



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 22, 2024

IV

TOWN MEETING DATE

~ A ~

REQUESTED BY:	Selectboard Member Ryan Curley
DESIRED ACTION:	To discuss the possibility of changing the date of town meeting
PROPOSED MOTION:	If it is decided to change the date a motion will be made at the meeting.
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 22, 2024

V

DRAFT TOWN MEETING WARRANT

REQUESTED BY:	The Selectboard
DESIRED ACTION:	To review and discuss the current draft annual town meeting warrant
PROPOSED MOTION: SUMMARY:	There is no motion needed at this time.
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,

<u>Budget Element</u>	<u>FY 2024</u>	<u>FY 2025</u>
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	641,000	884,567
Funding Sources:		
Marina Revenue	641,000	731,265
Marina Enterprise Fund Retained Earnings		136,302
Other Available Funds	-	<u>17,000</u>
Total Funding Sources	641,000	884,567

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 22, 2024

VI

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 _____