



# MEETING NOTICE POSTING & AGENDA

TOWN CLERK'S STAMP

## TOWN OF HULL

Pursuant to MGL Chapter 30A, § 18-25 all Meeting Notices must be filed and time stamped in the Town Clerk's Office and posted at least **48 hours prior to the meeting** (excluding Saturdays, Sundays and Holidays). Please be mindful of the Town Clerk's business hours of operation and make the necessary arrangements to ensure this Notice is received and stamped in by the Town Clerk's Office and posted by at least **30 minutes** prior to the close of business on the day of filing.

<b>Board or Committee</b>	<b>Select Board</b>
<b>Date &amp; Time of Meeting</b>	<b>Wednesday, April 24, 2024 at 7:00 pm</b>
<b>Meeting Location</b>	<b>Hull Town Hall, 253 Atlantic Ave Hull, MA 02045</b>
<b>Requested By:</b>	<b>Jennifer Constable, Town Manager</b>

## AGENDA

- 7:00** Patrick Ford, Director of Business Development Lazparking, Request to park 900 cars in Hull Redevelopment Authority (HRA) parking lot.
- 7:10** Dennis Zaia, Chair of HRA, Re: Request permission to hold Stars Above: An All American Open Air Circus; Tuesday July 2<sup>nd</sup> and Wednesday, July 3<sup>rd</sup>, 2024.
- 7:20** Justin Gould and Andrew Spinale, Steamboat Wharf, LLC, Re, Request approval to sublet a portion of 48 George Washington Blvd, to David Peters, Steamboat Provisions LLC., dba The Drift.

## DISCUSSION

- 1. Review and Sign Memorandum of Understanding (MOU) between the School Department and the General Government regarding usage of the Memorial School.**
- 2. Review of 2024 Annual Town Meeting Warrant**

## APPROVALS

- 1. AF Acquisitions Corp, dba Topsy Tuna, 276 Nantasket Ave, Freidy Elkhoury, Manager Re: (A) Seasonal All Alcohol License; (B) Common Victualer License; (C) Entertainment (RENEWAL).**
- 3. Mike McGurl, Executive Director, 1117 Nantasket Ave, Hull Life Saving Museum Re: One Day Wine and Malt License on Tuesday, June 11, 2024 from 3:00 pm to 7:00 pm for a Reception.**
- 4. Armando Aguilar, Grand Knight, Hull Knights of Columbus Re: Parking Lot Application to park 30 cars at 440 Nantasket Avenue.**

## TOWN MANAGER UPDATES

The listings of items are those reasonably anticipated by the Chair which may be discussed. Not all items listed may in fact be discussed and other items not listed may also be discussed to the extent permitted by law

**PARKING LOT APPLICATION**

**FEE: \$50.00 PER CAR**

**DATE:** \_\_\_\_\_

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FID or SS # \_\_\_\_\_

BUSINESS NAME (DBA) IF APPLICABLE \_\_\_\_\_

ADDRESS OF PARKING LOT \_\_\_\_\_

NUMBER OF CARS \_\_\_\_\_

SIGNATURE OF APPLICANT \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

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**REFERRED TO FIRE CHIEF**

APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_

SIGNATURE OF FIRE CHIEF \_\_\_\_\_

**REFERRED TO BUILDING COMMISSIONER**

APPROVED FOR \_\_\_\_\_ CARS

SIGNATURE OF BUILDING COMMISSIONER

# HRA

Hull Redevelopment Authority

## Parking Lot Lease and Management Request For Proposals Summer 2024

**NOTICE**  
**Request for Proposals**  
**Hull Redevelopment Authority**  
**2024 Parking Lot Lease**

The Hull Redevelopment Authority (HRA) is soliciting this Request for Proposals (RFP) to lease, operate, and manage parking on property owned by the Hull Redevelopment Authority generally bounded by Phipps Street, Hull Shore Drive Extension, Water Street and Nantasket Avenue for use as public parking from May 1, 2024 through September 30, 2024, subject to the terms and conditions of the RFP. The areas for are identified as "Parking Area A", "Parking Area B" and "Parking Area C", as shown on the "2024 HRA Parking Area" map included with the RFP.

The RFP package will be available March 6, 2024. A digital copy may be obtained by emailing [chris@hra02045.com](mailto:chris@hra02045.com).

Questions shall be directed to [chris@hra02045.com](mailto:chris@hra02045.com) prior to March 25, 2024 at 2:00 PM.

Proposals must be submitted to the HRA on or before April 5, 2024 at 2:00 PM and addressed to the HRA c/o Office of Community Development at the address below. All proposals are required to be submitted in a sealed envelope clearly marked PARKING PROPOSAL.

Proposals will be opened at the HRA meeting on April 8, 2023 at 7:00PM. The meeting will be held "virtually" online at the ZOOM link below. Connection information to the meeting is as follows:

Join meeting from your computer, tablet or smartphone at the following ZOOM link:

<https://zoom.us/j/92673153823?pwd=czhMSzBoTkxTM0JTRE1lNXdkMWpBdz09>  
(active link available at [hra02045.com/meetings](http://hra02045.com/meetings))

**Or**

Join meeting by phone at: 929 205 6099  
Meeting ID: 926 7315 3823  
Passcode: 548900

**Applicants are REQUIRED to attend this meeting.**

The HRA has the right to reject any and all bidders.

**This RFP consists of the following:**

**Cover Page**

**Notice**

**A. Information/Terms/Conditions**

- 1. Property Included**
- 2. Terms and Conditional of Proposals**
- 3. Award Evaluation Factors**
- 4. Additional Documents and Submittal of RFP**

**B. Exhibits:**

**Parking Lot Lease Application Form**

**Attachment A – Certification of Non-Collusion**

**Attachment B – Certificate of Tax Compliance**

**Attachment C – Disclosure Statement (M.G.L. c. 7C s. 38)**

**Attachment D – 2024 HRA Parking Area Map**

**Attachment E – HRA Parking Operations Scope of Services (May 1 – September 30, 2024)**

**Attachment F – Form of Lease Agreement**

## **A. INFORMATION / TERMS / CONDITIONS**

The Hull Redevelopment Authority is soliciting this Request for Proposals to lease, manage and operate parking on property owned by the Hull Redevelopment Authority (HRA) generally bounded by Phipps Street, Hull Shore Drive Extension, Water Street and Nantasket Avenue for use as public parking for a one year period from May 1, 2024 through September 30, 2024, subject to the terms and conditions contained in this RFP.

### **1. Property Included.** The following areas are included in this RFP:

- 1.1. **PARKING AREA A, PARKING AREA B AND PARKING AREA C, AS SHOWN ON THE PLAN ATTACHED HERETO AS ATTACHMENT D: 2024 HRA PARKING AREA MAP, (COLLECTIVELY, THE "PROPERTY"), EXCLUDING ANY AREA SHOWN AS A CONCESSION VENDOR AREA. THE MAP IS NOT DRAWN TO SCALE – AREAS DEDICATED FOR CONCESSION VENDORS ARE CURRENTLY DEFINED AT THE SITE BY WOODEN POLES THAT HAVE BEEN POSITIONED ON THE GROUND.**
- 1.2. **PROPOSAL MUST INCLUDE PARKING AREA A, B AND C TOGETHER AS THE PROPERTY. NO SEPARATE PROPOSALS WILL BE ENTERTAINED.**
- 1.3. **PROPOSAL MUST COMPLY WITH OBLIGATIONS SET FORTH ON ATTACHMENT E- HRA PARKING OPERATIONS SCOPE OF SERVICES MAY 1, 2024 TO SEPTEMBER 30, 2024.**
- 1.4. **TENANT SHALL ALLOW VEHICLES WITH A VALID TOWN OF HULL 2024 MUNICIPAL OR RESTRICTED AREA PARKING PERMIT TO PARK ON THE PROPERTY FREE OF CHARGE.**
- 1.5. **THE PARKING SEASON IS FROM MAY 1, 2024 – SEPTEMBER 30, 2024.**
- 1.6. **IT IS ANTICIPATED THAT THE SUCCESSFUL BIDDER WILL BE ABLE TO PARK 900 VEHICLES DURING OPERATING HOURS FOR THE 2024 SEASON (NOT COUNTING CARS WITH HULL PARKING STICKERS WHO SHALL NOT BE CHARGED FOR PARKING).**
- 1.7. **LOT C IS OPEN TO HULL RESIDENT STICKER, RESTRICTED AREA PARKING PERMIT AND HANDICAPPED VEHICLES ONLY, BUT WILL BE LEASED, MANAGED AND OPERATED BY SUCCESSFUL BIDDER.**

### **2. Terms and Conditions of Proposals.**

The following terms and conditions shall apply to this RFP and to any proposal submitted in response to this RFP:

- 2.1. **USE: THE USE OF THE PROPERTY SHALL BE FOR PUBLIC PARKING**
- 2.2. **PRICING– PARKING FEES SET AT \$20.00 PER VEHICLE AND MAY BE CHANGED ONLY AT THE DISCRETION OF THE HRA BOARD AND IN COMPLIANCE WITH TOWN OF HULL PARKING REGULATIONS.**
- 2.3. **TERM: TERM OF THE CONTRACT ("TERM") IS FROM MAY 1, 2024 TO SEPTEMBER 30, 2024.**
- 2.4. **TENANT MUST ALLOW THE FREE USE OF PARKING AREA B FOR A NORTHEAST PUBLIC POWER ASSOCIATION NEPPA EVENT FROM MAY 1, 2024 THROUGH AND INCLUDING MAY 14, 2024. NO VEHICLES OTHER THAN THOSE ASSOCIATED WITH THE EVENTS SHALL BE PARKED IN PARKING AREA B AT THIS TIME.**
- 2.5. **TENANT MUST ALLOW THE FREE USE OF PARKING AREA B FOR A CARNIVAL, FROM JUNE 10, 2024 THROUGH AND INCLUDING JUNE 16, 2024. NO VEHICLES OTHER THAN THOSE ASSOCIATED WITH THE**

EVENTS SHALL BE PARKED IN PARKING AREA B AT THIS TIME.

- 2.6. TENANT MUST ALLOW THE FREE USE OF PARKING AREA B FOR A CARNIVALS, FROM JULY 16, 2024 THROUGH AND INCLUDING JULY 20, 2024. NO VEHICLES OTHER THAN THOSE ASSOCIATED WITH THE EVENTS SHALL BE PARKED IN PARKING AREA B AT THIS TIME.
- 2.7. TENANT MUST ALLOW THE FREE USE OF PARKING ON THE SOUTHERN ONE THIRD OF LOT B FOR A STARS ABOVE CIRCUS EVENT FROM JULY 1 THROUGH AND INCLUDING JULY 3.
- 2.8. MINIMUM PAYMENT AMOUNT: FOR THE LEASE, OPERATION AND MANAGEMENT OF PARKING ON THE PROPERTY FOR THE TERM.
- A MINIMUM LEASE PAYMENT TO THE HRA OF \$150,000.00 IS REQUIRED; IN ADDITION TO MINIMUM LEASE PAYMENT, HRA WILL CONSIDER PROFIT/REVENUE SHARING ADDITIONAL PAYMENTS.
  - TENANT SHALL BE RESPONSIBLE FOR ALL PERMIT, LICENSE AND OTHER FEES DUE TO THE TOWN OF HULL, EXCEPT THAT THE HRA WILL BE RESPONSIBLE FOR THE PAYMENT OF ALL REQUIRED POLICE DETAILS THAT WILL BE PAID BY THE HRA DIRECTLY TO THE HULL POLICE DEPARTMENT.
  - THE HRA ASSUMES FULL CAPACITY AT 900 VEHICLES AND RFP BID AMOUNTS SHOULD BE REFLECTIVE OF THAT NUMBER. IN THE EVENT THAT THE NUMBER OF VEHICLES IS LIMITED TO A NUMBER BELOW 900 BY THE STATE, TOWN, HRA, OR OTHER GOVERNING BODY FOR ANY REASON, THE APPROVED BID PRICE WILL BE REDUCED IN PROPORTION TO THE REDUCTION IN ALLOWED VEHICLE SPACES AS DETERMINED BY THE HRA.
- 2.9. TOWN OF HULL TAX PAYMENTS. TAXES MAY BE ASSESSED BY THE TOWN OF HULL. TENANT SHALL NOT REQUEST ANY ABATEMENT FROM THE TOWN OF HULL WHETHER DURING OR AFTER THE TERM. IF ANY ABATEMENT IS RECEIVED THE HRA WILL BE ENTITLED TO TWO HUNDRED PERCENT (200%) OF THE AMOUNT RECEIVED BY THE PROPOSER.
- 2.10. TOWN OF HULL PERMITS. ALL NECESSARY PERMITS (PARKING PERMIT THROUGH THE BOARD OF SELECTMEN) AND INSURANCE MUST BE OBTAINED AS REQUIRED PRIOR TO OPENING AND USE OF PARKING LOT.
- 2.11. INSURANCE. PROPOSER MUST HAVE GENERAL LIABILITY INSURANCE (MINIMUM \$1,000,000 PER OCCURRENCE/\$2,000,000 AGGREGATE) PROVIDED BY A COMPANY QUALIFIED TO DO BUSINESS IN MASSACHUSETTS INSURING THE PROPOSER AND NAMING THE HRA AS AN ADDITIONAL INSURED AGAINST INJURIES TO PERSONS AND DAMAGE TO PROPERTY. A COPY OF THE INSURANCE CERTIFICATE MUST BE FORWARDED TO THE HRA AT THE TIME THE LEASE IS SIGNED, ALONG WITH CONTACT INFORMATION FOR THE INSURANCE COMPANY AGENT SO THAT THE HRA MAY CONFIRM THE INSURANCE.
- 2.12. NO ASSIGNMENT/SUBLETTING. THE SUCCESSFUL PROPOSER MAY NOT ASSIGN OR SUBLET ALL OR ANY PORTION OF THE PROPERTY OR ITS INTEREST THEREIN WITHOUT APPROVAL OF THE HRA.
- 2.13. QUESTIONS. ALL QUESTIONS REGARDING THIS RFP OR THE USE OF THE PARKING LOT SHALL BE SUBMITTED IN WRITTEN FORM TO CHRIS DIORIO AT CHRIS@HRA02045.COM PRIOR TO MARCH 25, 2024 AT 2:00PM.
- 2.14. PAYMENT TERMS:
- 2.14.1. BID respondents shall submit at least ten percent (10%) of proposed payment together with the bid proposal.

- 2.14.2. When the selected Tenant is awarded the Property, another payment in the amount of ten percent (10%) of the full contract amount specified in the proposal shall be made to the HRA within 5 business days of the award.
- 2.14.3. On or before July 1, 2024 – forty percent (40%) of the full contract amount of the payment must be paid to the HRA
- 2.14.4. On or before August 1, 2024 the balance of the payment (that is, the remaining forty percent (40% balance) must be paid to the HRA.
- 2.14.5. On or before October 1, 2024 any profit/revenue sharing with all supporting documentation.
- 2.14.6. Payment Requirements:
  - 2.14.6.1. All payments to be made by Cashiers or Certified Check made payable to the Hull Redevelopment Authority. Personal/business checks and cash will not be accepted.
  - 2.14.6.2. If any balance is not paid on time, the HRA will have the right to award the proposal to another acceptable bidder immediately.
  - 2.14.6.3. ANY AND ALL DEPOSITS AND PAYMENTS WILL BE FORFEITED SHOULD THE SELECTED CANDIDATE DEFAULT ON ANY PAYMENT NOT PAID TO THE HRA WHEN DUE.
  - 2.14.6.4. Any payments referenced in subsections 2.14.3 and 2.14.3 above and made late (that is, more than 5 business days after the due date) shall incur a late fee of 5% of the payment amount.

**2.15      LEASE AGREEMENT. THE SUCCESSFUL BID PROPOSER MUST SIGN A LEASE INCORPORATING THE TERMS, CONDITIONS AND REQUIREMENTS CONTAINED IN THIS RFP, INCLUDING, WITHOUT LIMITATION THE PROVISIONS OF ATTACHMENT E TO THIS RFP WHICH WILL ALSO BE AN ATTACHEMENT TO THE LEASE. THE HRA MAY MODIFY OPERATING RULES AS NEEDED DURING THE TERM SHOULD PUBLIC EMERGENCIES ARISE OR UPON ANY DEFAULT OF THE LEASE OR SUCCESSFUL PROPOSAL.**

**2.16      MAINTENANCE AND REPAIR OF PROPERTY: THE GROUNDS OF THE PROPERTY (LOTS A, B AND C) MUST BE CLEANED DAILY OF ALL TRASH. THIS MUST BE DONE PERIODICALLY THROUGHOUT THE DATE AND AT THE END OF THE DAY.**

**2.17      RIGHT TO REJECT AND WAIVE: The HRA HAS THE RIGHT TO REJECT ANY AND ALL PROPOSALS. THE HRA HAS THE RIGHT TO REJECTS ANY AND ALL PROPOSALS. THE HRA HAS THE RIGHT TO WAIVE, OR DECLINE TO WAIVE, ANY MINOR DEFICIENCIES IN ANY PROPOSAL.**

**3. Award Evaluation Factors.** The HRA will select the most advantageous proposal from a responsive and responsible proposer, taking into consideration price and all other evaluation criteria as set forth below:

- 3.1.**      The ability of the proposer to conform to the terms, conditions and requirements of this RFP, including, without limitation, the compliance with the obligations set forth in Attachment E to this RFP, will be a factor in the evaluation.
- 3.2.**      The lease payments to be made to the HRA, including, without limitation, any proposed additional revenue/profit sharing proposed to be paid to HRA.



- 3.3. The overall experience of the proposer and the experience of the proposer with electronic management systems for parking lots.

4. **Additional Documents and Submittal of RFP.** All proposers shall sign the following when submitting the RFP:

- 4.1. Application Form – see attached. Use additional pages as need to indicate how you intend to operate the property and confirm that the terms, conditions, and requirements contained in the RFP will be satisfied and followed, or if not, indicate the reasons why – please print legibly;
- 4.2. Attachment A - Certification of Non-Collusion attached to this RFP;
- 4.3. Attachment B- the Certificate of Tax Compliance attached to this RFP.
- 4.4. The successful proposer shall sign at the time of award: Attachment C - Disclosure Statement for Transaction with a Public Agency Concerning Real Property pursuant to the provisions of Mass. General Laws c. 7C, section 38 (formerly c. 7, section 40J); and Attachment E – the Lease.

**Proposals must be submitted to the HRA on or before April 5, 2024 at 2:00 PM to the HRA c/o Office of Community Development, 253 Atlantic Ave., Hull, MA 02045; All proposals are required to be submitted in a sealed envelope clearly marked “PARKING PROPOSAL”. Proposals will be opened at the HRA meeting on April 8, 2024 at 7:00PM to be held virtually.**

Connection information to the meeting is as follows:

Join meeting from your computer, tablet or smart phone at the following link:

<https://zoom.us/j/92673153823?pwd=czhMSzBoTkxTMOJTRE1INXdkMWpBdz09>

*(active link available at [hra02045.com/meetings](http://hra02045.com/meetings))*

**Or**

Join meeting by phone at: 929 205 6099

Meeting ID: 926 7315 3823

Passcode: 548900

**All proposers submitting a proposal in response to this RFP must be present, or have a representative present, at that meeting on April 8, 2024 at 7:00PM in order for HRA to conduct a brief interview of each proposer. If the proposer or a representative is not present, the proposal will NOT be considered.**

**B. EXHIBITS**

**PARKING LOT LEASE APPLICATION FORM**

Total Amount of Proposal: \_\_\_\_\_ (\$\_\_\_\_\_).  
(minimum \$150,000)

Any revenue/profit sharing: \_\_\_\_\_

Include Cashier's or Certified Check in the amount of Ten percent (10%) of base proposal amount (not including revenue/profit sharing. It is required that this be provided at or before the bid opening.

Your name:	
Title in Organization/Company (if any):	
Company/Organization Name (if any):	
Nature of business of Company/Organization (if any)	
Telephone (Day)	
Telephone (Evening)	
Telephone (Cell)	
Email Address	
Mailing Street Address:	
City:	
State:	
Zip:	
Insurance Company:	
Insurance Company's Phone:	
Insurance Agency:	
Insurance Agency's Phone:	
Type of Insurance:	

Provide details on you intend to operate, manage and enforce parking on the Property? (use additional pages as necessary)	
Provide details on the electronic parking management system that you will use and how it meets the requirements set by this RFP in Attachment E. (use additional pages as necessary).	
Will you confirm and satisfy the terms, conditions and requirement contained in this RFP and scope of services?	YES or NO (if NO, indicate what will not be satisfied and why)
<i>Signature:</i>	Date:

**ADDITIONAL INFORMATION FOR HRA CONSIDERATION:** (NOTE: INSERT ADDITIONAL SHEETS IF NECESSARY)

**Do not forget to sign your form and complete/submit Attachment A, B & C!**

## **ATTACHMENT A**

### **CERTIFICATION OF NON-COLLUSION**

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **ATTACHMENT B**

### **CERTIFICATE OF TAX COMPLIANCE**

Pursuant to Chapter 62C, Section 49A, of the Massachusetts General Laws, I, [Insert Name]\_\_\_\_\_, authorized signatory for \_\_\_\_\_[Insert name of entity], do hereby certify under the pains and penalties of perjury that said Lessee/Licensee has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Tax ID number: \_\_\_\_\_

## **ATTACHMENT C**

### **DISCLOSURE STATEMENT FOR TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

#### **INSTRUCTION SHEET**

**NOTE:** The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

**Section (1):** Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

**Section (2):** Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

**Section (3):** Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

**Section (4):** Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

**Section (5):** Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

**Section (6):** List the names and addresses of every legal entity and every natural person that has or will have a direct or indirect beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

**Section (7):** Check "NONE" in the box if none of the persons mentioned in Section 6 is employed by DCAMM or an official elected to public office in the Commonwealth of Massachusetts. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM or an official elected to public office.

**Section (8):** The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

**Section (9):** Make sure that this Disclosure Statement is signed by all required parties. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

DCAMM's acceptance of a statement for filing does not signify any opinion by DCAMM that the statement complies with applicable law.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:  
Deputy Commissioner for Real Estate  
Division of Capital Asset Management and Maintenance  
One Ashburton Place, 15<sup>th</sup> Floor, Boston, MA 02108

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

- (1) REAL PROPERTY: Parking Lots A, B & C, Hull Shore Drive, Hull, MA
- (2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT: Lease/Agreement for Parking Lots
- (3) PUBLIC AGENCY PARTICIPATING in TRANSACTION: Hull Redevelopment Authority
- (4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY:
- (5) ROLE OF DISCLOSING PARTY (Check appropriate role):
- |                                     |                                  |
|-------------------------------------|----------------------------------|
| ____ Lessor/Landlord                | ____ <u>X</u> ____ Lessee/Tenant |
| ____ Seller/Grantor                 | ____ Buyer/Grantee               |
| ____ Other (Please describe): _____ |                                  |

- (6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

_____	_____
_____	_____

- (7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (Check "NONE" if NONE):

☐ NONE

NAME:

POSITION:

_____	_____
_____	_____
_____	_____

- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

*No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.*

*Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.*

*The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.*

- (9) This Disclosure Statement is hereby signed under penalties of perjury.

\_\_\_\_\_  
PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

\_\_\_\_\_  
AUTHORIZED SIGNATURE of DISCLOSING PARTY      DATE (MM / DD / YYYY)

\_\_\_\_\_  
PRINT NAME & TITLE of AUTHORIZED SIGNER



## ATTACHMENT D

### 2024 HRA PARKING AREA MAP



#### HRA MAP Edits

- Add Lot C: Hull parking sticker lot add color or border. Add to text below map.
- Title: **2024 HRA PARKING AREA MAP**
- Concession Vender Area Blue box in Lot A and Lot B bigger. Remove extra text
- Hull Shore Common remove lease add lot. Remove extra text

## **Attachment E**

### **HRA PARKING OPERATIONS SCOPE OF SERVICES MAY 1, 2024 TO SEPTEMBER 30, 2024**

#### **OPERATION**

##### **STAFFING; SIGNAGE; OPERATIONS:**

The Tenant must hire and manage adequate staffing for the operation of the 3 lots. Job responsibilities of staff include (but are not limited to):

- Accepting credit card payment on handheld device
- Verifying/enforcing payment via QR code by scanning license plate
- verifying town or handicapped sticker
- Directing traffic
- Regularly walk around and scan plates for payment. Enter warning into system if unpaid and issue warning onto window. (See enforcement section below for more information)
- Answering questions/general customer service
- General clean-up of each lot throughout the day
- Tenant to provide HRA with records of staffing at each Lot by day of the week, weather and holidays.

##### **ALL LOTS: A, B & C**

- Each lot entrance shall be easily identified with signage approved by the HRA
- At least one attendant controlling access at entrance
- No cash, all parking and transactions will be tracked through an application that is accessible through a phone application and/or web application, a hand held scanner for the attendant and a hand held scanner used for enforcement.
- Resident Sticker, Restricted Area Parking Permit and Handicapped vehicles are allowed to park at no charge in all 3 lots.
- Vehicles that have MA Registered Handicap Placard or Handicap License Plate. (*Placards must be displayed if there is no handicap parking plate*).
- *No overnight parking - cars will be towed. From dusk to dawn - When Dark*

##### **LOTS A & B**

- There shall be ONE entrance and ONE exit to each lot to reduce traffic impact
- Total of 900 spaces are available for paid parking
- Town Stickers (Resident & Restricted Area Parking) and Handicapped vehicles are in addition to the 900 spaces available for paid parking
- Hours of Operation 8am-6pm
- Staggered lot operation times: When Lot A reaches approximately 175 paying cars, then open Lot B.
- When exit traffic backs up the attendants will regulate exiting traffic.

##### **LOT C**

- Resident Sticker, Restricted Area Parking Permit and Handicapped vehicles only
- Hours of Operation Enforcement 8am-6pm
- Tenant must regularly monitor Lot C

## ENFORCEMENT:

- The Tenant will be responsible for enforcing payment, issuing warnings and contacting a pre-selected tow service to remove violators from the lots A, B and C
- The handheld device shall provide the ability to identify if vehicles have not paid the fee and trespassed on the lot
- The database created by the handheld device will provide staff with information on the number of times a vehicle has trespassed by not paying the fee.
  - The Tenant will be directed to provide a warning on a first offense
  - The Tenant will be directed to contact a towing service on a second offense
  - The Tenant will contract separately with a towing service for the Tenant to use for enforcement.
  - The Electronic Management System described below shall track parking violations and repeat parking offenders.
  - The Tenant shall provide warning notices and place such warning notice on a vehicle that violates any of the parking requirements.

## MAINTENANCE:

- The Tenant is responsible for maintaining Lots A, B and C.
- Trash and debris shall be routinely picked up throughout the day and the lots shall be left in a condition acceptable to the HRA overnight.
- Trash removed from property.

## **PARKING MANAGEMENT AND REPORTING:**

Tenant will Manage staff and oversee the operation of the 3 lots. As described above under "Staffing". Tenant will ensure that the lots are staffed, ensure that the parking is controlled and the lots are maintained. Tenant will provide the application and tools needed to operate, control, monitor, and report on the parking.

Tenant will be responsible for staffing, training and tools necessary to meet the required service level.

All transactions will be accepted and tracked through an application that is accessible through a phone application and/or web application, a hand-held scanner for the attendant and a hand-held scanner used for enforcement. All data will be available to the HRA upon request and without delay.

Electronic Management System ("App"): The Tenant of the parking facility will employ the use of an electronic parking management system application.

This electronic management system application (App) shall:

- Provide transparency and allow revenue tracking to the HRA Board.
- Work with a handheld device to allow staff to take onsite payment from a credit or debit card, enforce and keep a database of license plates.
- Provide cashless payment only (pre-paid debit cards must be accepted)
- HRA to have access without delay to the data gathered from the management system
- Provide tools to analyze the data collected on parking use and provide daily and weekly reports to the HRA. Required to understand and manage use patterns.
- Provide accurate information on parking lot use in real time. Available to the HRA board (And Chief of Police, if requested and without delay)

- Capacity to control lots open/close through the application (each lot separately). And for a HRA Board authorized representative to assert this control if necessary.
- Capacity to control lot hours through App (each lot separately) And for a HRA Board authorized representative to assert this control if necessary.
- Allow the collection of data on all parking including paid, resident and restricted sticker, and handicap parking(which lot, when, how often),
- Have at minimum one handheld device per open lot entrance

### **PUBLIC SAFETY:**

- The Tenant will maintain close contact with the Hull Police and the HRA representative as needed.
- Police Details will be present every Saturday and Sunday and additional days as determined by the Chief of Police, or their designee based upon their best judgment. Detail officers will be posted at the Nantasket and Phipps Street intersection. All police detail fees and charges to be paid by the HRA directly to the Hull Police Department.

### **CONTACT PERSONNEL:**

- The Tenant shall designate a liaison with the HRA who shall be available on a 24 hour, 7 day a week basis for issues and emergencies that may arise during the term of the Lease.
- The HRA shall designate a liaison with the Tenant during the term of the Lease for Tenant to contact with questions, issues and any emergencies.

**Tenant acknowledges and accepts that failure to strictly adhere to these Operation requirements will lead to forfeiture of the Lease.**

## ATTACHMENT F – FORM OF LEASE AGREEMENT

### LEASE AGREEMENT

(To be executed by the Bidder selected by the HRA)

The Hull Redevelopment Authority, a body politic and corporate established and existing pursuant to the provisions of MGL Chapter 121B, c/o Town Hall, 253 Atlantic Avenue, Hull, MA 02045 (hereinafter the “Landlord”) and \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ (hereinafter the “Tenant”) hereby agree to enter into this Lease dated as of \_\_\_\_\_, 2024 of the real property located at Hull Shore Drive, Hull, Massachusetts and shown as Parking Area A and Parking Area B (excluding any area shown as Concession Vendor Areas), all as more particularly shown and described in the Hull Redevelopment Authority Request for Proposal attached hereto as (“RFP”) Attachment A and incorporated herein by reference, and upon the following terms and conditions:

- 1. PREMISES:** The Tenant shall have use of Parking Area A and Parking Area B, as shown on the plan attached to the RFP as Attachment D and attached to this Lease Agreement as Attachment F (the “Parking Lease Area Map”), excluding any area shown on the plan as Concession Vendor Areas or Hull Shore Commons. The Tenant shall manage, operate and enforce parking on Lot Area C as more particularly described in the RFP and in compliance with the requirements of the HRA Parking Operations Scope of Services May 1, 2024 to September 30, 2024, attached to this Lease Agreement as Attachment F.
- 2. USE:** Tenant shall use the premises for public parking only, as further described in the RFP. Tenant must allow portions of Parking Area A, and Parking Area B to be used by concession vendors (locations shown on Attachment D. In addition, vehicles with a valid Town of Hull 2024 municipal or restricted area parking permit shall be allowed to park on the premises (Parking Area A and Parking Area B), free of charge during the term of this lease. Parking Area C shall be used solely by vehicles with a valid Town of Hull 2024 municipal or restricted area parking permit, and handicapped vehicles.
  - Tenant must allow the free use of Parking Area B for a Northeast Public Power Association NEPPA event from May 1, 2024 through and including May 14, 2024. No vehicles other than those associated with the event shall be parked in Parking Area B at this time.
  - Tenant must allow the free use of Parking Area B for a carnival, from June 10, 2024 through and including June 16, 2024. No vehicles other than those associated with the event shall be parked in Parking Area B at this time.
  - Tenant must allow the free use of Parking Area B for a carnival, from \_\_\_\_\_, 2024 through and including \_\_\_\_\_, 2024. No vehicles other than those associated with the event shall be parked in Parking Area B at this time.
  - Tenant must allow the free use of parking on the southern one-third of Parking Area B for a “Stars Above” circus event from July 1, 2024 through and including July 3, 2024. No vehicles other than those associated with the even shall be parked in such area at this time.

**3. HULL PARKING PERMIT:** All required permits and licenses must be obtained by Tenant prior to the opening and use of the Premises, as provided for in the RFP.

**4. SUBLEASE AND ASSIGNMENT:** Tenant shall not sublease the Premises or assign or transfer Tenant's interest in this Lease. Tenant shall not make any special arrangements for trucks, cars or for the use of the Premises for any other purpose (including, without limitation, special events other than the carnivals noted above) except upon the prior written approval of Landlord.

**5. TERM:** The term of this Lease shall be from May 1, 2024, through September 30, 2024, unless previously terminated as provided below.

**6. RENT:** The Tenant shall pay to the Landlord fixed rent at the rate of \$ \_\_\_\_\_, payable as set forth in the RFP. Landlord acknowledges that \$ \_\_\_\_\_ has been paid by Tenant as of the date of this Lease as provided for in the RFP. The next payment of \$ \_\_\_\_\_ is to be paid within five (5) business days of the execution of this Lease. The third payment in the amount of \$ \_\_\_\_\_ is to be paid on or before July 1, 2024 and the final payment of \$ \_\_\_\_\_ is to be paid on or before August 1, 2024; late charges for such payments shall be 5% of the amount due that has not been paid within five (5) business days of the due date.

Any revenue/profit sharing shall be payable on or before October 1, 2024 and shall be accompanied with Tenant's financial statements and documentation reasonably acceptable to Landlord showing the total of all revenues, the total of all expenses, and how the revenue/profit sharing payment was calculated. Landlord shall have the right to question and discuss such financial statements and documentation with Landlord.

All payments are to be made by "Cashiers or Certified Check" as provided for in the RFP. **If the balances are not paid on time, the HRA will have the right to award the proposal to another acceptable bidder immediately. Any and all deposits will be forfeited should the selected candidate default on any payment not paid to the HRA when due. There are no grace periods relating to payments and no notice required to terminate if any payment is late or defaulted in any manner.**

**7. UTILITIES:** The Landlord shall have no obligation to provide utilities or equipment on the Premises. The installation of any utilities or equipment by the Tenant is subject to the written consent of the Landlord.

**8. MAINTENANCE:** The Tenant shall be solely responsible for maintaining the areas which comprise the parking lots, including, but not limited to, daily trash pick-up and weekly lawn maintenance as required by the RFP. Tenant shall maintain the Premises in good and safe condition at all times.

**9. TERMINATION:** In the event that:

- a) The Tenant defaults in the payment of its rent or any other of its obligations under this Lease;
- b) The Tenant defaults in the performance or observance of any other of the Tenant's covenants, agreements or duties under this Lease, and fails to cure such default immediately upon receiving notice thereof;
- c) The Tenant shall be declared bankrupt or insolvent according to law, or an assignment is made of the Tenant's property for the benefit of its creditors; or
- d) The Landlord subleases, assigns, or otherwise transfers ownership of the Premises or its interest in this Lease;

then the Landlord shall have the right to re-enter and take possession of the Premises, to declare the term of this Lease ended and remove the Tenant's effects without prejudice to any remedies otherwise available for arrears of rent or other default, all in accordance with the provisions of Massachusetts law.

**10. NOTICE:** Notice relating to the Premises shall be deemed sufficient when addressed to the Tenant, if mailed to \_\_\_\_\_, postage prepaid or hand delivered and, when addressed to the Landlord, if mailed to the following address, Hull Redevelopment Authority, c/o Town Hall, 253 Atlantic Ave, MA 02045.

**11. HAZARDOUS MATERIALS:** Tenant shall keep and maintain the Premises in compliance with, and shall not cause or permit the Premises to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Premises, including, but not limited to, soil and ground water conditions; and any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials"). Tenant shall not use, generate, manufacture, store or dispose of on, under or about the Premises or transport to or from the Premises any flammable materials, Hazardous Materials and toxic substances on or about the Premises. Tenant shall immediately advise the Landlord in writing of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened pursuant to any applicable federal, state or local laws, ordinances or regulations relating to any Hazardous Materials affecting the Premises ("Hazardous Materials Laws"); and (ii) all claims made or threatened by any third party against the Tenant or the Premises relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials. The Landlord shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims, all at the sole cost and expense of Tenant.

**12. COMPLIANCE WITH PUBLIC AUTHORITY:** During the term of this Lease, the Tenant shall, at its own cost and expense, comply with all present and future laws, ordinances, rules and regulations of all governmental authorities affecting the Premises, whether the same are in force at the commencement of the term of this Lease or may in the future be passed or enacted. The Tenant shall pay all costs, expenses and demands, including reasonable counsel fees that may in any manner be imposed because of the failure of the Tenant to comply with the covenants of this Section. The HRA shall pay all charges and fees directly to the Hull Police Department that may be due and payable for police details during the term of this Lease.

**13. COVENANT AGAINST LIENS:** If, because of any act or omission of the Tenant, any mechanic's lien or other lien, charge, or order for the payment of money shall be filed against the Landlord or any portion of the Premises, the Tenant shall, at its own cost and expense, cause the same to be discharged of record or bonded within five (5) days after written notice from the Landlord to the Tenant of the filing thereof; and the Tenant shall indemnify and save harmless the Landlord against and from all costs, liabilities, suits, penalties, claims, and demands, including reasonable counsel fees, resulting therefrom.

**14. ACCESS AND INFORMATION:** The Landlord, its agents and designees shall have the right, but not the obligation, to enter upon the Premises at all reasonable times to examine same or make such repairs and alterations as maybe necessary for the safety and preservation thereof, and to exhibit the Premises to prospective purchasers, permitting authorities and others as required. Landlord is specifically granting access to concessionaires for operating food stands in the Concession Vendor Areas. Tenant shall provide

such information, parking counts, electronic management system, signage, and other reporting as is required in Attachment H to this Lease.

- 15. SIGNS:** Subject to the Landlord's prior written consent, which consent shall not be unreasonably withheld, the Tenant shall have the right to install, maintain, and replace appropriate signs on the Premises as authorized by the Landlord. The Tenant shall comply with any applicable requirements of governmental authorities having jurisdiction and shall obtain any necessary permits for such purposes.
- 16. INDEMNITY:** The Tenant shall indemnify and save harmless the Landlord from and against any and all claims, liabilities, damages, penalties or judgments (including, without limitation, reasonable attorneys' fees, consequential damages, and any and all costs of repair) arising from (i) any violation by Tenant, its agents servants, employees, contractors, of any law, ordinance, bylaw or regulation (including, without limitation, Hazardous Materials Laws), and (ii) injury to person or property (including, without limitation, for Hazardous Materials) sustained by anyone in and about the Premises resulting from any act or acts or omission or omissions of the Tenant, its officers, agents, servants, employees, contractors, or sub lessees. The Tenant shall, at its own cost and expense, defend any and all claims, suits or actions which may be brought against the Landlord or in which Landlord may be impeded with others, with the exception of those arising from the affirmative acts and negligence of the Landlord, its officers, directors, agents, servants, employees, or contractors.
- 17. INSURANCE:** During the term of this Lease, the Tenant shall provide a certificate of insurance naming the Landlord (HRA) as an additional insured in the limits specified in the RFP. This certificate is required **prior** to operating. The certificate must provide immediate notice to Landlord of cancellation of such insurance.
- 18. WAIVERS:** Failure of the Landlord to complain of any act or omission on the part of the Tenant, no matter how long the same may continue, shall not be deemed to be a waiver by the Landlord of any of its rights hereunder. No waiver by the Landlord at any time, express or implied, of any breach of any provision of this Lease shall constitute a waiver by the Landlord of any subsequent breach of the same or any other provision. The Landlord's consent or approval of action by the Tenant on any one occasion shall not be deemed a consent to or approval of said action by the Tenant on a subsequent occasion or consent to or approval of any other action on the same or any subsequent occasion. Payment by the Tenant, or acceptance by the Landlord, of a lesser amount than is due as rent, shall be deemed a payment on account and shall not be deemed an accord and satisfaction, and the Landlord may accept said check without prejudice to recover the balance due or pursue any other remedy. Any and all rights and remedies shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by the Landlord or not, shall be deemed to be in exclusion of any other; and any two or more of all of such rights and remedies may be exercised at the same time.
- 19. COMPLIANCE WITH REQUIREMENTS OF RFP:** The Tenant will observe and comply with, and will cause its employees and agents, to observe and comply with all of the terms, conditions and requirements of the RFP, including, without limitation, the obligations set forth on Attachment H.

**20. DEFINITIONS AND INTERPRETATIONS:**

- (a) The words "Landlord" and "Tenant" and the pronouns referring thereto, as used in this Lease, shall mean, where the context requires or admits, the persons named herein as Landlord and Tenant, respectively, and their respective legal representatives, successors and assigns. Except



as hereinafter provided otherwise, the agreements and conditions in this Lease shall be binding upon said legal representatives, successors and assigns and shall inure to their benefit. The word "Landlord" as used herein, means only the Hull Redevelopment Authority and not all or any of its board members, whether personally or individually.

- (b) It is agreed that if any provisions of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease, all of which other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

**21. LEGAL EXPENSES:** If the Landlord brings suit for recovery of possession of the Premises, rent or any amount due under this Lease, or damages due to breach on the part of the Tenant and such breach is established, the Tenant shall pay the Landlord all expenses incurred including Landlord attorney fees.

**22. AUTHORIZATION:** the parties have been duly authorized to enter into this Lease and are bound by its terms and conditions.

Signed under seal this \_\_\_\_ day of \_\_\_\_\_ 2024.

LANDLORD

TENANT

HULL REDEVELOPMENT  
AUTHORITY

\_\_\_\_\_  
By:

Attachment A - RFP  
Attachment B – Proposal Application  
Attachment C – Certificate of Non Collusion  
Attachment D – Certificate of Tax Compliance  
Attachment E – Disclosure Statement  
Attachment F – Parking Lease Area Map  
Attachment G – Certificate of Insurance  
Attachment H – HRA Parking Operations Scope of Services

## **The Circus is Coming to Town**

This summer, July 2nd and 3rd, the Hull Redevelopment Association (HRA) is bringing the **Hideaway Circus** to Hull, a family-friendly experience perfect for all ages.

Be prepared to be dazzled by their new outdoor show, **Canvas Sky**, featuring ten world-class performers who will take your breath away with their gravity-defying feats, jaw-dropping acrobatics, and mesmerizing displays of skill and artistry.

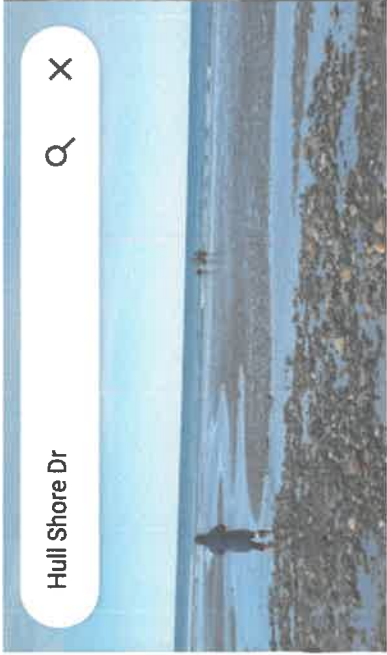
**Canvas Sky** features a relatable tale exploring the themes of self acceptance and uplifting one another. We follow the story of a circus troupe where the clown struggles to 'fit in' and find his voice, until he gets a little help from a friend who has already figured out how to embrace what makes her wonderful and unique.

Dennis Zaia, Chair of the HRA, is serving as project manager, leading the effort to bring **Hideaway Circus** to Hull as part of a 35-week tour to over 60 towns in 22 states. "I was mesmerized by the Stars Above show at Weir River Farm last summer. The event was exhilarating. It was exciting to see all of the kids acting out the performance during intermission. I thought, why not do this in Hull?"

The HRA has invested in this 'demonstration project', as they ramp up efforts to activate the HRA spaces throughout town.

For more information and tickets to the July 2nd and 3rd shows, please scan the QR code below. General admission (bring your own seat) is \$30.00 and reserved premium seating is \$65.00. There is a 20% discount through May 27th. The show is a 2 hour performance with a 20 minute intermission. Also, if for some reason these dates do not work for you, you can also check out the show at Weir River Farm July 16th and 17th.

For further information about the HRA please visit [HRA02045.com](http://HRA02045.com).



## Hull Shore Dr

- Directions
- Save
- Nearby
- Send to phone
- Share

Hull, MA 02045

Report a problem on Hull Shore Dr

Add a missing place

Add your business

Add a label

Your Maps activity



Sent on 11/1/23

To each HRA member individually:

This is the follow up research and findings from our legal counsel in respect to the Hideaway Circus project presented at our last meeting on 10/30/23.

The HRA will be proceeding with a:

Sole Source Procurement  
Chapter 30b Section 7a  
Of MA General Laws  
For not more than \$50k

For a  
Demonstration Project  
Chapter 121b section 46f  
Of MA General Laws

Based upon the information from Paula Devereaux

We will re-visit this on 11/6 to submit these details into the formal record to record that this Demonstration Project is well within the boundary of the authority of the HRA.

Please reply to Dennis Zaia directly if you have any questions or concerns.

Initial Project Plan. 3/18/24				
	VIP Tickets	\$50 to May 20 then \$65		
	General Admission	\$25 to May 20 then \$30		
	Permits			
		Equipment		
		Sleeping trailers		
		Health Dept		
		Police Traffic		
		Fire		
		Weir River Water		
		Portable Toilets		
		Fencing for perimeter		
	Warm up space			
	Marketing Material			
		Stars Above Circus		
		Hull Times-BC size		
		Facebook		
		Instagram		
		Hull Times -Summer Guide		
	Rain Insurance			
	Liability Insurance			
		Stars Above Circus		
		HRA		
	Contract Signatures			
		Stars Above Circus		
		HRA		
	Advertising notice	Fog & Strobe lights		
	Water hookup			
		device for connecting		
	Trash Receptacles	2. 6 Cubic Yard containers		
	Restrooms/Porta Potties			
		1 ADA		
		1 Performers		
		? Ticket holders ?		

	Traffic			
		Police Detail		
		Parking 7/2 5:30 - 10:30	5 hrs	
		Parking 7/3 2:30 - 7:30	5 hrs	
	Security for Circus	Circus		
		Monday 3 pm- 11 pm	8hrs	
		Monday 11 pm - Tues 7am	8hrs	
		Tuesday 7am - 9 pm	14 hrs	
	HRA Gate along with SAC	2-Jul	5:30 - 8:00	
		3-Jul	2:30 - 5:00	

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (the “MOA” or “Agreement”) is entered into by and between the Town of Hull (the “Town”), acting by and through its Town Manager and its Select Board, an entity having its principal place of business at Town Hall, 253 Atlantic Avenue, Hull, MA 02045, and the Hull School Committee (the “Committee”), an agency of the Town having its principal place of business at the Administrative Offices of the Hull Public Schools, 18 Harborview Road, Hull, MA 02045 (collectively, the “Parties”).

**RECITALS**

WHEREAS the Committee has the general charge and superintendence of its school buildings, including the Memorial Middle School building located at 81 Central Avenue, Hull, MA (the “School Building”); and

WHEREAS the Committee intends to cease its present use of the first and second floors of the School Building; and

WHEREAS the Committee intends to retain control over the School Building for the duration of this Agreement, subject to the uses by the Town under this Agreement; and

WHEREAS the Committee wishes to allow the Town to occupy the first and second floors of the Building for uses customarily associated with a Town Hall and community purposes, along with use of certain shared space (the “Shared Space,” which shall consist of the auditorium, gymnasium and cafeteria, all as depicted in the plan attached hereto as **Exhibit A** (the “Building Plan”)) on the terms set forth herein; and

WHEREAS the Committee intends to lease the ground floor (the “Ground Floor,” as depicted in the Building Plan) to an educational institution and also allow same the use of the Shared Space pursuant to this Agreement, such as for example the South Shore Educational Collaborative. If the tenant no longer uses the Ground Floor or otherwise relinquishes the Ground Floor and the School Department does not have a need for the same, the Town has a right of first refusal for same, with necessary changes to be negotiated; and

WHEREAS this Agreement is entered into by the Parties in an effort to establish a framework for the Town’s occupation and use of the first and second floors of the School Building and Shared Space;

NOW THEREFORE, in consideration of the mutual promises herein, the Committee and the Town agree as follows:

## AGREEMENT

- 1. Control of the Memorial Middle School Building.** The Town agrees and understands that the Committee maintains control over the School Building pursuant to G.L. c. 71, § 68 and other relevant legal authority, and that neither this Agreement nor the Town's use of the School Building shall be construed to effectuate any change in the designated purpose or use of the School Building or the premises on which it is located, under G.L. c. 40, § 15A or other law.
- 2. License to Occupy/Use for Administrative Offices and customary uses of a Town Hall Space.** In executing this Agreement, the Committee grants to the Town a license to occupy and use the area comprising the first and second floors of the Memorial Middle School Building (the "Occupied Space"), as depicted in the Building Plan. The Town agrees that it shall use the Occupied Space as administrative office space for various Town offices and departments and customary community uses and purposes provided that in the Committee's sole discretion and subject to its advance approval, which shall not be unreasonably denied or delayed, the Town may use for community programs and events the Shared Space identified in Building Plan. The parties shall establish a protocol for obtaining such approval from the Committee, which the Superintendent shall be authorized to grant. The parties agree that the Town may establish a use policy for the spaces to which it has the right to use.
- 3. Structural or Appearance Changes.** The Town shall refrain from altering, including without limitation by painting, undertaking any improvement or otherwise changing the structure or appearance of the Occupied Space without the advance prior written approval of the Committee which shall not be unreasonably denied or delayed, except that the Town unilaterally may install partitions for purposes of dividing office spaces. The Town may install appropriate signage.
- 4. Licensing.** The Town acknowledges and agrees that: (a) its use shall be confined to the Occupied Space and associated parking areas; (b) any other School Building occupant or tenant shall be entitled to portions of the Occupied Space that serve as points of access and egress to other areas of the School Building, including without limitation the ground floor. Nothing contained herein shall limit the Town's uses of the Shared Space in accordance with this Agreement. The Town may install appropriate security measures to protect the space it uses.
- 5. Operating Costs.** The parties hereby agree to share as follows the costs associated with the operation, maintenance and repair of the School Building, including without limitation all utility costs, expenses, non-bondable capital costs ("Non-Bondable Capital Costs," which shall be defined herein as capital costs that are ineligible for bonding or debt issuance) and any other costs arising as a result of the existence and use of the School Building, except "bondable capital costs ("Bondable Capital Costs," which shall be defined herein as capital costs that are eligible for bonding or debt issuance) and "Custodial Costs" as defined below (collectively such costs, excluding Bondable Capital Costs and Custodial Costs, shall be referred to herein as the "School Building Costs"): (a) the Town shall pay two-thirds (2/3) of the School Building Costs and the Committee shall pay for one-third (1/3) of the School Building Costs.



- 6. Bondable Capital Costs.** The Town wholly and exclusively shall continue to pay all Bondable Capital Costs associated with the Memorial Middle School as listed on Exhibit B as of the date of this Agreement, and as the parties may agree upon in the future. All Non-Bondable Capital Costs for the Memorial Middle School shall be apportioned 2/3 to the Town and 1/3 to the Committee. In accordance with Section 3, neither Bondable Capital Costs nor Non-Bondable Capital Costs may be incurred, and no item requiring the expenditure of any Bondable Capital Costs or Non-Bondable Capital Costs may be undertaken, without the Committee's express advance approval, which shall not be unreasonably denied or delayed.
- 7. School Budget.** Recommendations for allocations of the school budget shall not be affected as a result of this Agreement.
- 8. Custodial Costs.** The Town and Committee, respectively, each agree to pay one-half (1/2) of all Custodial Costs. For purposes of this Agreement, the phrase "Custodial Costs" shall mean the cost of custodial services provided to the School Building.
- 9. Term.** This Agreement shall commence on the date it is fully executed ("Effective Date") but no earlier than July 1, 2024 and shall be in effect for a period of **thirty (30)** years from its effective date, provided that not later than **thirty-six (36)** months prior to such expiration, and unless this Agreement has been earlier terminated, the parties shall attempt in good faith to negotiate a successor agreement. At the end of the term or any extended term it shall continue until either party wants to renegotiate or terminate with a minimum of **thirty-six (36)** months' notice for termination.
- 10.** This Agreement is subject to funding for the Town Hall relocation and related costs.
- 11. Termination.** If in the future there is an expansion of school programs, there will be negotiations for the expanded use of the School Building for school purposes. The Committee may, at any time and upon the provision of advance notice of not less than **thirty-six (36)** months, terminate this Agreement and thereby fully revoke any license or rights construed to have been granted herein.
- 12. Miscellaneous.**

- 12.1 **Notices.** Notices permitted or required under this Agreement will be deemed received (a) upon personal delivery, (b) upon transmission by first class mail to the offices identified below:

**To the Town:**

**ATTN:** Town  
Manager

Hull Town Hall  
253 Atlantic Avenue  
Hull, MA 02045

Or 81 Central Avenue if the Town Hall has been related to that location.

**To the Committee:**

**ATTN:** Superintendent

Administrative Offices of the Hull Public Schools

18 Harborview Road

Hull, MA 02045

Either Party by written notice to the other Party may change the address or the persons to whom notices or copies thereof will be directed.

- 12.2 Governing Law. This Agreement is adopted under the laws of the Commonwealth of Massachusetts and shall be interpreted, governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts. Venue shall be and remain in Plymouth County.
- 12.3 Assignment. Neither party may assign its interest in this Agreement without the prior written consent of the other.
- 12.4 Entire Agreement. Unless otherwise stated herein, this Agreement constitutes, along with any exhibits attached, the complete and entire agreement of the Parties with respect to the subject matter hereof, exclusive of all prior understandings, arrangements and commitments, all of which, whether oral or written, have been merged with this Agreement.
- 12.5 Severability. Should any provision or section contained in this Agreement be determined to be void, invalid, illegal, or unenforceable by a court of competent jurisdiction, that section or provision shall be deemed separate, severable, and independent, and the remainder of this Agreement shall remain in full force and effect and will not be invalidated or rendered illegal or unenforceable.
- 12.6 Headings. The headings are for informational and convenience purposes only and shall not affect the interpretation of this document.

**TOWN OF HULL**

**HULL SCHOOL COMMITTEE**

\_\_\_\_\_  
Jennifer Constable, Town Manager

\_\_\_\_\_  
David Twombly, Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**COMMONWEALTH OF MASSACHUSETTS**

**TOWN OF HULL, MASSACHUSETTS**



**Annual Town Meeting  
Monday, May 6, 2024 at 7:00 o'clock PM**

**at the Hull High School situated at  
180 Main Street, Hull, MA**

***PLEASE BRING THIS DOCUMENT WITH YOU TO  
TOWN MEETING***

**MODERATOR'S MESSAGE**  
**MONDAY MAY 6, 2024, 7 p.m.**  
**HULL HIGH SCHOOL GYMNASIUM**

If you are a registered voter in Hull, I urge you to attend Town Meeting and make your voice heard as we gather to decide the future direction of the Town of Hull.

Town meeting, this year, will be a little different as we implement for the first time the use of a Consent Agenda which is authorized by the bylaw change voted at the August 2023 Special Town Meeting. The Consent Agenda is widely used in other towns, it permits the Moderator, after consultation with the Chair of the Select Board and Advisory Board, to place a number of Articles which are considered to be non-controversial or standard housekeeping articles together for a single vote without discussion or debate. Under the bylaw any item on the Consent Agenda if questioned by seven or more members will be removed from the Consent Agenda when presented and the Article will return to the normal practice of Town Meeting. It is hoped that this will lead to a more efficient meeting allowing more time for discussion and debate on the remaining articles. The Articles proposed to be part of the Consent Agenda are attached to this letter.

The warrant you have received describes the Articles that will be discussed and voted on at town meeting. The actual vote will be on the motion presented at Town Meeting and it is not necessarily exactly the same as the article in the warrant. However, the motion must adhere in scope to the article presented in the warrant or it will be ruled out of order.

One of the major items considered at each year's Town Meeting is the annual budget and Town Meeting has the right to propose changes to the budget and any warrant article by offering amendments to any motion presented. A significant amount of work is done by town departments and volunteer committees in preparing warrant articles. These articles and all budget requests are submitted to the Advisory Board who spends two to three months reviewing the budgets department by department and all articles coming before Town Meeting. All department heads appear before the Advisory Board to once again, explain and justify their budget requests. Things like zoning changes and Community Preservation Committee requests etc. also come before the Advisory Board. Finally, the Advisory Board votes on each warrant article and makes a recommendation for your consideration at town meeting.

Key items for consideration at this year's town meeting include approval of the FY25 Operating Budget of \$52,245,387.

The Community Preservation committee is proposing funding a number of projects among them the Carousel, Life Saving Museum, Veterans grave markers, improvements at the pickleball courts and restoration of the steeple at the St. Nicholas United Methodist Church.

Potential bylaw changes include allowing accessory apartments at owner-occupied, single-family dwellings and a proposed bylaw intended to clarify past bylaws regarding Cannabis regulations within the town.

An article asking the town to amend the Zoning Map to comply with MGL Chapter 40A section 3A MBTA Communities.

The rules at town meeting are straightforward and provide each of you the opportunity to speak and vote on each of the motions presented at town meeting. I will briefly outline the rules at the beginning of Town Meeting. The detailed procedure for running Town Meeting can be found in *Town Meeting Times* and at the link to a Citizens Guide to Town Meeting.

[https://www.town.hull.ma.us/sites/g/files/vyhlf3286f/uploads/citizens\\_guide\\_to\\_town\\_meeting.pdf](https://www.town.hull.ma.us/sites/g/files/vyhlf3286f/uploads/citizens_guide_to_town_meeting.pdf)

I hope you will all take the opportunity to review the Warrant prior to Town Meeting and join me at the Annual Town Meeting at Hull High School on Monday, May 6, 2024, beginning at 7 p.m.

**George Boylen. /s/**  
**George Boylen**  
**Hull Town Moderator**

## 2024 HULL ANNUAL TOWN MEETING PROPOSED CONSENT AGENDA

**Article 1: Acceptance of Reports** *(annual housekeeping article).*

**Article 2: To see if the Town will assume liability in the manner provided by Section 29 of Chapter 91 of the General Laws and amendments thereto, for all damages that may be incurred by work to be performed by the Department of Public Works of Massachusetts and/or the Massachusetts Department of Environmental Protection** *(annual housekeeping article).*

**Article 3: Authorizes Select Board/Town Manager to enter into contracts with Massachusetts Department of Public Works and/or Commissioner and/or Massachusetts Department of Environmental Protection Agency for the construction or maintenance of seawalls and land areas bordering on tidal waters** *(annual housing keeping article).*

**Article 4: Authorizes Select Board to enter into contracts with Commonwealth of Massachusetts and/or its agencies, including the Department of Public Works and/or the County Commissioners for work related to the construction and maintenance of public highways** *(annual housekeeping article).*

**Article 5: Authorizes Treasurer/Collector to enter into compensating balance agreements per G.L. c. 44, §53F** *(annual housekeeping article).*

**Article 6: Authorizes that all income from the sale of electricity and related items be appropriated to the Municipal Light Plant for its operations for the next fiscal year** *(annual housekeeping article).*

**Article 9: Funds the operation of the Harbormaster's Department as an enterprise account** *(annual housekeeping article).*

**Article 11: Funds the operation of the Cable Television Public, Educational and Governmental Access Fund as an enterprise account** *(annual housekeeping article).*

**Article 14: To see if the Town will vote to accept the provision of G.L. c. 32, §103(j) inserted by Section 19 of Chapter 188 of the Acts of 2010 to increase the maximum base amount on which the COLA adjustment is calculated.**

**Article 26: Authorizes Town to accept the provision of G.L. Chapter 200A, §9A for managing of Town Treasurer's checking accounts.**

## ADVISORY BOARD MESSAGE

Under our current form of Government, the Town Manager, with the guidance of the Board of Selectmen, prepares the Town Budget and presents it to the Board of Selectmen and the Advisory Board for their review. Through discussions with the Town Manager and Department Heads, the Advisory Board reviews the budgets and makes recommendations for changes. This process usually concludes with agreement between the Advisory Board and the Town Manager in terms of presenting the Budget to Town Meeting. The Advisory Board considers all Articles for the purpose of making recommendations with explanatory statements. While considering each Article many questions are considered such as: Is it necessary? Can the Town afford it? Is it in the Town's best interest? Is it fair to all? Does it affect the balance of power? Is it within legal and allowable guidelines?

The following section includes a facsimile of the Town Warrant. It is called a facsimile because the actual Warrant does not include the commentary and recommendations of the Advisory Board. Some confusion has been caused in the past when motions are read at Town Meeting and are differently worded than what you see here. Motions may be worded differently so long as they are worded within the scope of the printed Article. Some people think of the printed warrant as an agenda of the Town Meeting. The legal warrant is printed, signed, and posted by our Board of Selectmen.

Comments are in italicized print under the ARTICLES. The RECOMMENDATION precedes the commentary of the Advisory Board. Typical recommendations are as follows:

**FAVORABLE ACTION** - The Advisory Board is recommending a favorable vote on the Article.

**UNFAVORABLE ACTION** - The Advisory Board is recommending an unfavorable vote on the Article.

**NO RECOMMENDATION** - The Advisory Board does not wish to make a recommendation or there is insufficient information to support a recommendation.

**RECOMMENDATION AT TOWN MEETING** - The Advisory Board does not wish to make a recommendation prior to reviewing additional information or waiting for another committee to hold a public hearing.

**NO ACTION** - A no action motion or recommendation suggests that Town Meeting set aside and prevent any further action on this Article for the meeting.

**REFER TO STUDY**—This motion refers (commits) a matter to a committee for additional investigation and report or carry out substantive action.

### THE ADVISORY BOARD:

*J. Frady, Chair*

*C. Wolfe, Vice Chair*

*R. Healey, Clerk*

*R. Carney*

*D. Clinton*

*P. Cormier*

*S. Kiley*

*P. Larsen*

*J. Polito*

*M. Reyes*

*D. Sullivan*



**TOWN OF HULL  
Advisory Board**

253 Atlantic Avenue  
Hull, Massachusetts 02045

781-925-2000

To the Citizens of Hull,

At the Special Town Meeting of August 2023, the Town adopted a by-law allowing for a "Consent Agenda" to be used in the meeting. The Consent Agenda allows the Moderator, in consultation with the Chair of the Select Board and the Chair of the Advisory Board, to combine Articles that are deemed "not likely to be controversial and not likely to generate debate" into one motion that can be passed with a simple majority. If seven or more voters in attendance wish to hold an item from the Consent Agenda(s), that particular Article is removed and will be acted upon in the normal manner. The Articles that remain on the Consent Agenda will then be voted on as one motion without presentation or debate. You will see house-keeping Articles, and some of the Enterprise Fund Authorizations. These are standard Articles that we must pass each year. You may also see other Articles included, such as Article 26 this year. The Advisory Board will endeavor to fully describe these Articles in our commentary. The goal of the Consent Agenda is to be efficient in the administration of Town Meeting, however we intend to balance efficiency with transparency.

This Warrant contains a Projected Revenue and Expenditure Summary for the Fiscal Year ending June 30, 2025. This summary reflects a balanced budget achieved by diligent work of all Town departments. This enables the Town to maintain services. As has been mentioned in previous years, we look for all Town departments to work within a tight budget and manage accordingly.

This will be the sixth (6<sup>th</sup>) year that the Community Preservation Committee presents projects for appropriation of funds derived via the Community Preservation Act adopted by the Town. Please review these petitions and read through the Advisory Board recommendations to assist in your understanding.

You will note that some departmental budgets have large percentage changes from the 2024 budget. Many of these changes are the result of moving specific line items between departments to provide more transparency and recognize our costs in the most appropriate department budget.

The Advisory Board would like to acknowledge and express our gratitude for the assistance and support of Town Manager Jennifer Constable, Administrative Assistant Michelle LeBlanc, Town Accountant Mike Buckley, Town Counsel James Lampke, and Town Clerk Lori West. Their support allows the Advisory Board to represent and serve the citizens of the Town of Hull at the highest level.

The Advisory Board further acknowledges the work of all department heads, the Select Board, the School Department, Community Preservation Committee, Planning Board, Zoning By-Law Committee and the numerous other Town Boards and Commissions with which the Advisory Board has worked. The collaboration of all Town departments, boards, committees, and employees serves the Town of Hull well. We are immensely proud of their dedication.

This Board would like to thank Jim Lampke and acknowledge the many years of guidance and advice he has provided to our community, the employees and committees of Town, and this Board in particular. We wish him well in his future endeavors.

Thank you, in advance, for your involvement and participation at this important time in Hull's history.

Sincerely,

Jason Frady, Chair  
Chad Wolfe, Vice Chair  
Robyn Healey, Clerk

*Advisory Board Members:*

*Expire in 2024: Stephen Kiley, David Clinton, Peter Larsen, Jason Frady*

*Expire in 2025: Patricia Cormier, Robyn Healey, Jay Polito, Chad Wolfe*

*Expire in 2026: Dan Sullivan, Robert Carney, Moraiba Reyes*



## COMMONWEALTH OF MASSACHUSETTS

**Plymouth ss.**

To any of the Constables of the Town of Hull in the County of Plymouth

### **Greetings:**

In the name of the Commonwealth of Massachusetts you are hereby directed to notify and warn the Inhabitants of the Town of Hull qualified to vote on Town affairs and elections to meet at **Hull High School situated at 180 Main Street** in said Hull, on Monday, the **sixth** day of **May next, 2024 at 7:00 o'clock** in the evening, then and there to act upon the following articles, namely:

**ARTICLE 1:** To hear and act upon the following:

- The Report of the Select Board
- The Report of the School Committee
- The Report of the Fire Department
- The Report of the Police Department
- The Report of the Treasurer/Collector
- The Report of the Town Clerk
- The Report of the Board of Assessors
- The Report of the Municipal Light Board
- The Report of the Trustees of the Public Library
- The Report of the Town Counsel
- The Report of the Retirement Board
- The Report of the Committees
- The Report of the Town Accountant
- The Report of the Board of Health
- The Report of the Planning Board

or take any other action relative thereto. (Inserted by the Select Board)

***RECOMMENDATION ON ARTICLE 1: FAVORABLE ACTION:*** *The Advisory Board recommends acceptance of the Annual Town Reports as presented. (Unanimous)*

**ARTICLE 2:** To see if the Town will assume liability in the manner provided by section 29 of Chapter 91 of the General Laws and amendments thereto, for all damages that may be incurred by work to be performed by the Department of Public Works of Massachusetts and/or the Massachusetts Department of Environmental Protection for the improvement, development, maintenance and protection of tidal and non-tidal rivers and streams, harbors, tidewaters, foreshores and shores along the public beach outside of Boston Harbor and authorize the Select Board or Town Manager to execute and deliver a bond of indemnity therefore to the Commonwealth, or take any other action relative thereto. (Inserted at the request of the Town Manager)

***RECOMMENDATION ON ARTICLE 2: FAVORABLE ACTION:*** *Town Meeting approval is necessary to allow the Select Board to contract with the Commonwealth for work to be performed by the Commonwealth. (Unanimous)*

**ARTICLE 3:** To see if the Town will authorize the Select Board or Town Manager to enter into contracts with the Massachusetts Department of Public Works and/or Commissioner and/or Massachusetts Department of Environmental Protection for the construction or maintenance of seawalls and land areas bordering on tidal waters, for the ensuing year, or take any other action relative thereto. (Inserted at the request of the Town Manager)

**RECOMMENDATION ON ARTICLE 3: FAVORABLE ACTION:** *Town Meeting approval is necessary to allow the Select Board to contract with the Commonwealth for work to be performed by the Commonwealth. (Unanimous)*

**ARTICLE 4:** To see if the Town will authorize the Select Board to enter into contracts with the Commonwealth of Massachusetts, its divisions, commissions and agencies, including the Department of Public Works and/or the County Commissioners for the construction and maintenance of public highways for the ensuing year, or take any other action relative thereto. (Inserted at the request of the Town Manager)

**RECOMMENDATION ON ARTICLE 4: FAVORABLE ACTION:** *Town Meeting approval is necessary to allow the Select Board to contract with the Commonwealth for work to be performed by the Commonwealth. (Unanimous)*

**ARTICLE 5:** To see if the Town will authorize the Treasurer/Collector to enter into compensating balance agreements, as permitted by G.L. c.44, §53F, or take any other action relative thereto. (Inserted at the request of the Town Manager)

**RECOMMENDATION ON ARTICLE 5: FAVORABLE ACTION:** *Town Meeting approval is necessary to allow the Select Board to contract with the Commonwealth for work to be performed by the Commonwealth. (Unanimous)*

**ARTICLE 6:** To see if the Town will vote that all income from sales of electricity to private consumers or for electrical supplies to municipal buildings or for municipal power, and for sales of appliances and jobbing during the next fiscal year, be appropriated for the Municipal Light Department, the whole to be expended by the Town Manager for the expenses of the plant for the next fiscal year, as defined in Section 57 of Chapter 164 of the General Laws and Chapter 8 of the Acts of 1989, as amended, or take any other action relative thereto. (Inserted the request of the Town Manager)

**RECOMMENDATION ON ARTICLE 6: FAVORABLE ACTION:** *Town Meeting approval is necessary to allow the Select Board to contract with the Commonwealth for work to be performed by the Commonwealth. (Unanimous)*

**ARTICLE 7:** To see if the Town will fix the salaries of the following Town Officers, viz;

Select Board  
Moderator  
Town Clerk  
Assessors  
Municipal Light Board

or take any other action relative thereto. (Inserted at the request of the Town Manager)

**RECOMMENDATION ON ARTICLE 7: FAVORABLE ACTION:** *This is an annual housekeeping Article that provides compensation for the above-mentioned Town Officers. The salaries have remained unchanged from last year. (Unanimous)*

**ARTICLE 8:** To see if the Town will raise and appropriate or appropriate and transfer from available funds a sum of money to defray the expenses of Fiscal Year 2025 for:

General Government  
Schools

or take any other action relative thereto. (Inserted at the request of the Town Manager)

**RECOMMENDATION ON ARTICLE 8: FAVORABLE ACTION:** *The Advisory Board recommends favorable action on the Fiscal Year 2025 Town budget. We recognize the work that the Town Manager, the Select Board, the School Committee, and the various department heads have invested to structure a budget that funds our various general government and school priorities. This budget represents the collaborative efforts of these various stakeholders. (Unanimous)*

**ARTICLE 9:** To see if the Town will raise and appropriate or appropriate and transfer from available funds a sum of money to operate the Harbormaster's Department as a so-called enterprise account, or take any other action relative thereto. (Inserted at the request of the Harbormaster)

**RECOMMENDATION ON ARTICLE 9: FAVORABLE ACTION:** *This Article fulfills the State requirement that the Town appropriate sufficient funds to operate the Harbormaster Enterprise Account. (Unanimous)*

**ARTICLE 10:** To see if the Town will raise and appropriate or appropriate and transfer from available funds a sum of money to operate the Sewer Department as a so-called Enterprise Account, including appropriating retained earnings/surplus revenue for repairs, maintenance and capital improvements, or take any other action relative thereto. (Inserted at the request of the Permanent Sewer Commission)

**RECOMMENDATION ON ARTICLE 10: FAVORABLE ACTION:** *This Article fulfills the State requirement that the Town appropriate sufficient funds to operate the Sewer Enterprise Account. (Unanimous)*

**ARTICLE 11:** To see if the Town will raise and appropriate or appropriate and transfer from available funds a sum of money to operate the Cable Television Public, Educational and Governmental Access Fund as a so-called enterprise account, or take any other action relative thereto. (Inserted at the request of the Town Manager)

**RECOMMENDATION ON ARTICLE 11: FAVORABLE ACTION:** *This Article fulfills the State requirement that the Town appropriate sufficient funds to operate the Cable Television Public, Educational, and Governmental Access Enterprise account. (Unanimous)*

**ARTICLE 12:** To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to pay prior fiscal year's bills not paid due to an insufficiency of appropriation or late billing, or take any action relative thereto. (Inserted at the request of the Town Manager)

Axon Enterprises	Police	Fiscal Year 2021	\$2,234.00
Axon Enterprises	Police	Fiscal Year 2022	\$3,304.14
Axon Enterprises	Police	Fiscal Year 2022	\$ 375.00
Cannon Electric	Town Buildings	Fiscal Year 2023	\$ 434.65
Cannon Electric	Town Buildings	Fiscal Year 2023	\$1,949.96
Selig Plumbing	Library	Fiscal Year 2021	\$1,600.00
Selig Plumbing	Library	Fiscal Year 2021	\$1,285.00
Selig Plumbing	Library	Fiscal Year 2021	\$ 625.00
Selig Plumbing	Library	Fiscal Year 2021	\$1,215.00
Selig Plumbing	Library	Fiscal Year 2022	\$2,700.00
Selig Plumbing	Library	Fiscal Year 2022	\$1,420.00
Selig Plumbing	Library	Fiscal Year 2023	\$1,125.00

**RECOMMENDATION ON ARTICLE 12: FAVORABLE ACTION:** *Occasionally the Town receives bills after the close of the fiscal year. Town Meeting must approve the payment of these bills by a 4/5 vote. The total of the twelve (12) unpaid bills is \$18,267.75. The bills will be paid out of Free Cash that has been certified by the Department of Revenue. The Finance Director has verified that these bills are valid for work or purchases that were authorized and completed. (Unanimous)*

**ARTICLE 13A:** To see if the Town will appropriate and/or reserve from the Community Preservation annual revenues in the amounts recommended by the Community Preservation Committee for Committee administrative expenses, community preservation projects and other expenses in Fiscal Year 2025, with each item to be considered a separate appropriation, as follows:

From FY 2025 estimated revenues for Historic Resources Reserve	\$ 70,000
From FY 2025 estimated revenues for Community Housing Reserve	\$ 70,000
From FY 2025 estimated revenues for Open Space Reserves	\$ 70,000
From FY 2025 estimated revenues for Committee Administrative Expenses	\$ 30,000

or take any other action relative thereto. (Inserted at the request of the Community Preservation Committee)

**RECOMMENDATION ON ARTICLE 13A: FAVORABLE ACTION:** *The Advisory Board agrees with the Community Preservation Committee (CPC) in making these appropriations as defined above. The appropriation amounts in this Article are based on the sum of the Fiscal Year 2024 estimated local surcharge revenue and the estimated State match and adhere to the State statute requirement that at least ten percent (10%) of the CPC's annual revenue must be placed in each of the three categories: Historic Resources, Community Housing, and Open Space. This Article also establishes an allowed Administrative Reserve Fund and allocates the maximum five percent (5%) into that Fund. The remainder of the estimated receipts will be deposited into the Town's CPC General Fund. At the end of each year, the unused portion of the Administrative Reserve Fund is returned to the CPC General Fund. This Article does not authorize funds to be allocated or used, but merely establishes balances in the Administrative Reserve Accounts to adhere to the State statute. Any expenditure from the CPC must be approved in future Town Meetings. (Unanimous)*

**ARTICLE 13B:** To see if the Town will take the following action and appropriate from the Community Preservation accounts in the amounts recommended by the Community Preservation Committee, as follows:

- a) Appropriate **\$10,000** from the Community Preservation Open Space/Recreation Reserve to be used by the Town of Hull to hire a consultant to conduct a dog park feasibility study in town to establish a location and interest as well as cost, in accordance with the Town's procurement practices, with the Town of Hull also filing reports on said project with the Community Preservation Committee; and further that the Select Board and Town Manager are authorized to take all related actions necessary or appropriate to carry out this vote.
- b) Appropriate **\$10,000** from the Community Preservation General Fund to be used for an Open Space/Recreation project to be used by the Town of Hull to undertake resurfacing of the exterior red zone of the Kenberma Pickleball Courts located at Kingsley Road Map 28/ Lot 025 or, however it may be designated, in accordance with the Town's procurement practices, with the Town of Hull also filing reports on said project with the Community Preservation Committee; and further that the Select Board and Town Manager are authorized to take all related actions necessary or appropriate to carry out this vote.

- c) Appropriate **\$20,000** from the Community Preservation General Fund to be used for an Open Space/Recreation project to be used by the Town of Hull to undertake the purchase and installation of “sails’ shade structures to be installed at Menice Field located at Nantasket Avenue Map 40/Lot 005, the Dust Bowl, located at Main Street Map 2/Lot 038, and Kenberma Pickleball Courts located at Kingsley Road Map 28/Lot 025, or, however it may be designated, in accordance with the Town’s procurement practices, with the Town of Hull also filing reports on said project with the Community Preservation Committee; and further that the Select Board and Town Manager are authorized to take all related actions necessary or appropriate to carry out this vote.
- d) Appropriate **\$25,000** from the Community Preservation General Fund to be used for an Historic project to be used by the Friends of the Paragon Carousel to undertake the restoration of the carousel lights at the Paragon Carousel located at 205 Nantasket Avenue Map 37/Lot 009-A or, however it may be designated, in accordance with the Town’s procurement practices, with the Town of Hull also filing reports on said project with the Community Preservation Committee; and further that the Select Board and Town Manager are authorized to take all related actions necessary or appropriate to carry out this vote.
- e) Appropriate **\$7,700** from the Community Preservation General Fund to be used for an Historic project to be used by the Town of Hull to undertake the purchase of Veteran’s Memorial Grave Markers to be placed at the Hull Cemetery located at Duck Lane Map 07/Lot 006 or, however it may be designated, in accordance with the Town’s procurement practices, with the Town of Hull also filing reports on said project with the Community Preservation Committee; and further that the Select Board and Town Manager are authorized to take all related actions necessary or appropriate to carry out this vote.
- f) Appropriate **\$85,000** from the Community Preservation General Fund to be used for an Historic project to be used by the Hull Lifesaving Museum to undertake the restoration of the building located at 199 Main Street Map 01/Lot 004 or, however it may be designated, in accordance with the Town’s procurement practices, with the Town of Hull also filing reports on said project with the Community Preservation Committee; and further that the Select Board and Town Manager are authorized to take all related actions necessary or appropriate to carry out this vote.
- g) Appropriate **\$27,000** from the Community Preservation General Fund to be used for an Historic project to be used by the St. Nicholas United Methodist Church to undertake the restoration of the steeple at the St. Nicholas United Methodist Church located at 128 Spring Street Map 06/Lot 004 or, however it may be designated, in accordance with the Town’s procurement practices, with the Town of Hull also filing reports on said project with the Community Preservation Committee; and further that the Select Board and Town Manager are authorized to take all related actions necessary or appropriate to carry out this vote.
- h) To see if the Town will appropriate a sum of money, to be derived from the Community Preservation Fund, to be used by the Town of Hull for the Village Fire Station Historic Preservation and Rehabilitation and Construction Project, so-called, located at 129 Spring Street Map 06/Lot 062 or, however it may be designated, provided that any amounts appropriated hereunder shall reduce by a like amount, the funds previously authorized to be borrowed for this project by vote of the Town adopted under Article 6B(F) of the warrant at the Annual Town Meeting held on May 1, 2023.

or take any other action relative thereto. (Inserted at the request of the Community Preservation Committee)

**RECOMMENDATION ON ARTICLE 13B SECTION A-H: FAVORABLE ACTION:** *The Advisory Board makes the following recommendations as outlined in the lettered sections of this Article:*

- a) *The Advisory Board agrees with the CPC to appropriate \$10,000 from the CPC Open Space/Recreation Reserve to be used by the Town to hire a consultant to conduct a dog park feasibility study to establish a location and interest as well as a cost-estimate for the project. The prospective locations are limited to Town-owned parcels of land.*
- b) *The Advisory Board agrees with the CPC to appropriate \$10,000 from the CPC General Fund to be used by the Town for resurfacing of the exterior red zone of the Kenberma Pickleball Courts. The original funding for the most recent renovation of the courts did not cover this area of the courts. This is an Open Space/Recreation project.*
- c) *The Advisory Board agrees with the CPC to appropriate \$20,000 from CPC General Fund to be used by the Town for the shade structures at Menice Field, the Dustbowl, and the space adjacent to the Kenberma Pickleball Courts. The structures consists of posts and removable 'sails', which will be removed and stored by the Department of Public Works during storm events and winter months. This is an Open Space/Recreation project.*
- d) *The Advisory Board agrees with the CPC to appropriate \$25,000 from the CPC General Fund to be used by the Friends of the Paragon Carousel for restoration of the carousel lights at the Paragon Carousel. The project will retain the historic style but save on electricity by moving to LED light bulbs This is an Historic project.*
- e) *The Advisory Board agrees with the CPC to appropriate \$7,700 from the CPC General Fund to be used by the Town to purchase Veteran's Memorial Grave Markers to be placed at the Hull Cemetery. This is an Historic project.*
- f) *The Advisory Board agrees with the CPC to appropriate \$85,000 from the CPC General Fund to be used by the Hull Lifesaving Museum to undertake the restoration of the Boathouse at Pemberton Point. Funds will be used for interior work including an ADA-compliant bathroom, ADA-compliant ramp on the Peddock's Island side of the Boathouse, insulation of the Boathouse and upgrading the electrical system. The Hull Lifesaving Museum is a community hub, hosting monthly veterans meeting and lectures, and their existing space is becoming limited. This money will be used to obtain matching grants and will allow \$190,000-worth of work to be completed. Projects will be phased to maximize grant money and to realize maximum impact. The Boathouse is a Town building, and by allowing the nonprofit Hull Lifesaving Museum to obtain grants and manage maintenance, the Town is saving money that would be needed to maintain the building. This is an Historic project.*
- g) *The Advisory Board agrees with the CPC to appropriate \$27,000 from the CPC General Fund to the St. Nicholas United Methodist Church to undertake the restoration of the steeple. The building is recognized as an historic gathering space by the Hull Historic District Commission. CPC funding has been used for historic churches in neighboring towns. The adjacent Gould Hall is used for public gathering and as a warming station for weather events for Village residents, and the church hosts non-denominational events such as architectural tours and piano lessons. This is an Historic project.*
- h) *The Advisory Board agrees with the CPC to appropriate \$500,000 from the CPC General Fund for the Town Village Fire Station Rehabilitation. The current balance in the CPC General Fund will allow bonding of \$500,000 instead of the \$1,000,000 passed at 2023 Town Meeting for completion of the project. The bond passed at the 2023 Town Meeting will be de-authorized/reduced to \$500,000 to avoid borrowing and paying interest. This is an Historic project.*

*All votes by the Advisory Board of the lettered sections were unanimously approved*

**ARTICLE 14:** To see if the Town will vote to accept the provision of G.L. c. 32, 103§(j) inserted by section 19 of Chapter 188 of the Acts of 2010 to increase the maximum base amount on which the COLA adjustment is calculated from \$18,000.00 annually to \$19,000.00 annually, or take any other action relative thereto. (Inserted at the request of the Hull Contributory Retirement Board)

**RECOMMENDATION ON ARTICLE 14: FAVORABLE ACTION:** *This Article is included in the Consent Agenda and will be moved in one motion along with other Articles. The Advisory Board met with the Town Accountant to review this Article which would increase the base amount used to calculate the annual cost of living adjustment (COLA) for retired employees of the Town. Similar Articles have come before Town Meeting in the past in response to Massachusetts law which allows for increases in the base amount for the COLA calculation in multiples of \$1,000. Each increase must be approved by the local retirement board and Town Meeting. This increase only impacts how the annual adjustments are made and doesn't increase pension payments outside of the adjustment. The Advisory Board wishes to express our gratitude for the Town's retired employees for their years of dedication and service. (Unanimous)*

**ARTICLE 15:** To see if the Town will vote to raise and appropriate, and/or transfer from available funds, a sum of money to be added to the Stabilization Fund, or take any other action relative thereto. (Inserted at the request of the Town Manager)

**RECOMMENDATION ON ARTICLE 15: FAVORABLE ACTION:** *This Article seeks to increase the Town's Stabilization Fund (Rainy Day Fund) by \$100,000 which will bring the fund to a balance of \$4,000,000 thus achieving the Town Manager's goal of holding three-to-five percent (3-5%) of the annual budget in reserve. The Advisory Board has been advocating for this type of reserve for many years and is pleased with the efforts over the last few years to accomplish this. (Unanimous)*

**ARTICLE 16:** To see if the Town will vote to appropriate the sum of \$3,836,117.50, received in legal settlement proceeds for the February 2013 storm damage to the Wastewater Treatment Facility for repairs, replacements, and upgrades associated with the Wastewater Treatment Facility and collection system per the provisions of G.L. c. 44, §53, or take any other action relative thereto. (Inserted at the request of the Town Manager)

**RECOMMENDATION ON ARTICLE 16: FAVORABLE ACTION:** *This Article will accept the settlement of the Sewer Plant lawsuit filed by the Town after the February 2013 storm damage. Our Sewer Department has identified several places where these funds will be used which will further reduce the Sewer Department's request for additional bonding initially planned for upgrades and repairs and discussed in previous Town Meetings. It is important to note that Massachusetts law limits the amount of settlement proceeds that can be spent without Town Meeting appropriation to \$150,000. This Article allows the Sewer Department to use the funds for litigation costs associated with the Town's claim, and/or for repairs, replacements and upgrades associated with the Wastewater Treatment Facility and collection system. The sum of \$3,836,117.50 has been received. Areas identified for the use of these funds are as follows:*

<i>Pump Station 9 Construction</i>	<i>\$1,462.34</i>
<i>Berm Project Cost Share</i>	<i>\$500,000.00</i>
<i>Sewer break at George Washington Bridge and Wharf Avenue</i>	<i>\$500,000.00</i>
<i>Facility Roof Replacement and Waterproofing</i>	<i>\$800,000.00</i>
<i>Retained Earnings</i>	<i>\$573,778.00</i>

*(Unanimous)*

**ARTICLE 17:** To see if the Town will vote to raise and appropriate, and/or transfer from available funds, a sum of money for the costs associated with the additional costs to complete the Crescent Beach Seawall and Revetment Project, including construction, engineering, design, legal expenses, and related expenses, and the claims of *RC&D v. Hull*; *Hull v. RC&D* and *Hull v. Allied World Insurance Company* regarding the Crescent Beach Seawall and Revetment Project and dispute, or take any other action relative thereto. (Inserted at the request of the Town Manager)

**RECOMMENDATION ON ARTICLE 17: FAVORABLE ACTION:** *This Article seeks to protect the Town's investment in critical infrastructure safeguarding the Town, its residents and their properties from coastal storms and sea level rise. Essentially it authorizes the Town to appropriate and spend up to \$500,000 to continue pursuing its well-supported claims in litigation against a bonding company that failed to perform its obligations to the Town in connection with a contractor failure involving the Crescent Beach seawall project. The Crescent Beach seawall was designed (and peer-reviewed) at significant taxpayer expense by engineers and other design professionals to meet the Town's crucial infrastructure needs for decades to come. That seawall was designed to protect not only the adjacent Town residents and their properties, but also the \$13,000,000 dollar investment in the Atlantic Avenue redesign and reconstruction project, the investment in our upgraded sewer infrastructure, and one of a few critical roadways in and out of our Town. Unfortunately, however, the contractor hired through the state-mandated procurement procedure failed to perform the construction as it was designed and approved, and despite efforts by the Town to reign in the deficient performance, including repeatedly seeking the assistance of the bonding company, the contractor left the project (and ultimately went into receivership). The bonding company has refused to perform its obligations under the bond procured by the Town to ensure a compliant and complete project. This has resulted in a lawsuit among the Town, the bonding company, and the defaulting contractor. The requested funding is necessary to continue to press the Town's well-founded claims on all fronts in the litigation, to provide further engineering investigation, analysis, data, and testimony, and to litigate this case to a satisfactory disposition for the Town and its residents. It is important to note that much of the expert analysis investigation, analysis and design data will be relevant for completing the project regardless of the litigation outcome, so it is money well spent. The Town does not seek or pursue litigation in a casual or haphazard manner. But as is clearly the case here, the Town must pursue its rights and remedies that are essential to the welfare of the Town's residents even if that means pursuing litigation to its appropriate outcome. (Unanimous)*

**ARTICLE 18:** To see if the Town will vote, pursuant to G.L. c. 40, §5B, to create a special purpose stabilization fund for the funding of capital improvements and projects, to be known as the Capital Stabilization Fund, and further, to see if the Town will vote to raise and appropriate and/or transfer from available funds the sum of money to said Capital Stabilization Fund, or take any other action relative thereto. (Inserted at the request of the Town Manager)

**RECOMMENDATION ON ARTICLE 18: FAVORABLE ACTION:** *This Article seeks to create a Special Purpose Stabilization Fund for the purposes of capital improvements for the Town. The initial value of the funds to be deposited into the Special Purpose Stabilization Fund is \$1,002,788. Creating a separate capital stabilization fund will allow the Town Manager and Finance Director to more effectively plan for future capital needs. This would allow for Rainy Day funds to stay intact for truly emergency purposes. (Unanimous)*

**ARTICLE 19:** To see if the Town will replace current Chapter 111, et. seq. Capital Outlay Committee, with the following:



## **Chapter 111. Capital Improvement Planning Committee**

### **§111-1. Establishment; Membership.**

There shall be a Capital Improvement Planning Committee ("Committee"), which shall perform the duties set forth in the following sections of this chapter and shall be governed by the provisions thereof. Said Committee shall consist of seven (7) members plus the Town Accountant. The Committee shall be appointed by the Select Board and composed of one member of the Advisory Board, one member of the Select Board, one member of the Planning Board, the School Superintendent or designee, the Town Manager or designee, and two citizens of the Town appointed by the Select Board. The Town Accountant shall be an ex-officio Committee staff member without voting privileges and shall not be counted for quorum purposes. The Committee shall choose its own officers and shall serve without compensation.

### **§111-2. Appointments.**

[Amended 5-8-2021 ATM by Art. 6B]

A. Members so appointed shall be appointed following the conclusion of the Annual Town Meeting and shall serve for the fiscal year following appointment, except those appointed after the start of the fiscal year shall serve for the remainder of that fiscal year. Said members may be reappointed for successive terms.

B. Members of boards serving on said Committee shall be appointed annually by their respective Boards. Said members may be reappointed for successive terms.

### **§111-3. Vacancies.**

Whenever any vacancy shall occur in the Committee, it shall be filled by the appointing authority which appointed the member whose position shall have become vacant. Any person appointed to fill a vacancy in the Committee shall hold office for the unexpired term of the person whom he or she succeeds.

### **§111-4. Powers and duties.**

It shall be the duty of the Committee to ascertain annually what capital improvement projects will be required by the Town during the next five years. In making this determination, it may consult with Town, county, federal and state officials and with other boards and committees of the Town.

The Committee shall study proposed capital projects and improvements involving major, nonrecurring, tangible projects and assets which:

- 1) are purchased, leased, lease-purchased or similar procurement or undertaken at intervals of not less than five years;
- 2) have a useful life of at least five years; and
- 3) cost over \$50,000.

**Capital Improvement Plan:** All officers, boards, and committees, including the Select Board and School Committee, shall, by January 15<sup>th</sup> of each year, give to the Town Manager, for presentation to the Committee, information concerning all anticipated projects requiring Town Meeting action during the ensuing five years. The Committee shall consider the relative need, impact, timing, and cost of these expenditures and the effect that each will have on the town's financial position.

**Annual Report:** The Committee shall prepare an annual report recommending a capital improvement budget for the next fiscal year and a capital improvement program with

recommended capital improvements for the following four fiscal years. The report shall be submitted to the Town Manager and presented to the Select Board at the annual Draft Town Budget presentation.

Reporting: The Committee shall publish and distribute to each voter electronically and/or in print an annual report and such further reports as it deems advisable, and shall include in such reports its estimates of income, operational expenses and tax rates, and its recommendations for scheduling capital outlays and for the financing of such outlays as in its judgment cannot be or should not be paid for entirely out of the current revenues and available funds. The Committee shall file its original report with the Town Clerk.

or take any other action relative thereto. (Inserted at the request of the Town Manager)

***RECOMMENDATION ON ARTICLE 19: FAVORABLE ACTION:*** *This Article seeks to create a committee to review the Town's capital planning needs on an ongoing and rolling basis. We applaud the Town Manager's plan to create this committee. We agree with the proposed composition of the committee to include: one member of the Advisory Board, one member of the Select Board, one member of the Planning Board, the School Superintendent or designee, the Town Manager or designee, and two citizens of the Town appointed by the Select Board. It is appropriate for the Town Accountant to serve as an ex officio member. (Unanimous)*

**ARTICLE 20:** To see if the Town will vote to create and establish an Opioid Special Revenue Fund authorized by Chapter 77 of the Acts of 2023 and to transfer from free cash the sum of \$86,438 to be added to said Special Revenue Fund, or take any other action relative thereto. (Inserted at the request of the Town Manager)

***RECOMMENDATION ON ARTICLE 20: FAVORABLE ACTION:*** *This article seeks to officially create a separate fund to be used under the guidelines set forth by the Commonwealth. The Opioid Special Revenue Fund is fully funded by the Commonwealth's financial settlements with several companies as part of the historic legal efforts to demand abatement of the harms caused by the opioid epidemic. These settlements, under guidelines, are to be used for substance use prevention, harm reduction, treatment, and recovery support. (Unanimous)*

**ARTICLE 21:** To see if the Town will raise and appropriate, transfer from available funds, and/or borrow a sum of money to pay costs of a feasibility study for a new public safety facilities combined, including the payment of all costs incidental or related thereto; or to take any other action relative thereto. (Inserted at the request of the Town Manager)

***RECOMMENDATION ON ARTICLE 21: FAVORABLE ACTION:*** *This Article seeks to appropriate \$150,000 to conduct a study to determine how best to locate and construct/renovate facilities for our public safety departments. As has been discussed in previous years, the Town's facilities are in need of upgrades to best serve our Town and the members of these departments who live and use them every day. Most of our facilities were built so long ago that they may not accommodate today's technology of equipment. (Unanimous)*

**ARTICLE 22:** To see if the Town will raise and appropriate, transfer from available funds, and/or borrow a sum of money to pay costs of equipping and outfitting the Hull Community Television Media Center, and any other costs incidental or related thereto; to authorize the Town Manager to apply for and accept grants and gifts to accomplish said projects and purposes, which amounts shall be spent in addition to the funds appropriated under this vote; and to authorize the Select Board or Town Manager to enter into agreements and take any other action necessary to carry out said projects, or take any other action relative thereto. (Inserted at the request of the Town Manager)

***RECOMMENDATION ON ARTICLE 22: FAVORABLE ACTION:*** *This Article authorizes the Town to appropriate and spend up to \$385,000 to equip, outfit, and update the Hull Community Television Media*

*Center. In anticipation of the move of key Town Hall functions, including the Hull Community Television Media Center and its equipment to the Memorial Middle School, this Article will provide the necessary funds to make needed modifications to rooms and update as necessary the equipment required to record and broadcast all public meetings and programs. (Unanimous)*

**ARTICLE 23:** To see if the Town will raise and appropriate, transfer from available funds, and/or borrow a sum of money to pay costs of the design and construction of repairs and improvements to the Pemberton Float, and any other site improvements, equipment and any other costs incidental or related thereto; to authorize the Town Manager to apply for and accept grants and gifts to accomplish said projects and purposes, which amounts shall be spent in addition to the funds appropriated under this vote; and to authorize the Select Board or Town Manager to enter into agreements and take any other action necessary to carry out said projects, or take any other action relative thereto. (Inserted at the request of the Town Manager)

**RECOMMENDATION ON ARTICLE 23: FAVORABLE ACTION:** *This Article seeks authorization to bond \$2,400,000 to replace the commuter float at Pemberton Point. This vital link which allows Town residents to conveniently access Boston is deteriorating from the inside out and is no longer repairable. The new float is expected to be approximately 2/3 the size of the current float. While this bond Article seeks to authorize the full cost of replacing the float, the Town is meeting with the Massachusetts Bay Transportation Authority to seek grant money or a cost sharing arrangement. Having this funding in place could help with the Town's negotiations with the MBTA. (Unanimous)*

**ARTICLE 24:** To see if the Town will raise and appropriate, transfer from available funds, and/or borrow a sum of money to pay costs of the design and construction of repairs and improvements to the Hull Memorial School and the related costs of relocating the Town Hall Administrative Offices and other Town Offices and Departments to the Hull Memorial School, and any other site improvements, equipment and any other costs incidental or related thereto; to authorize the Town Manager to apply for and accept grants and gifts to accomplish said projects and purposes, which amounts shall be spent in addition to the funds appropriated under this vote; and to authorize the Select Board to enter into agreements and take any other action necessary to carry out said projects, or take any other action relative thereto. (Inserted at the request of the Town Manager)

**RECOMMENDATION ON ARTICLE 24: RECOMMENDATION AT TOWN MEETING:** *This Article seeks to raise funds to pay for repairs and site improvements to the building that is currently used as the Hull Memorial Middle School (which will be the future Town Hall) and to provide Town Manager and the Select Board with the appropriate authority to carry out the repairs and improvements. The Article will approve the appropriation of a specific dollar amount in addition to providing authority to the Town to raise additional funding (including through grants applications). The Advisory Board wants to emphasize that it is unanimously in favor of completing the required work, which includes a roof-top HVAC, portico repairs, phone system upgrades, technology equipment upgrades, and related moving expenses. The only reason the Advisory Board is withholding its recommendation is because the final exact appropriation amount is not available as at the time of publishing the Warrant. (Unanimous)*

**ARTICLE 25A:** To see if the Town will raise and appropriate, transfer from available funds, and/or borrow a sum of money to pay costs of the design and construction of repairs and improvements to the Nantasket Avenue seawall, revetment and related coastal access infrastructure, and any other shore protection projects, including any related land acquisition costs, site improvements, landscaping, equipment and any other costs incidental or related thereto; to authorize the Town Manager to apply for and accept grants and gifts to accomplish said projects and purposes, which amounts shall be spent in addition to the funds appropriated under this vote; or take any other action relative thereto. (Inserted at the request of the Town Manager)

**RECOMMENDATION ON ARTICLE 25A: FAVORABLE ACTION:** *In November 2023, the Federal Emergency Management Agency (FEMA), in collaboration with the Massachusetts Emergency Management Agency (MEMA), granted the Town money to rehabilitate the seawall along Nantasket Ave, opposite Mariners Park. Among the major accomplishments, this grant would cover 1,675 feet of wall restoration,*

*raise the avenue by 18 feet, create a second wall further inland from the current one and provide armor stone between the walls; all for the purpose of mitigating flooding to what is considered a 100-year floodplain. This Article will fund the Town's portion of the project in the areas of design and construction. (Unanimous)*

**ARTICLE 25B:** To see if the Town will authorize the Select Board to acquire by gift, purchase, eminent domain or otherwise portions of the properties at Assessor's Map 09-47, 09-048 and any other property within 1,000 feet thereto for general municipal purposes, and for all purposes and uses accessory thereto, including but not limited to construct, repair, maintain and improve a road, utilities, dune, seawall, shore protection devices and infrastructure systems, to protect persons and property, to provide protection from storms or sea level rise, to enable and facilitate public and municipal access to and use of said area, all as relates to the Fitzpatrick Way Seawall Project; and to accomplish same raise and appropriate and/or appropriate and/or transfer from available funds or borrow a sum of money; and to authorize the Town Manager to apply for and accept grants and gifts to accomplish said projects and purposes; and to authorize the Town to enter into agreements for said projects and purposes, or take any other action relative thereto. (Inserted at the request of the Town Manager)

***RECOMMENDATION ON ARTICLE 25B: RECOMMENDATION AT TOWN MEETING:***

*Given the magnitude and the importance of the seawall to the Town and these residential properties, it is critical that, should the affected residents resist allowing easements to do the project, the Town have the option to pursue eminent domain solutions. The failure of the existing seawall would be catastrophic for the Town. There is no intent to take homes, the intent would be merely to obtain the easements. (Unanimous)*

**ARTICLE 26:** To see if the Town will vote to accept the provision of G.L. c. 200A, §9A for managing of the Town Treasurer's checking accounts, or take any other action relative thereto. (Inserted at the request of the Town Manager)

***RECOMMENDATION ON ARTICLE 26: FAVORABLE ACTION:*** *When the Town pays a vendor or anyone for services, there are times when the recipient doesn't deposit the check. Under current Massachusetts law, if the checks aren't cashed within a certain period of time, the funds revert to the Commonwealth which advertises the availability of the funds in an unclaimed money category and gives the recipient a chance to obtain them. This Article gives the Town the right to keep the funds, but only after the Town advertises the second chance as the Commonwealth would have done. (Unanimous)*

**ARTICLE 27:** To see if the Town will vote to accept the provisions of G.L. c. 59, §5, Clause 54, exempting personal property from taxation if less than an amount of \$10,000, as established by Town Meeting; and further, by establishing such minimum value of personal property subject to taxation as \$10,000, beginning in FY26, or take any other action relative thereto. (Inserted at the request of the Board of Assessors)

***RECOMMENDATION ON ARTICLE 27: FAVORABLE ACTION:*** *Personal property that is kept in a person's domicile, or primary legal residence, is generally not subject to taxation; except for that personal property that is subject to excise taxes (cars, boats, recreational vehicles, etc.). However, personal property that is kept in a person's non-primary residence is subject to taxation. This Article would exempt personal property less than \$10,000 from taxation and establish a minimum value subject to taxation at \$10,000. (Unanimous)*

**ARTICLE 28:** To see if the Town will amend Chapter 233 of the Code/Bylaws of the Town of Hull, Conservation, by adding the following new sections, to be numbered as indicated or by the Town Clerk:

**A. §233-6. [Procedures.]**

Unless otherwise exempted by law, applications for a hearing before the Conservation Commission are required and a hearing held, before conducting any activities that may impact

natural resources protected by the Massachusetts Wetlands Act (G.L. C.131, §40) and/or other applicable law. These procedures are detailed in 310 CMR 10.05 and other applicable law. After-the-fact applications for the following procedures have additional Conservation Commission administrative fees:

(a) Notice of Intent (NOI)

A NOI is a standard application for a proposed activity which is likely to impact on a site or nearby wetland resource areas. The Conservation Commission is the town appointed body responsible for review of a NOI. The information supplied with the NOI is the primary data base used in making decisions on wetlands projects. Complete and accurate submissions minimize possible delays to secure necessary information.

(b) Request for Determination of Applicability (RDA)

Any person who would like a formal decision as to whether the Conservation Commission has jurisdiction over a specific area or a proposed activity (or both) may file a RDA with the Conservation Commission.

**B. §233-7. [After-The-Fact Fees.]**

(a) Payments to the Town of Hull in accordance with the fee schedule established herein or otherwise provided for by law shall accompany all after-the-fact NOIs and RDAs. Fees are payable at the time of application and are nonrefundable.

(b) The applicant is responsible for payment of the fee or cost to provide public notice for publishing in the local newspaper.

(c) After-the-Fact-Fee Schedule:

Filing fee for any after-the-fact RDA and NOI shall be **in addition** to the Commonwealth of Massachusetts fee (310 CMR 10.03(7) associated with the NOI application (Mass Dept. of Environmental Protection WPA Form 3), set forth as follows:

Requests for Determination of Applicability		\$ 50.00
Notice of Intent*	Category 1	\$100.00
	Category 2	\$275.00
	Category 3	\$550.00
	Category 4	\$750.00
	Category 5	\$ 3.00/ foot (Not less than \$100.00)
	Category 6	\$ 3.00/ foot (Not less than \$100.00)

\*[Notice of Intent Categories] (*from Mass DEP Form wpa3inst.doc, ref. 1/03/13*):

**CATEGORY 1: \$100.00**

- a) Work on Single Family Lot: addition, pool, etc.
- b) Site work without house.
- c) Control vegetation (SFH): removal, herbicide, etc.
- d) Resource improvement.
- e) Work on septic system separate from house.
- f) Monitoring well activities minus roadway.

**CATEGORY 2: \$275.00**

- a) Construction of Single Family House (SFH).
- b) Parking lot.
- c) Beach nourishment.
- d) Electric Generating Facility activities.

- e) Inland Limited Projects minus road crossings.
- f) New agricultural or aqua-cultural projects.
- g) Each crossing for driveway to SFH.
- h) Any point source discharge.

CATEGORY 3: \$550.00

- a) Site preparation (for development beyond NOI scope).
- b) Each building (for development) including site.
- c) Road construction not crossing or driveway.
- d) Hazardous clean up.

CATEGORY 4: \$750.00

- a) Each crossing for development or commercial road.
- b) Dam, sluiceway, tide gate work.
- c) Landfill.
- d) Sand and gravel operation.
- e) Railroad line construction.
- f) Control vegetation in development (SFH).
- g) Bridge (SFH).
- h) Water level variation.
- i) Hazardous waste alterations to resource area.
- j) Dredging.
- k) Package treatment plant & discharge.

CATEGORY 5: \$3.00 per linear foot (\$100.00 minimum)

- a) Docks, piers, revetments, dikes, etc.

CATEGORY 6: \$3.00 per linear foot (\$100.00 minimum)

- a) Boundary delineations for wetlands resources

or take any other action relative thereto. (Inserted by the Climate Adaption & Conservation Department)

**RECOMMENDATION ON ARTICLE 28: FAVORABLE ACTION:** *This Article amends the existing Bylaws by adding two new sections relating to the timing and fees of certain applications. New §233-6. [Procedures.] requires applicants to have a hearing with the Conservation Commission before conducting activities that may impact natural resources. The section also requires that “after-the-fact” applications for a “Notice of Intent” and “Request for Determination of Applicability” will be subject to new fees. New §233-7. [After-The-Fact Fees.] establishes the fees required to be paid by all applicants filing an after-the-fact “Notices of Intent” and “Requests for Determination of Applicability”. These amendments are intended to incentivize citizens to engage with the Conservation Commission before beginning any project that requires application to the Conservation Commission. (Unanimous)*

**ARTICLE 29:** To see if the Town will amend the Zoning Bylaw to establish §410-3.2.A(8) Accessory Dwelling Units; establish §410-4.10 ACCESSORY DWELLING UNITS; and amend §410-5.1 Table 50 as follows:

**§410-3.2. Single-Family Residence Districts A, B and C**

**A. Permitted uses for Single-Family Residence Districts A, B and C**

**(8) Accessory Dwelling Units,** subject to the requirements of §410-4.10 of this Zoning Bylaw.

**§410-4.10 ACCESSORY DWELLING UNITS**

## **A. PURPOSE:**

The purpose of this Bylaw is to provide:

- (1) Accessory dwelling units without significantly adding to the number of buildings in the Town or substantially altering the appearance of the residential property and for the purpose of enabling owners of single-family dwellings to share space and the burdens of homeownership with others while also protecting the stability, property values and residential character of the surrounding neighborhood.
- (2) Owner occupants of single-family homes with a means of obtaining rental income, companionship, and/or security, thereby enabling them to remain more comfortably in homes and neighborhoods they might otherwise be forced to leave;
- (3) A limited number of Accessory Dwelling Units via special permit which allows for orderly development and ultimately limited impact on the community;
- (4) The Town the ability to monitor Accessory Dwelling Unit (ADU) construction and use for code compliance.

## **B. DEFINITIONS:**

### **ACCESSORY DWELLING UNIT (ADU)**

A self-contained housing unit incorporated within a single-family dwelling and clearly subordinate in size to the principal dwelling in a manner that maintains the character and structural appearance of a single-family dwelling consistent with the provisions of §410-4.10 and G.L. Chapter 40A §1A Definition of "Accessory Dwelling Unit."

### **Principal Dwelling**

For the purposes of this §410-4.10 is a single-family dwelling exclusive of the area that constitutes the Accessory Dwelling Unit (ADU).

A single-family dwelling with an Accessory Dwelling Unit (ADU) shall not be deemed to be a two-family dwelling.

## **C. PROCEDURES**

- (1) Accessory Dwelling Units created under this by-law shall require a special permit from the Board of Appeals.
- (2) The owner shall submit an application for a building permit for an Accessory Dwelling Unit, along with building plans, and survey and site plans of the existing and proposed conditions, to the Building Commissioner for review.
- (3) If the Building Commissioner determines the proposed ADU is in compliance with this zoning bylaw §410-4.10, and all code requirements for residential use the application may be submitted to the Board of Appeals for review and decision.

## **D. GENERAL CONDITIONS**

Any Permit for an Accessory Dwelling Unit (ADU) issued pursuant to this §410-4.10 shall be subject to, and shall incorporate the following conditions:

- (1) Owner Occupation

- (a) The owner of the single-family dwelling shall occupy either the principal dwelling or the ADU as the owner's primary residence. Temporary absences of the owner for a period of not more than six months in the aggregate in any twelve- month period and active military service of the owner for any length of time shall not be deemed a violation of this requirement provided that the dwelling units may only be occupied by family members of the owner during the owner's absence.
- (b) The owner shall recertify annually, by submission of a notarized affidavit to the Building Commissioner: that the owner shall continue to occupy either the principal dwelling or the ADU as the owner's primary residence, except for bona fide temporary absence as provide above in subsection D(1)(a).
- (c) Upon the sale or other conveyance or transfer of a single-family dwelling which has been issued an ADU Permit, the new owner shall, within thirty (30) days of such transfer, submit a notarized affidavit to the Building Commissioner certifying that the owner will continue to occupy either the principal dwelling or the ADU as the owner's primary residence and comply with all conditions of the ADU Use, if the owner intends to maintain the ADU permit.

(2) ADU Limit

- (a) As of the date that the application for a Permit for an Accessory Dwelling Unit is filed, the total number of ADU Permits shall not exceed 100.
  - (b) ADU Permits shall be restricted to ten (10) per calendar year as determined by the Building Commissioner
- (3) Compliance – The owner shall recertify annually, by application for Board of Health Housing Code Division Certificates of Occupancy and comply with the rules and regulations of the Board of Health.
- (4) Transfer - Neither the principal dwelling nor the Accessory Dwelling Unit may be sold or otherwise conveyed or transferred separately from the other.
- (5) Short Term Rental - A Principal Dwelling or Accessory Dwelling Unit shall not be used for boarding and lodging, or other commercial use. A Principal Dwelling or ADU may be rented for periods not shorter than 6 months at a time, and are prohibited from any use as rental units on a weekly or daily basis.

**E. DIMENSIONAL AND DESIGN REQUIREMENTS:**

Any special permit for an Accessory Dwelling Unit (ADU) issued pursuant to this §410-4.10 shall be subject to, and shall incorporate the following conditions:

- (1) Any property/structure that has received a special permit or variance to expand square footage of the structure after the date of adoption of the ADU bylaw is not eligible for an ADU special permit.
- (2) An Accessory Dwelling Unit shall not be larger in floor area than ½ the floor area of the principal dwelling or 900 square feet, whichever is smaller.
- (3) An Accessory Dwelling Unit shall not have more than two bedrooms.
- (4) An Accessory Dwelling Unit shall not create an undue burden on the neighborhood.



- (5) An Accessory Dwelling Unit shall not be metered separately from the principal dwelling for electric, gas, water, or sewer utilities serving the single-family dwelling.
- (6) The parking requirement for an ADU is one off-street parking space per bedroom in addition to the minimum required two off-street parking spaces for a single-family dwelling, which shall be provided on the premises, as per Section 410-5.2.A. Table 55 Parking.
- (7) Any new entrance for the Accessory Dwelling Unit or the principal dwelling shall be located on the side or in the rear of the single-family dwelling, and all stairways to upper stories shall be enclosed within the exterior walls of the single-family dwelling, so as to be less visible from the street.
- (8) Additional or modified landscaping, fences or other buffers may be necessary to protect abutting properties from potential negative visual or auditory impacts of the ADU.

**F. SEVERABILITY:**

All the clauses of this bylaw are distinct and severable, and if any clause shall be deemed illegal, void or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or portion of this bylaw.

**§410-5.1 Table 50 (addition is underlined)**

	<b>SF-A</b>	<b>SF-B</b>	<b>SF-C</b>
<b>Maximum Number of Dwelling Units per Lot</b>	<u>1+ADU</u>	<u>1+ADU</u>	<u>1+ADU</u>

or take any other action relative thereto. (Inserted at the request of the Planning Board)

**RECOMMENDATION ON ARTICLE 29: FAVORABLE ACTION:** *This Article amends the Town's Zoning Bylaws to permit homeowners in the Single-Family District to create and rent an Accessory Dwelling Unit within their primary residence, provided that the dwelling, the Accessory Dwelling Unit, and the owner of the Single-Family Dwelling meet specific requirements set forth in the proposed Zoning Bylaw. The proponents of this Article posit that the amendments will help owner occupants of Single-Family Dwelling to obtain rental income.*

*For context, an Article on Accessory Dwelling Units was previously presented to the 2023 Annual Town Meeting. The relevant Boards agreed to coordinate and propose a new Article that reflects a consensus position of these groups. The revised Article is concise and clear and the requirements for qualifying and maintaining an Accessory Dwelling Unit are measurable. (Unanimous)*

**ARTICLE 30:** To see if the Town will amend the Zoning Bylaw §4.10-2.2 Meaning of Words; §4.10-4.1 Site Plan Review; the Hull Zoning Map, and any other sections necessary in the effort to comply with G.L. c. 40A §3A "MBTA Communities Zoning Law" so called as follows:

(~~Strike through~~ language to be removed/underlined language to be included)

**§4.10-2.2 Meaning of Words:**

**FAMILY**

One or more persons (no maximum) related by blood, marriage, or adoption and including domestic employees occupying a dwelling unit and living together as a single housekeeping unit ;

or a group not exceeding four persons, who need not be related by blood, marriage, or adoption occupying a dwelling unit and living together as a single housekeeping unit

#### **§4.10-4.1 Site Plan Review**

##### **§4.10-4.1.A:**

- A. Purpose:** The purpose of the site plan review process is to protect the health, safety, convenience and general welfare of Town residents by providing for a review of plans for uses, buildings and structures which may have significant impacts on traffic, municipal and public services and utilities, environmental quality, community economics and community values in the Town.

Site Plan Review requirements shall not be construed to prevent compliance with G.L. c. 40A §3A.

##### **§4.10-4.1.C(5)(a):**

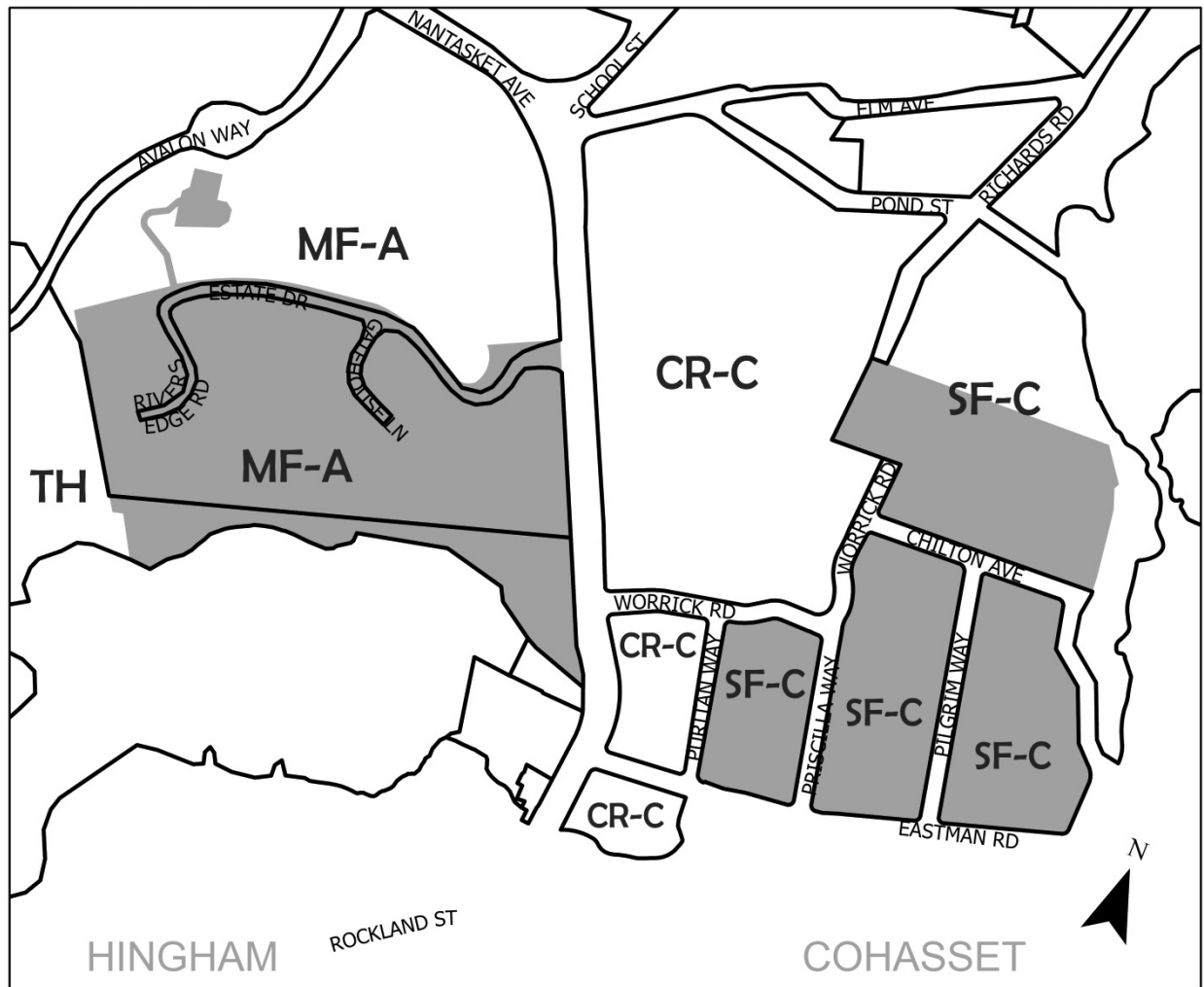
**C. Application and Review Procedure**

**(5) Board Actions:**

- (a)** The Planning Board may grant approval, may deny approval when despite best efforts, no form of reasonable conditions could be devised to satisfy the problem with the plan, or may grant approval with special conditions, based on its review of the projected development impacts and the proposed methods of mitigating such impacts, and whether the proposed development is in conformance with Subsection D, Design Guidelines. The Planning Board may also waive the requirements for site plan review if, in the opinion of a two-third majority of the Planning Board, the adverse impacts of the proposed development are not significantly greater than the impacts of uses which are or can be made of the site under existing laws and regulations.

#### **ZONING MAP AMENDMENTS**

1. Expansion of Commercial Recreation C (CRC) district as shown in warrant to include Block-Lots (50-024, 50-043, 50-040, 50-072, 50-053, 42-100, 50-059, 50-076, 50-007, 50-046, 50-066)
2. Expansion of Commercial Recreation B (CRB) district as shown in warrant to include Block-Lots (39-900, 38-005, 38-024, 38-025, 39-184)
3. Expansion of Multi-Family B (MFB) district as shown in warrant to include Block-Lots (49-070, 59-100, 59-200, 48-033)



#### EXISTING ZONING

- SF-C** Single Family C
- MF-A** Multi-Family A
- TH** Townhouse
- CR-C** Commercial Recreation C

**PROPOSED  
COMMERCIAL RECREATION - C  
EXPANSION  
REPRESENTED BY GREY AREA**

## Zoning Map Amendment 1 WEST CORNER Existing and Proposed Conditions



EXISTING ZONING

**MF-A** Multi-Family A  
**CR-B** Commercial Recreation B

PROPOSED  
 COMMERCIAL RECREATION - B  
 EXPANSION  
 REPRESENTED BY GREY AREA

## Zoning Map Amendment 2 NANTASKET BEACH Existing and Proposed Conditions



#### EXISTING ZONING

- MF-A Multi-Family A
- MF-B Multi-Family B
- SF-B Single-Family B

PROPOSED  
 MULTI-FAMILY B  
 EXPANSION  
 REPRESENTED BY GREY AREA

## Zoning Map Amendment 3 ATLANTIC HILL Existing and Proposed Conditions

Nothing in this bylaw shall be construed in a manner to prevent compliance with G.L. c.40A, §3A. or take any other action relative thereto. (Inserted at the request of the Planning Board)

**RECOMMENDATION ON ARTICLE 30: FAVORABLE ACTION:** *This Article seeks to update the Town's Zoning Map to meet the requirements of the Commonwealth and comply with MGL Chapter 40A §3A "MBTA Communities" Act. These changes to the Zoning Maps have been well thought out by the Town's Planning Board and Director of Community Development & Planning. Failure to pass this Article would be detrimental to the Town's ability to apply for and receive various grants from the Commonwealth. The Town has been aggressive in applying for grants and has been successful in receiving these grants; resulting in very large amounts of cost avoidance for projects completed in past years. The Town would seek to continue this practice to keep our costs of Capital Projects down. (Unanimous)*

**ARTICLE 31:** To see if the Town will amend the Zoning Bylaws to establish a Floodplain Overlay District Bylaw as follows, with numbering to be done by the Town Clerk if necessary:

**§410-3.8 Floodplain District.**

- A. The Floodplain District is herein established as an overlay district. The District includes all special flood hazard areas designated on the Plymouth County Flood Insurance Rate Map (FIRM) issued by the Federal Emergency Management Agency for the administration of the National Flood Insurance Program, effective date July 3, 2024. These maps indicate the 1%-chance regulatory floodplain. The exact boundaries of the District shall be defined by the 1%-chance base flood elevations shown on the Plymouth County FIRM and further defined by the Plymouth County Flood Insurance Study (FIS) report effective date July 3, 2024. The effective FIRM and FIS report are incorporated herein by reference and are on file with the Town Clerk, Planning Board, Building Commissioner, and Climate Adaptation & Conservation Department.
- B. Use Regulations: The use regulations governing the Floodplain District of Hull are in §410-4.2, Floodplain District use and development regulations, of these zoning Bylaws. Important state regulations concerning floodplain areas are referenced therein.

**§410-4.2. Floodplain District use and development.**

- A. The purpose of the Floodplain Overlay District is to:
- 1) Ensure public safety through reducing the threats to life and personal injury.
  - 2) Eliminate new hazards to emergency response Commissioners.
  - 3) Prevent the occurrence of public emergencies resulting from water quality, contamination, and pollution due to flooding.
  - 4) Avoid the loss of utility services which if damaged by flooding would disrupt or shut down the utility network and impact regions of the community beyond the site of flooding.
  - 5) Eliminate costs associated with the response and cleanup of flooding conditions.
  - 6) Reduce damage to public and private property resulting from flooding waters.
  - 7) Preserve the natural flood control characteristics and the flood storage capacity of the floodplain.
  - 8) Minimize potential loss of life, destruction of property, and environmental damage resulting from the projected impacts of a warming climate, including extreme rain events and relative sea level rise.
- B. Designation of Floodplain Administrator  
The Town of Hull hereby designates the position of Floodplain Administrator to be the *Building Commissioner* for the Town. In the event the Building Commissioner is not available, the Director of Climate Adaptation and Conservation shall act the Administrator or such other administrative employee designated by the Town Manager.

### C. Permit Requirements

The Town of Hull requires a permit for all proposed construction or other development in the floodplain overlay district, including new construction or changes to existing buildings, placement of manufactured homes, placement of agricultural facilities, fences, sheds, storage facilities or drilling, mining, paving and any other development that might increase flooding or adversely impact flood risks to other properties. Hull's permit review process includes the requirement that the applicant obtain all local, state and federal permits that will be necessary in order to carry out the proposed development in the floodplain overlay district. The applicant must acquire all necessary permits, and must demonstrate that all necessary permits have been acquired.

- (1) All development in the district, including structural and non-structural activities, whether permitted by right, by special permit or by variance, must be in compliance with Chapter 131, Section 40 of the Massachusetts General Laws and with the following:
  - (a) Sections of the Massachusetts State Building Code (780 CMR) which address floodplain and coastal high hazard areas;
  - (b) Wetlands Protection Regulations, Department of Environmental Protection (DEP) (currently 310 CMR 10.00);
  - (c) Inland Wetlands Restriction, DEP (currently 310 CMR 13.00);
  - (d) Coastal Wetlands Restriction, DEP (currently 310 CMR 12.00);
  - (e) Minimum Requirements for the Subsurface Disposal of Sanitary Sewage, DEP (currently 310 CMR 15, Title 5);

Permit applicants in the Floodplain Overlay District shall be made aware of future flood risk including the projected frequency and depth of flooding as shown on the Hull's MC-FRM "2.4 Foot Sea Level Rise" map dated 05/19/2022, and on the "1.2 Foot Sea Level Rise Flood Depth" map dated 05/19/2022, or the most current version of the MC-FRM (or latest state-adopted projection models), on file with the Town Clerk, Building Commissioner, Planning Board, and Department of Climate Adaptation and Conservation. Applications for new construction and/or substantial improvement of 3 or more residential units, new construction and/or substantial improvement of non-residential structures shall include (1) a narrative, on a form designated by the Town, describing proposed methods to minimize future flood impacts to the property and surrounding areas, and (2) if relevant, include on site plans 1%-chance BASE FLOOD elevation predicted for 2.4 Foot Sea Level Rise. The future flood risk maps and GIS data layers are for planning purposes. Building Code flood resistant regulations apply only to the FEMA FIRMs.

### D. Floodway Encroachment

In Zones A, A1-30, and AE, along watercourses that have not had a regulatory floodway designated, the best available Federal, State, local, or other floodway data shall be used to prohibit encroachments in floodways which would result in any increase in flood levels within the community during the occurrence of the base flood discharge.

In Zones A1-30 and AE, along watercourses that have a regulatory floodway designated on the Town's FIRM encroachments are prohibited, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

#### E. Unnumbered A Zones

In A Zones, in the absence of FEMA BFE data and floodway data, the Building Department will obtain, review and reasonably utilize base flood elevation and floodway data available from a Federal, State, or other source as criteria for requiring new construction, substantial improvements, or other development in Zone A as the basis for elevating residential structures to or above base flood level, for flood-proofing or elevating nonresidential structures to or above base flood level, and for prohibiting encroachments in floodways.

#### F. AO and AH Zones Drainage Requirements

Within Zones AO and AH on the FIRM, adequate drainage paths must be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

#### G. Subdivision Proposals

All subdivision proposals and development proposals in the floodplain overlay district shall be reviewed to assure that:

- (a) Such proposals minimize flood damage.
- (b) Public utilities and facilities are located & constructed so as to minimize or eliminate flood damage.
- (c) Adequate drainage is provided to reduce exposure to flood hazards.

When proposing subdivisions or other developments in the Federal Floodplain District greater than 50 lots or 5 acres (whichever is less), the applicant must provide technical data to determine base flood elevations for each developable parcel shown on the design plans.

#### H. Recreational Vehicles

In A1-30, AH, AE Zones, V1-30, VE, and V Zones, all recreational vehicles to be placed on a site must be elevated and anchored in accordance with the zone's regulations for foundation and elevation requirements or be on the site for less than 180 consecutive days or be fully licensed and highway ready.

#### I. Protection of Dunes

Man-made Alteration of sand dunes within the Zone VE which would increase potential flood damage are is prohibited. All new construction within Zone VE must be located landward of the reach of mean high tide.

#### J. Watercourse Alterations

In a riverine situation, the Floodplain Administrator shall notify the following of any alteration or relocation of a watercourse:

- Adjacent Communities, especially upstream and downstream
- Bordering States, if affected
- NFIP State Coordinator  
Massachusetts Department of Conservation and Recreation
- NFIP Program Specialist  
Federal Emergency Management Agency, Region I

#### K. Requirement to Submit New Technical Data

If the Town acquires data that changes the base flood elevation in the FEMA mapped Special Flood Hazard Areas, the Town will use its best efforts, within 6 months, to notify FEMA of these changes by submitting the technical or scientific data that supports the change(s). Notification shall be submitted to:

- NFIP State Coordinator  
Massachusetts Department of Conservation and Recreation
- NFIP Program Specialist  
Federal Emergency Management Agency, Region I



L. Variances to Building Code Floodplain Standards

The Town will request from the State Building Code Appeals Board a written and/or audible copy of the portion of the hearing related to the variance, and will maintain this record in the community's files.

The Town shall also issue a letter to the property owner regarding potential impacts to the annual premiums for the flood insurance policy covering that property, in writing over the signature of the Floodplain Administrator that (i) the issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and (ii) such construction below the base flood level increases risks to life and property. Such notification shall be maintained with the record of all variance actions for the referenced development in the floodplain overlay district.

M. Variances to Local Zoning Ordinances Related to Community Compliance with the National Flood Insurance Program (NFIP).

A variance from these floodplain ordinances must meet the requirements set out by State law and may only be granted if: 1) Good and sufficient cause and exceptional non-financial hardship exist; 2) the variance will not result in additional threats to public safety, extraordinary public expense, or fraud of the public; and 3) the variance is the minimum action necessary to afford relief.

N. Abrogation and Greater Restriction

The floodplain management regulations found in this Floodplain Overlay District shall take precedence over any less restrictive conflicting Zoning Ordinance provision.

O. Disclaimer of Liability

The degree of flood protection required by this ordinance is considered reasonable but does not imply total flood protection. Nothing contained herein or any act taken or not taken relative too this bylaw shall be construed to be a specific assurance of safety or assistance.

P. Severability

If any section, provision, or portion of this ordinance is deemed to be unconstitutional or invalid by a court, the remainder of the ordinance shall be effective.

Q. Definitions

AREA OF SPECIAL FLOOD HAZARD — means the land in the floodplain within a community subject to a 1% or greater chance of flooding in any given year. The area may be designated as Zone A, AO, AH, A1-30, AE, A99, V1-30, VE or V.

BASE FLOOD — means the flood having a 1% chance of being equaled or exceeded in any given year.

COASTAL HIGH HAZARD AREA — means an area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. The area is designated on a FIRM as Zone V, V1-30, VE.

DEVELOPMENT — means any man-made change to improved or unimproved real estate, including but not limited to building or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials. [US Code of Federal Regulations, Title 44, Part 59]

FLOOD INSURANCE RATE MAP (FIRM) — means an official map of a community on which FEMA has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY (FIS) — means an examination, evaluation and determination of flood hazards, and if appropriate, corresponding water surface elevations or an examination, evaluation and determination of flood-related erosion hazards.

FLOODWAY — means the channel of the river, creek or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. [International Building Code, Chapter 2, Section 202]

FUNCTIONALLY DEPENDENT USE — means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities. [US Code of Federal Regulations, Title 44, Part 59] Also [Referenced Standard ASCE 24-14]

HIGHEST ADJACENT GRADE — means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure. [US Code of Federal Regulations, Title 44, Part 59]

HISTORIC STRUCTURE — means any structure that is:

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (c) preservation programs which have been approved by the Secretary of the Interior; or
- (d) Individually listed on a state inventory of historic places in states with historic preservation programs that have been certified either:
  - (1) By an approved state program as determined by the Secretary of the Interior or
  - (2) Directly by the Secretary of the Interior in states without approved programs.

[US Code of Federal Regulations, Title 44, Part 59]

NEW CONSTRUCTION — means structures for which the start of construction commenced on or after the effective date of the first floodplain management code, regulation, ordinance, or standard adopted by the authority having jurisdiction, including any subsequent improvements to such structures. *New construction includes work determined to be substantial improvement.* [Referenced Standard ASCE 24-14]

RECREATIONAL VEHICLE — means a vehicle which is:

- (a) Built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) Designed to be self-propelled or permanently towable by a light duty truck; and
- (d) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

[US Code of Federal Regulations, Title 44, Part 59]

REGULATORY FLOODWAY - see FLOODWAY.

**SPECIAL FLOOD HAZARD AREA** — means the land area subject to flood hazards and shown on a Flood Insurance Rate Map or other flood hazard map as Zone A, AE, A1-30, A99, AR, AO, AH, V, VO, VE or V1-30. [Base Code, Chapter 2, Section 202]

**START OF CONSTRUCTION** — means the date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement is within 180 days after the date of issuance. The actual start of construction means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of a slab or footings, installation of pilings or construction of columns.

Permanent construction does not include land preparation (such as clearing, excavation, grading or filling), the installation of streets or walkways, excavation for a basement, footings, piers or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main building. For a substantial improvement, the actual “start of construction” means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Base Code, Chapter 2, Section 202]

**STRUCTURE** — means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a building, other than a gas or liquid storage tank that is principally above ground and affixed to a permanent site, as well as a manufactured home on foundation. For the latter purpose, the term includes a building while in the course of construction, alteration or repair, but does not include building materials or supplies intended for use in such construction alteration or repair, unless such materials or supplies are within an enclosed building on the premises.

**SUBSTANTIAL DAMAGE** — means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

**SUBSTANTIAL IMPROVEMENT** — means any repair, reconstruction, rehabilitation, addition or improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the Building Commissioner and that are the minimum necessary to assure safe living conditions.
2. Any alteration of a historic structure provided that the alteration will not preclude the structure’s continued designation as a historic structure. [Base Code Section 1612.2]

**SUBSTANTIAL REPAIR OF A FOUNDATION** — means when work to repair or replace a foundation results in the repair or replacement of a portion of the foundation with a perimeter along the base of the foundation that equals or exceeds 50% of the perimeter of the base of the foundation measured in linear feet, or repair or replacement of 50% of the piles, columns or piers of a pile, column or pier supported foundation, the Building Commissioner shall determine it to be substantial repair of a foundation. Applications determined by the Building Commissioner to constitute substantial repair of a foundation shall require all existing portions of the entire building or structure to meet the requirements of 780 CMR. [As amended by MA in 9th Edition BC]

**VARIANCE** — means a grant of relief by a community from the terms of a flood plain management regulation. [US Code of Federal Regulations, Title 44, Part 59]

**VIOLATION** — means the failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in §60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided. [US Code of Federal Regulations, Title 44, Part 59]

**ZONE AE** — means area of special flood hazard with water surface elevations determined.

**ZONE AO** — means area of special flood hazards having shallow water depths and/or unpredictable flow paths between (1) and (3) ft. (Velocity flow may be evident; such flooding is characterized by ponding or sheet flow.)

**ZONE VE** — means area of special flood hazards, with water surface elevations determined and with velocity, that is inundated by tidal floods (coastal high hazard area).

*A variance from this FP Bylaw must meet the requirements set out by State law and may only be granted if a good and sufficient cause and exceptional non-financial hardship exist; 2) the variance will not result in additional threats to public safety, extraordinary public expense, or fraud or victimization of the public; and 3) the variance is the minimum action necessary to afford relief.*

or take any other action relative thereto. (Inserted by the Building Commissioner and the Director of Climate Adaptation and Conservation)

**RECOMMENDATION ON ARTICLE 31: FAVORABLE ACTION:** *This Article will amend the Zoning Bylaws to establish a Floodplain Overlay District Bylaw mapping special flood hazard areas as designated by FEMA for the administration of the National Flood Insurance Program, effective date July 3, 2024. The Town has been very proactive in managing local flood maps and the Town's relationship with FEMA to maintain costs and coverage of flood insurance for the citizens of the Town. This Article is a continuation of that effort. While establishing a Floodplain Overlay District is not mandatory, it will be required to qualify for the National Flood Insurance Program. This requirement makes such a district Bylaw imperative for the continued safety and affordability of our Town. The Advisory Board supports this Bylaw as necessary to continue to protect the residents of Hull against future flooding impacts. (Unanimous)*

**Article 32-A Marijuana Zoning Bylaw Amendment:** To see if the Town will amend the Zoning Bylaw §410-3.13 Marijuana Overlay District in order to limit marijuana establishments to retail only, limit the number of retailers to two (2) by special permit, and to add language to further regulate Marijuana Retail Establishments and Medical Marijuana Treatment Centers by Special Permit; and have Town Clerk renumber sections and subsections as necessary, as follows:

(~~Strikeout~~ language is proposed to be removed / underlined language is proposed to be included)

#### **§410-3.13 Marijuana Overlay District.**

All marijuana related uses (medical and/or recreational) are prohibited outside the boundaries of the Marijuana Overlay District.

- A. **Purpose.** The purpose of the Marijuana Overlay District (MOD) is to provide for the placement and regulation of Marijuana related uses as authorized pursuant to State regulations with a goal of minimizing potential adverse impacts on adjacent property owners, neighborhoods, and the Town in general.
- B. **Definitions.**

#### **MARIJUANA ESTABLISHMENT**

A marijuana cultivator, independent testing laboratory, marijuana product manufacturer, ~~marijuana retailer~~ or any other type of licensed marijuana related business. Does not include Registered Marijuana Dispensaries Medical Marijuana Treatment Centers

or Marijuana Retail Establishments.

To the extent required the following prohibition may be subject to a Referendum.

**Prohibition:** Consistent with G.L. c. 94G, §3(a)(2), all types of “Marijuana Establishments” as that term is defined in G.L. c. 94G, §1 and 935 CMR 500, including, marijuana cultivators, craft marijuana cooperatives, marijuana product manufacturers, independent testing laboratories, marijuana transporters or any other type of licensed marijuana-related businesses, shall be prohibited within the Town of Hull; provided however, that this prohibition shall not apply to Marijuana Retail Establishments as defined in §410-3.13 of the Zoning Bylaw.

This prohibition shall also not apply to the sale, distribution, or cultivation of marijuana for medical purposes by a “Medical Marijuana Treatment Center” as defined in §410-3.13 of the Zoning Bylaw.

### **MARIJUANA RETAIL ESTABLISHMENT**

An entity licensed to purchase, repackage, white label, and transport marijuana or marijuana product from marijuana establishments, and to transfer this product to marijuana establishments and to sell to consumers.

**Maximum Retail Establishments:** The number of Marijuana Retail Establishments permitted to be located within the Town of Hull shall not exceed two (2).

### **MARIJUANA PRODUCT**

Products that have been manufactured and contain marijuana or an extract from marijuana, including concentrated forms of marijuana and products composed of marijuana and other ingredients that are intended for use of consumption, including edible products, beverages, topical products, ointments, oils and tinctures.

### **REGISTERED MARIJUANA DISPENSARIES**

~~Entity and facility registered under 105 CMR 725.100 that acquires, cultivates, possesses, processes, transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to registered-qualifying patients or their personal caregivers.~~

### **MEDICAL MARIJUANA TREATMENT CENTER (MTC)**

Formerly known as a Registered Marijuana Dispensary (RMD), means an entity licensed under 935 CMR 501.101 that acquires, cultivates, possesses, Processes (including development of related products such as Edibles, MIPs, Tinctures, aerosols, oils, or ointments), Repackages, transports, sells, distributes, delivers, dispenses, or administers Marijuana, products containing Marijuana, related supplies, or educational materials to Registered Qualifying Patients or their Personal Caregivers for medical use. Unless otherwise specified, MTC refers to the site(s) of dispensing, cultivation, and preparation of Marijuana for medical use.

#### **C. Authority and Establishment**

- (1) The Planning Board shall be the Special Permit and Site Plan Review Granting Authority for uses in the MOD.
- (2) The boundaries of the MOD are shown on the Town of Hull Zoning Map on file with the Town Clerk.

- (3) Within the MOD all requirements of the underlying districts remain in effect, except where these regulations provide an alternative to such requirements. If the provisions of the MOD are silent on a zoning regulation, the requirements of the underlying district shall apply. If the provisions of the MOD conflict with the requirements of the underlying district, then the provisions of the MOD shall control.
- D. Special Permit and Site Plan Review Administration and Procedures
- (1) All proposals for any marijuana related facility within the MOD are required to obtain both Special Permit and Site Plan Review approval.
  - (2) Special Permit and Site Plan Applicants for Medical Marijuana Treatment Centers ~~Registered Marijuana Dispensaries~~; see Subsection F.
  - (3) Special Permit and Site Plan Applicants for Marijuana Retail Establishments see Subsection G.
  - (4) The Planning Board shall act as Special Permit and Site Plan Review Granting Authority for the MOD, following the procedures for Special Permits specified in **§410-3.5A(2)(a)[4], [5], [6], [9], [12], [13], [14], [15], [16] and [17]** of this Zoning Bylaw and Site Plan Review under **§410-4.1**.
- E. Severability. If any provision of this by-law shall be found invalid for any reason, such invalidity shall be construed as narrowly as possible, and the balance of the Section shall be deemed to be amended to the minimum extent necessary, so as to secure the purposes thereof, as set forth in Subsection A hereof.
- F. **MEDICAL MARIJUANA TREATMENT CENTERS (MTC) REGISTERED MARIJUANA DISPENSARIES (MEDICAL MARIJUANA)**. Applicants seeking approval to operate an MTC ~~Registered Marijuana Dispensaries (RMD)~~ within the MOD shall proceed under the following regulations:
- (1) Use Regulations. ~~Registered Marijuana Dispensaries~~ MTCs are allowed only within the set boundaries of the MOD.
  - (2) Host Agreement. Prior to application with the Planning Board applicants shall ~~negotiate~~ execute a host agreement or host agreement waiver with the Select Board.
  - (3) Application. In addition to the materials required under **§410-3.5A(2)** of the Zoning By-Law, the application for a Special Permit ~~RMD~~ MTC shall include:
    - (a) Disclosure Statement - A notarized statement signed by the organization's Chief Executive Officer and corporate attorney disclosing all of its designated representatives, including officers and directors, shareholders, partners, members, managers, directors, officers or other similarly-situated individuals and entities and their addresses. If any of the above are entities rather than persons, the Applicant must disclose the identity of all such responsible individual persons for such entity.
    - (b) Description of Activities - A narrative describing the type and scale of all activities that will take place on the proposed site, including, but not limited to on-site sales of marijuana or marijuana infused products, off-site deliveries, distribution of educational materials, and other programs or activities.

- (c) Floor Plans - A floor plan of the premises of the proposed ~~RMD~~ MTC that identifies the square footage available and describes the functional areas of the ~~RMD~~ MTC.
  - (d) Site Plans - A plan or plans depicting all proposed development on the property as required under §410-4.1 of this bylaw.
  - (e) Service Area - A map and narrative describing the area proposed to be served by the ~~RMD~~ MTC and the anticipated number of clients that will be served within that area. This description shall indicate where any other ~~RMD~~ MTC exists or have been proposed within the expected service area.
  - (f) Transportation and Parking Analysis - A quantitative analysis, prepared by a qualified transportation specialist acceptable to the Planning Board, modeling the expected origin and frequency of client and employee trips to the site, the expected modes of transportation used by clients and employees, and the frequency and scale of deliveries to and from the site.
  - (g) Context Map - A map depicting all lots and land uses within a 500-foot radius of the premises.
  - (h) Building Elevations and Signage - Architectural drawings of all exterior building facades and all proposed signage, specifying materials and colors to be used.
  - (i) Registration Materials: ~~RMD~~ MTC shall be registered by the Massachusetts ~~Department of Public Health (DPH)~~ Cannabis Control Commission and copies of the application materials issued for the purpose of seeking registration included in the application to the Town.
  - (j) Letters from the Police and Fire Departments indicating that they have reviewed the application materials and ~~approve~~ for the safety and security measures of the ~~RMD~~ MTC.
  - (k) Executed host agreement or host community agreement waiver.
- (4) Dimensional Regulations. Dimensional Regulations are governed by the underlying zoning or applicable overlay district.
- (5) Special Permit Criteria. In granting a Special Permit for a ~~RMD~~ MTC, in addition to the general criteria for issuance of a Special Permit as set forth in §410-3.5A(2) of this Zoning By-Law, the Planning Board shall find that the following criteria are met:
- (a) The building or buildings in which ~~RMD~~ MTC activities take place shall not be located within, on the same lot as, or on a lot adjacent to a licensed pharmacy or within buildings that contain any pharmacy, medical doctor offices or the offices of any other professional practitioner authorized to prescribe the use of medical marijuana, which exist as of the effective date of this amendment to the Zoning By-Law.
  - (b) The ~~RMD~~ MTC shall establish policies and procedures to ensure that no marijuana is smoked, eaten or otherwise consumed or ingested on the Premises.

- (c) The hours of operation shall be set by the Planning Board, but in no event shall a RMD MTC be open to the public, nor shall any sale or other distribution of marijuana occur upon the Premises or via delivery from the Premises, between the hours of 8:00 p.m. and 8:00 a.m.
  - (d) The RMD MTC meets all of the permitting requirements of all applicable agencies within the Commonwealth of Massachusetts and will be in compliance with all applicable state laws and regulations.
  - (e) The MTC Premises have been shall be designed to be compatible with other buildings in the area and to mitigate any adverse visual or design impacts that might result from required security measures and restrictions on visibility into the building's interior.
  - (f) The RMD MTC provides a secure indoor waiting area for individuals and clients.
  - (g) The site is designed such that it provides convenient, safe and secure access and egress for clients and employees arriving to and leaving from the site using all modes of transportation, including drivers, pedestrians, bicyclists and public transportation users.
  - (h) Traffic generated by client trips, employee trips, deliveries to and from the RMD MTC, and parking and queuing especially during peak periods at the RMD MTC, shall not create a substantial adverse impact on nearby uses.
  - (i) Buffer Zone: An RMD MTC or Marijuana Establishment shall not be sited within a radius of 500 feet of an existing, licensed daycare center; a school or a playground dedicated to the primary use by or for children; a facility where the primary use is a video arcade; or the Paragon Carousel. The 500-foot distance shall be measured in a straight line from the nearest point of that portion of a lot dedicated to the use of any of the activities (e.g., Marijuana Establishment, school, playground, etc.), so, by way of example and not limitation, if the Marijuana Establishment is located in a multi-tenanted building and a playground is located in or on a portion of a larger lot, the line would be measured from the closest exterior portion of the Marijuana Establishment premises to the nearest point of the portion of the lot used for playground purposes. The buffer zone distance of 500 feet shall be measured in a straight line from the geometric center of the RMD MTC Marijuana Establishment Entrance to the geometric center of the nearest applicable Entrance, unless there is an Impassable Barrier (as that term is defined by 935 CMR 500.002) within those 500 feet; in these cases, the buffer zone distance shall be measured along the center of the shortest publicly-accessible pedestrian travel path from the geometric center of the Marijuana Retail Establishment RMD MTC Entrance to the geometric center of the nearest applicable Entrance.
- (6) Special Permit Conditions. The Planning Board shall impose conditions reasonably appropriate to improve site design, traffic flow, public safety, air quality, and preserve the character of the surrounding area and otherwise serve the purpose of this Section. In addition to any specific conditions applicable to the Applicant's RMD MTC, the Planning Board shall include the following conditions in any Special Permit granted under this Section:
- (a) Hours of Operation, including dispatch of home deliveries.



- (b) ~~The Special Permit shall be limited to the current Applicant and shall lapse if the permit holder ceases operating the RMD.~~
- (c) The Special Permit shall lapse upon the expiration or termination of the Applicant's registration by ~~DPH~~CCC.
- (d) The permit holder shall provide to the Building Commissioner, Police and Fire Departments, and the Board of Health, the name, telephone number and electronic mail address of a contact person in the event that such person needs to be contacted after regular business hours to address an urgent issue. Such contact information shall be kept updated by the permit holder.
- (e) The designated contact person(s) shall notify in writing the Police and Fire Departments, Building Commissioner, Board of Health, and the Planning Board within a minimum 12 hours following a violation, a potential violation, or any attempts to violate any applicable law, or any criminal, potential criminal, or attempted criminal activities as a ~~RMD~~ MTC permitted under this Section.
- (f) The designated representatives shall file an annual report (annually from the issuance of a Certificate of Occupancy) with the Office of Community Development providing a copy of all current applicable state licenses for the ~~RMD~~ MTC and to demonstrate continued compliance with the conditions of the Special Permit.
- (g) ~~A Marijuana Establishment~~ An MTC licensed after July 1, 2017 shall not convert to a Marijuana Retail Establishment without following the Special Permit and Site Plan Review procedures outlined in Subsection H ~~§410-3.13.G~~.
- (h) If the Planning Board determines that the provided parking is not adequate to address the observed demand after operations have commenced the applicant agrees to meet with the Planning Board to explore options and make best efforts to resolve the issue.

#### **G. MARIJUANA RETAIL ESTABLISHMENTS (RECREATIONAL MARIJUANA)**

~~The Planning Board may grant a special permit to a Marijuana Establishment and/or an applicant for a standalone adult use retail license to authorize adult use retail sales, subject to execution of a new Host Community Agreement, submission of new applications for site plan approval and special permit satisfying all of the requirements of Section 410-3.13H.~~

#### ~~§410-3.13.H~~

Applicants seeking approval to operate a Marijuana Retail Establishment, ~~which definition specifically includes a Marijuana Retailer, as both are defined in Chapter 309-2,~~ within the MOD shall proceed under the following regulations:

- (1) Use Regulations. Marijuana Retail Establishments are allowed only within the set boundaries of the MOD pursuant to a Special Permit and Site Plan Approval. The Planning Board shall be the Special Permit Granting Authority.
- (2) Host Community Agreement or Host Community Agreement Waiver. Prior to submitting an application with the Planning Board, applicants shall ~~negotiate~~

execute a host community agreement or host community agreement waiver with the Board of Selectmen Select Board.

- (3) Application. In addition to the materials required under §410-3.5A(2) of the Zoning By-Law, the application for a Special Permit for a Marijuana Retail Establishment shall include:
- (a) Disclosure Statement - A notarized statement signed by the organization's Chief Executive Officer and corporate attorney disclosing all of its designated representatives, including officers and directors, shareholders, partners, members, managers, directors, officers or other similarly-situated individuals and entities and their addresses. If any of the above are entities rather than persons, the Applicant must disclose the identity of all such responsible individual persons for such entity.
  - (b) Description of Activities - A narrative describing the type and scale of all activities that will take place on the proposed site, including, but not limited to on-site sales of marijuana or marijuana infused products, off-site deliveries, distribution of educational materials, and other programs or activities.
  - (c) Floor Plans - A floor plan of the premises of the proposed Marijuana Retail Establishment that identifies the square footage available and describes the functional areas of the Marijuana Retail Establishment.
  - (d) Site Plans – A plan or plans depicting all proposed development on the property as required under §410-4.1 of this bylaw.
  - (e) ~~15~~ Service Area- A map and narrative describing the area proposed to be served by the Marijuana Retail Establishment and the anticipated number of clients that will be served within that area. This description shall indicate where any other Marijuana Retail Establishment exists or have been proposed within the expected service area.
  - (f) Transportation and Parking Analysis – A quantitative analysis, prepared by a qualified transportation specialist acceptable to the Planning Board, modeling the expected origin and frequency of client and employee trips to the site, the expected modes of transportation used by clients and employees, and the frequency and scale of deliveries to and from the site.
  - (g) Context Map – A map depicting all lots and land uses within a 500 feet and any marijuana related land uses within a 2500-foot radius of the premises.
  - (h) Building Elevations and ~~Signage~~ – Architectural drawings of all exterior building facades ~~and all proposed signage~~, specifying dimensions, materials and colors to be used.
  - (i) Licensure Materials – Marijuana Retail Establishments shall be licensed by the Cannabis Control Commission ~~and copies of the application materials issued for the purpose of seeking licensure included in the application to the Town.~~ A Marijuana Retail Establishment's Cannabis Control Commission application shall be included in the application to the Town. A statement outlining how the proposed project complies with the Cannabis Control Commission's regulations and process for approval shall be included.
  - (j) Letters from the Police and Fire Departments indicating that they have reviewed the application materials ~~and approve for~~ the safety and security measures of the Marijuana Retail Establishment.
  - (k) Executed host community agreement or host community agreement waiver.
  - (l) Signage - Drawings of all proposed signage specifying location, illumination, dimensions, materials and colors to be used and details of sign construction.

- (4) Dimensional Regulations. Dimensional Regulations are governed by the underlying zoning or applicable overlay district.
- (5) Special Permit Criteria. In granting a Special Permit for a Marijuana Retail Establishment, in addition to the general criteria for issuance of a Special Permit as set forth in §410-3.5A(2) of this Zoning By-law, the Planning Board shall find that the following criteria are met:
  - (a) The building or buildings in which Marijuana Retail Establishment activities take place shall not be located within, on the same lot as, or on a lot adjacent to a licensed pharmacy or within buildings that contain any pharmacy, medical doctor offices or the offices of any other professional practitioner authorized to prescribe the use of medical marijuana, which exist as of the effective date of this amendment to the Zoning By-Law. This shall not prohibit a Marijuana Retail Establishment from collocating with a MTC.
  - (b) The Marijuana Retail Establishment shall establish policies and procedures to ensure that no marijuana is smoked, eaten or otherwise consumed or ingested on the Premises.
  - (c) The hours of operation shall be set by the Planning Board, but in no event shall a Marijuana Retail Establishment be open to the public, nor shall any sale or other distribution of marijuana occur upon the Premises or via delivery from the premises, between the hours of 8:00 p.m. and 8:00 a.m.
  - (d) The Marijuana Retail Establishment meets all of the permitting requirements of all applicable agencies within the Commonwealth of Massachusetts and will be in compliance with all applicable state and local laws and regulations.
  - (e) ~~The Premises Marijuana Retail Establishment~~ have has been designed to be compatible with other buildings in the area and to mitigate any adverse visual or design impacts that might result from required security measures and restrictions on visibility into the building's interior.
  - (f) ~~The 46~~ Marijuana Retail Establishment provides a secure indoor waiting area for individuals and clients.
  - (g) Site is designed such that it provides convenient, safe and secure access and egress for clients and employees arriving to and leaving from the site using all modes of transportation, including drivers, pedestrians, bicyclists and public transportation users.
  - (h) Traffic generated by client trips, employee trips, deliveries to and from the Marijuana Retail Establishment, and parking and queuing especially during peak periods at the Marijuana Retail Establishment, shall not create a substantial adverse impact on nearby uses.
  - (i) Buffer Zones:
    - [1] A Marijuana Retail Establishment Entrance may not be closer than 500 feet from the nearest ~~School~~ Entrance (as that term is defined by 953 CMR 500.002) of any schools (k-12), daycares centers, video arcades, the Paragon Carousel and playgrounds dedicated for the use of children. ~~(a)~~ The buffer zone distance of 500 feet shall be measured in a straight line from the geometric center of the Marijuana Establishment Entrance to the geometric center of the nearest ~~School~~ applicable Entrance, unless there is an Impassable Barrier (as that term is defined by 935 CMR 500.002) within those 500 feet; in these cases, the buffer zone distance shall be measured

along the center of the shortest publicly-accessible pedestrian travel path from the geometric center of the Marijuana Retail Establishment Entrance to the geometric center of the nearest School applicable Entrance.

[2] A Marijuana Retail Establishment shall be a minimum distance of 2,500 feet from the location of another Marijuana Retail Establishment or MTC, measured from the two closest points on the lots where these establishments are to be located. This is not meant to prohibit a single facility from containing both a Marijuana Retail Establishment and an MTC.

- (j) Marijuana Retail Establishments shall be located only in a permanent, enclosed building and not within any mobile facility. All sales shall be conducted either within the building or by home delivery pursuant to applicable state regulations. There shall be no “drive through windows” or openings of any kind allowing the purchase of marijuana or marijuana products to consumers outside of an enclosed structure.
- (k) Signage/Lighting. Marijuana Retail Establishments shall conform to the signage requirements of §410-7.1 of the Zoning Bylaw. The Planning Board may impose additional restrictions on signage, as appropriate, to mitigate any aesthetic impacts.

- (6) Special Permit Conditions. The Planning Board shall impose conditions reasonably appropriate to improve site design, traffic flow, public safety, air quality, and to preserve the character of the surrounding area and otherwise serve the purpose of this Section. In addition to any specific conditions applicable to the Applicant's Marijuana Retail Establishment, the Planning Board shall include the following conditions in any Special Permit granted under this Section:
  - (a) Hours of Operation, including dispatch of home deliveries.
  - (b) ~~Special Permit shall be limited to the current Applicant and shall lapse if the permit holder ceases operating the Marijuana Establishment.~~
  - (c) Special Permit shall lapse upon the expiration or termination of the Applicant's license by the Cannabis Control Commission.
  - (d) The Permit holder shall provide to the Building Commissioner, Police and Fire Departments, Town Manager, Select Board, and the Board of Health, the name, telephone number and electronic mail address of a contact person in the event that such person needs to be contacted after regular business hours to address an urgent issue. Such contact information shall be kept updated by the permit holder.
  - (e) The permit holder shall notify the Town Manager, Select Board, Zoning Enforcement Officer and Planning Board in writing within 48 hours of the cessation of operation of the Marijuana Retail Establishment's expiration or termination of the permit holder's license with the Cannabis Control Commission.
  - (f) The designated contact person(s) shall notify in writing the Police and Fire Departments, Town Manager, Select Board, Building Commissioner, Board of Health, and the Planning Board within a minimum 12 hours following a violation, a potential violation, or any attempts to violate any applicable law, or any criminal, potential criminal, or attempted criminal activities as a Marijuana Retail Establishment permitted under this Section.

- (g) The designated representatives shall file an annual report (annually from the issuance of a Certificate of Occupancy) with the Office of Community Development and Planning providing a copy of all current applicable state licenses for the 47 Marijuana Retail Establishment and to demonstrate continued compliance with the conditions of Special Permit.
- (h) If Planning Board determines that provided parking is not adequate to address observed demand after operations have commenced the applicant agrees to meet with the Planning Board to explore options and make best efforts to resolve the issue.
- (i) No marijuana shall be smoked, eaten or otherwise consumed or ingested on the premises.
- (j) The Marijuana Retail Establishment operations shall not create nuisance conditions in parking areas, sidewalks, streets and areas surrounding its premises and adjacent properties. "Nuisance" includes, but is not limited to, disturbances of the peace, open public consumption of marijuana, excessive pedestrian or vehicular traffic, odors emanating from the Marijuana Retail Establishment's premises, electrical lighting, illegal drug activity under State or local law, harassment of passersby, excessive littering, excessive loitering, illegal parking, excessive loud noises, excessive citation for violations of State traffic laws and regulations and/or Transportation Division Rules and Regulations, queuing of patrons (vehicular or pedestrian) in or other obstructions of the public way (sidewalks and streets), collisions between vehicles, bicyclists, and pedestrians, lewd conduct or police detentions and arrests.
- (k) Any Marijuana Retail Establishment that the Special Permit Granting Authority determines has become a nuisance for any reason may be found in violation of the Special Permit.

or take any other action relative thereto.

**Article 32-B Marijuana General Bylaw Amendment :** To see if the Town will amend the General By-law §309 Marijuana Establishments in order to update §309-2 Definitions, §309-3 Marijuana Retail Establishment Cap, §309-4 General Requirements, and amend specific terms throughout the bylaw as follows:

(~~Strikeout~~ language is proposed to be removed / underlined language is proposed to be included)

### **§309 Marijuana Establishments Uses**

***Throughout §309 except in §309-2 Definitions, the following terms shall be substituted:***

"Marijuana Establishment" substituted with "Marijuana Retail Establishment or MTC"

"Marijuana Establishments" substituted with "Marijuana Retail Establishments or MTCs"

### **§309-2 Definitions.**

See G.L. c. 94G, §1, and G.L. c. 94I, §1, and the regulations promulgated thereunder by the Commonwealth of Massachusetts, for definitions of applicable terms. This section specifically adopts the following definitions consistent with G.L. c. 94G, §1, and 935 CMR 500, as they may be amended:

### **CCC**

The Massachusetts Cannabis Control Commission, or its successor.

## **MARIJUANA**

All parts of any plant of the genus Cannabis, not excepted below and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin, including tetrahydrocannabinol as defined in section 1 of chapter 94C; provided, however, that "marijuana" shall not include (1) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt derivative, mixture or preparation of the mature stalks, fiber, oil or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination; (2) hemp; or (3) the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink or other products. Marijuana also includes marijuana products except where the context clearly indicates otherwise.

## **MARIJUANA CULTIVATOR**

~~An entity licensed by the CCC to cultivate, process, and package marijuana, to deliver marijuana to marijuana establishments and to transfer marijuana to other marijuana establishments, but not to consumers.~~

## **MARIJUANA ESTABLISHMENT**

~~A marijuana retailer, marijuana product manufacturer, marijuana cultivator, independent testing laboratory, standards laboratory, marijuana research facility, marijuana transporter, marijuana micro-business, or any other type of marijuana-related business that has been duly licensed by the CCC.~~

A marijuana cultivator, independent testing laboratory, marijuana product manufacturer, or any other type of licensed marijuana related business. Does not include Medical Marijuana Treatment Centers (MTC) or Marijuana Retail Establishments.

## **MARIJUANA ESTABLISHMENT AGENT**

A board member, director, employee, executive, manager, or volunteer of a Marijuana Establishment, who is 21 years of age or older. "Employee" includes a consultant who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

## **MARIJUANA INDEPENDENT TESTING LABORATORY**

~~An entity licensed by the CCC to test marijuana and marijuana products consistent with G.L. c. 94G, including certification for potency and the presence of contaminants.~~

## **MARIJUANA MICRO-BUSINESS**

~~A Marijuana Establishment licensed by the CCC to act as a co-located licensed Marijuana Cultivator in an area less than 5,000 square feet, a licensed Marijuana Product Manufacturer, and a licensed Marijuana Delivery Service in compliance with operating procedures for each such license.~~

## **MARIJUANA PRODUCT MANUFACTURER**

~~An entity licensed by the Commonwealth to obtain, manufacture, process and package marijuana and marijuana products, to deliver marijuana and marijuana products to marijuana establishments and to transfer marijuana and marijuana products to other marijuana establishments, but not to consumers.~~

## **MARIJUANA PRODUCTS**

Products that have been manufactured and contain marijuana or an extract from marijuana, including concentrated forms of marijuana and products composed of marijuana and other ingredients that are intended for use or consumption, including edible products, beverages,

topical products, ointments, oils and tinctures.

#### **MARIJUANA RESEARCH FACILITY**

~~An entity licensed by the CCC to engage in research projects, including cultivation, purchase or acquisition otherwise of marijuana for the purpose of conducting research regarding marijuana and marijuana products. A marijuana research facility may be academic institutions, nonprofit corporations and domestic corporations or entities authorized to do business in Massachusetts. A marijuana research facility may hold a CCC marijuana retailer license to sell marijuana and marijuana products.~~

#### **MARIJUANA RETAILER ESTABLISHMENT**

~~An entity licensed by the commonwealth to purchase and deliver marijuana and marijuana products from marijuana establishments and to deliver, sell or otherwise transfer marijuana and marijuana products to marijuana establishments and to consumers.—~~

An entity licensed to purchase, repackage, white label, and transport marijuana or marijuana product from marijuana establishments, and to transfer this product to marijuana establishments and to sell to consumers.

#### **MARIJUANA SOCIAL CONSUMPTION OPERATOR**

A Marijuana Retailer licensed by the Massachusetts Cannabis Control Commission to purchase marijuana and marijuana products from marijuana establishments and to sell marijuana and marijuana products on its premises only to consumers or allows consumers to consume marijuana and marijuana products on its premises only.

#### **~~MARIJUANA TRANSPORTER~~**

~~An entity, not otherwise licensed by the CCC, that is licensed by the CCC to purchase, obtain and possess marijuana and marijuana products solely for the purpose of transporting, temporary storage, sale and distribution to marijuana establishments, not for sale to consumers.~~

#### **MEDICAL MARIJUANA TREATMENT CENTER (MTC)**

A not-for-profit entity Medical Marijuana Treatment Center registered under 105 CMR 725.100, also known as a Registered Marijuana Dispensary (RMD), that acquires, cultivates, possesses, processes (including development of related products such as edible marijuana-infused products, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers for medical use. Unless otherwise specified, RMD refers to the site(s) of dispensing, cultivation, and preparation of marijuana for medical use.

#### **STANDARDS LABORATORY**

~~A laboratory meeting the requirements of the independent testing laboratory that is licensed by the Massachusetts Cannabis Control Commission as a standards laboratory to ensure consistent and compliant testing by the independent testing laboratories.~~

#### **§309-3 Cap on the number of ~~marijuana retailers~~ Marijuana Retail Establishments**

The number of ~~permits~~ licenses issued pursuant to this section to ~~marijuana retailers~~ Marijuana Retail Establishments shall not exceed two.

#### **§309-4 General requirements for marijuana establishments.**

- B. Operational Requirements
  - (1) General

- (a) With the exception of medical marijuana cultivation conducted pursuant to a special permit issued under the Town's zoning by-law and this general bylaw, all ~~marijuana establishments'~~ Marijuana Retail Establishments or MTCs licensed operations shall be conducted within a building or structure.

or take any other action relative thereto.

**RECOMMENDATION ON ARTICLE 32A & 32B: FAVORABLE ACTION:** *This Article seeks to amend previous Bylaws approved at prior Town Meetings. The Commonwealth's Attorney General has identified procedural issues with these changes and the possibility of misinterpretation of voter intent. The amended Bylaw as written does allow two (2) "Marijuana Retail Establishments" voted on at Special Town Meeting 2023. The language in the Bylaw has been changed to ban cultivating, testing, and manufacturing or any other activity as defined under "Marijuana Establishments." The amended Bylaw as written also has updated zoning language and more modern terms and definitions that have changed over the last several years. Favorable action on this article will allow the Town to move forward with the Article that was passed at Special Town Meeting 2023 as it was intended. (Unanimous)*

**ARTICLE 33:** To see if the Town will authorize the Select Board to acquire by gift, purchase, eminent domain or otherwise the property known as "Beach Avenue" fifty (50) feet in width or an interest therein or a portion thereof, abutting easterly along the properties located at Assessors Parcels 19-050 (169 Beach Avenue); 25-077 (33 Malta Street); 27-012 (31 Beach Avenue) for general municipal purposes, and for all purposes and uses accessory thereto, including but not limited to construct, repair, maintain and improve a road, utilities, dune, and infrastructure system, to protect persons and property, to provide protection from storms or sea level rise, to enable and facilitate public and municipal access to and use of the beach; and to accomplish same raise and appropriate and/or appropriate and/or transfer from available funds or borrow a sum of money; and to authorize the Town the Town to enter into agreements for said projects and purposes, or take any other action relative thereto. Nothing contained in this article or any action there under shall be construed to indicate that the Town does not already own or have sufficient interests in the property. Any action taken under this article is intended to remove any clouds on the Town's rights and/or to establish and affirm the Town's rights, or take any other action relative thereto. (Inserted at the request of the Town Manager)

**RECOMMENDATION ON ARTICLE 33: RECOMMENDATION AT TOWN MEETING:**

*At the time this warrant had to be set for publication, the Advisory Board does not have enough information from proponents or opponents of this article to make as informed recommendation as possible. There are planned meetings still to be set before Town Meeting to discuss all our questions. (Unanimous)*

**ARTICLE 34:** Opiod Settlement Abatement Fund to the Town of Hull, Ma From the state of Massachusetts. To set forth a committee per state statute guidelines of the Opiod Abatment Fund

Direct the Selectboard to set up a committee for the Opiod Abatement Fund granted to the Town of Hull from the state of Massachusetts per the guidelines set forth by the state to comprise of people in opiod recovery ,also include first responders IE: Police and Fire pesonnel Chiefs or thier designee , Board of health agent or designee . For the best use of the funds IE: Recovery ,prevention ,collaboration between first responders and the recovery community . The money is to come out of The Opiod Abatement funds not the general funds of the town. (Citizens' Petition inserted at the request of Scott Miller and others)

**RECOMMENDATION ON ARTICLE 34: NO ACTION: Majority:** *While the Advisory Board is supportive of the proposal to include a variety of Town stakeholders in the distribution of these funds, the Advisory Board notes that Town Manager and relevant Town departments have already begun this process and the proposed Article will be duplicative of these efforts. Furthermore, the Article is not technically actionable because Town Meeting cannot compel the Select Board to take action. The Advisory Board*



*encourages the Select Board to hold community forums to collect input from residents and others affected by the opioid epidemic and to conduct regular public reporting of expenditures from the Opioid Fund.*

**Minority:** *This Article is to ask the Select Board to form a committee to advise on the Town's use of the Opioid Abatement Fund. This committee, made up of people in recovery, public health, and public safety (including the Town's first responders) will then suggest to the Select Board how to mete out the funds per the guidelines set forth by the Commonwealth. Note: this is strictly an advisory role and the Select Board will ultimately make their own decisions. The goal being that our local government along with this committee can come together with a clear vision, and strategic thinking in handling these funds. (9-1)*

**ARTICLE 35:** Current Bylaw 359-10 Deposits on street; violations and penalties. No person other than a Town agent shall place or cause to be placed on any public sidewalk, street, highway or beach or upon any of the common lands of the Town any manure, gravel, dirt, ashes, lumber, wood, buildings, carriages, boxes, barrels, stones, coal or any rubbish or other things. THIS BYLAW SHALL BE AMENDED AS BELOW:

No person, including a Town official or agent, shall place or cause to be placed on or across any public or Town-controlled sidewalk, street, path, right of way, highway or beach or upon any of the common lands of the Town (each a "Right of Way") any manure, gravel, dirt, ashes, lumber, wood (including telephone poles), buildings, carriages, boxes, barrels, stones, coal or any rubbish or other things (each an "Obstruction"): provided that a Town official or agent may place an Obstructions on or across a Right of Way so long as such placement (i) is strictly necessary to ensure public safety, (ii) is temporary (and not seasonal), and (iii) is designed to prevent all access to the Right of Way by persons or vehicles other than those strictly necessary to achieve the stated public safety objective. (Citizens' Petition inserted at the request of Kathleen Wolf and others)

**RECOMMENDATION ON ARTICLE 35: FAVORABLE ACTION:** **Majority:** *This Article attempts to resolve a disagreement with respect to the proper use of all Town-owned public access ways, including the railroad right of way that runs parallel to Nantasket Avenue between "L" and "XYZ" Streets. One application of this amendment is the placement of telephone poles across the old railroad bed right of way that creates parking channels for the residents on the railroad bed right of way but prohibits vehicular access down that road from "L" Street to "XYZ" Streets. The legacy and continuity of this action over decades has led to a presumption of right for the residents that is not supported by deed, Bylaw, or code. The Advisory Board discussion reflected sympathetic concerns for the residents who have legitimate parking concerns in the summertime versus the safety and logistics concerns of neighbors and the Town. Both the fire and police chiefs have voiced their opposition to the placement of these poles because of safety concerns and accessibility by emergency vehicles. The Advisory Board encourages the affected residents and the Town to confer with each other in finding a solution but in the meantime recommends this Article on the basis of public safety. **Minority:** A member of the Advisory Board felt strongly that this Article should have been Referred to Study. Getting all parties and the Town together in a series of community forums is the best course of action for determining the best use of the area and to develop a plan that recognizes the safety, parking, and quality of life concerns of all citizens. Proponents and Opponents each have legitimate concerns and good faith discussion will lead to compromise and agreement. (8-1)*

**ARTICLE 36:** Move that the Town/Select Board will stipulate that the Railroad Bed Right of Way, from L St. to XY St., which is unobstructed from December through April, will continue to be unobstructed throughout the year, and that the Town owned barrier at the corner of L Street and the Right of Way will be removed and replaced by a lockable gate (or chain) which can be accessed by police and fire for emergency use (as stated in the RR Bed report) and/or take any other action relative there to. (Citizens' Petition inserted at the request of Kathleen Wolf and others)

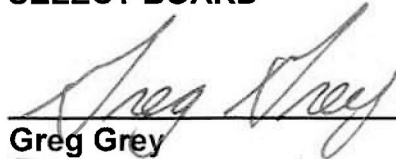
***RECOMMENDATION ON ARTICLE 36: UNFAVORABLE ACTION:*** *The Advisory Board feels that regardless of the Town Meeting outcome of Article 35, that the blocking of the L Street entrance to the railroad bed would be a safety hazard for emergency vehicles and if blocked in the manner described, invite parallel parking that would be an even greater safety hazard. The Advisory Board notes that the Article is not technically actionable because Town Meeting cannot compel the Select Board to take action. (Unanimous)*

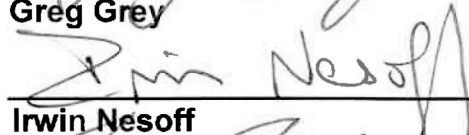
And you are hereby directed to serve this Warrant by causing attested copies thereof to be posted at the main entrance to the Municipal Building and at least three other public places in said town thirty days at least before the time of holding said meeting, as directed by vote of the town.

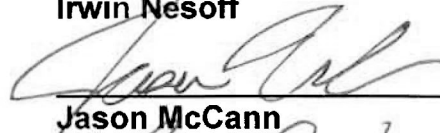
Hereof fail not and make due return of this Warrant with your doings thereof to the Town Clerk at the time and place of meeting aforesaid.

Given under our hands this 1<sup>st</sup> day of April, 2024.

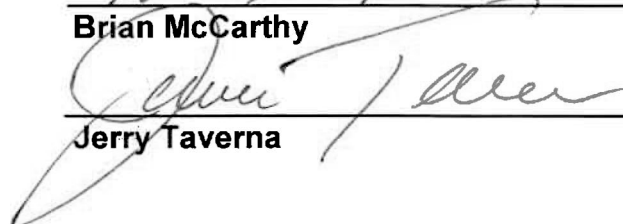
**SELECT BOARD**

  
\_\_\_\_\_  
Greg Grey

  
\_\_\_\_\_  
Irwin Nesoff

  
\_\_\_\_\_  
Jason McCann

  
\_\_\_\_\_  
Brian McCarthy

  
\_\_\_\_\_  
Jerry Taverna

Plymouth ss.

Date: 4-4-2024

By virtue of the above warrant, I have this day notified and warned as therein directed, the Inhabitants of the Town of Hull qualified to vote in elections and town affairs, to meet at the time and place for the purpose therein stated.

  
\_\_\_\_\_  
Constable, Town of Hull

**Fiscal Year 2025 Projected Revenue and Expenditures**

<b>Revenue Summary</b>	<b>FY 24</b>	<b>FY25</b>	<b>Dollar Change</b>	<b>% Change</b>
<b>Real Estate/Property Taxes</b>				
Base Tax Levy	33,751,785	35,053,190	1,301,405	3.86%
Statutory 2 1/2 Increase	843,795	876,330	32,535	3.86%
Growth in Tax Base	457,610	457,610	0	0.00%
Debt Exclusion-High School	322,950	310,700	-12,250	-3.79%
Debt Exclusion-Streets	867,794	841,444	-26,350	-3.04%
Excess Levy	0	0	0	-
<b>Maximum Allowable Tax Levy</b>	<b>\$36,243,934</b>	<b>\$37,539,274</b>	<b>\$ 1,295,340</b>	<b>3.57%</b>
<b>Intergovernmental Revenues</b>				
State Revenue Sharing	6,906,436	6,977,844	71,408	1.03%
Less Offsets	(20,481)	(20,495)	(14)	0.07%
<b>Projected Net State Aid</b>	<b>\$6,885,955</b>	<b>\$6,957,349</b>	<b>\$ 71,394</b>	<b>1.04%</b>
<b>Local Receipts</b>				
Estimated Local Receipts	4,148,407	5,048,613	900,206	21.70%
Overlay Surplus	350,000	350,000	0	0.00%
Available Funds (Free Cash)	1,400,000	1,725,000	325,000	23.21%
Available Funds (Revolving)	0	57,000	57,000	
Reserved for Appropriation	25,000	25,000	0	0.00%
High School Field Revolving	95,043	93,439	(1,604)	-1.69%
Transfer from Enterprise-ROB	453,226	449,712	(3,514)	-0.78%
<b>Total Local Receipts</b>	<b>\$6,471,676</b>	<b>\$7,748,764</b>	<b>\$ 1,277,088</b>	<b>19.73%</b>
<b>TOTAL RECEIPTS</b>	<b>\$49,601,565</b>	<b>\$52,245,387</b>	<b>\$ 2,643,822</b>	<b>5.33%</b>
<b>Expenditure Summary</b>	<b>FY 24</b>	<b>FY25</b>	<b>Dollar Change</b>	<b>% Change</b>
Operational Budget	30,145,331	31,899,235	1,753,904	5.82%
Health Insurance	6,560,329	6,777,139	216,810	3.30%
Other Insurances	1,507,682	1,851,825	344,143	22.83%
Veterans Benefits	200,000	200,000	0	0.00%
Town Wide	364,976	393,434	28,458	7.80%
Pension Total	4,373,317	4,546,879	173,562	3.97%
Debt & Interest	3,826,253	3,730,898	-95,355	-2.49%
General Reserve Fund	25,000	25,000	0	0.00%
Capital Improvements	540,000	765,000	225,000	-
<b>Total Services Costs</b>	<b>\$47,542,888</b>	<b>\$ 50,189,410</b>	<b>\$ 2,646,522</b>	<b>5.57%</b>
<b>Other Expenses</b>				
Overlay	395,000	395,000	0	0.00%
Snow & Ice Deficit	250,000	200,000	(50,000)	-20.00%
<b>Other Total:</b>	<b>\$645,000</b>	<b>\$595,000</b>	<b>\$ (50,000)</b>	<b>-7.75%</b>
<b>Intergovernmental Charges</b>				
State County Assessments	354,319	366,077	11,758	3.32%
Educational Assessments	502,858	510,575	7,717	1.53%
Regional Dispatch	556,500	584,325	27,825	5.00%
<b>Intergovernmental Total</b>	<b>\$1,413,677</b>	<b>\$1,460,977</b>	<b>\$ 47,300</b>	<b>3.35%</b>
<b>TOTAL EXPENDITURES</b>	<b>\$49,601,565</b>	<b>\$52,245,387</b>	<b>\$ 2,643,822</b>	<b>5.33%</b>
<b>NET EXCESS/(DEFICIT)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	

**Fiscal Year 2025 Projected Revenue and Expenditures  
Enterprise Funds**

<b>Revenue Summary</b>	<b>FY 24</b>	<b>FY 25</b>	<b>Dollar Change</b>	<b>Percent Change</b>
Sewer Revenue	7,191,168	7,272,006	80,838	
Sewer Available Funds	20,000	20,000	0	
Sewer Retained Earnings	0	0	0	
<b>Total Sewer Revenues</b>	<b>\$7,211,168</b>	<b>\$7,292,006</b>	<b>\$80,838</b>	<b>1.12%</b>
Cable Revenue	302,116	283,077	-19,039	
Cable Available Funds	0	0	0	
Cable Retained Earnings	0	20,000	20,000	
<b>Total Cable Revenues</b>	<b>\$302,116</b>	<b>\$303,077</b>	<b>\$961</b>	<b>0.32%</b>
Harbormaster Revenue	199,220	190,216	-9,004	
Harbor Available Funds	98,617	98,617	0	
Harbor Retained Earnings	30,000	50,000	20,000	
<b>Total Harbor Revenues</b>	<b>\$327,837</b>	<b>\$338,833</b>	<b>\$10,996</b>	<b>3.35%</b>
<b>Total Enterprise Fund Revenue</b>	<b>\$7,841,121</b>	<b>\$7,933,916</b>	<b>\$92,795</b>	<b>1.18%</b>
<b>Expenditure Summary</b>	<b>FY 24</b>	<b>FY 25</b>	<b>Dollar Change</b>	<b>Percent Change</b>
Sewer Operating Budget	4,684,465	4,823,348	138,883	
Sewer Debt and Interest	2,511,703	2,453,658	-58,045	
Sewer OPEB	15,000	15,000	0	
<b>Total Sewer Expenditures</b>	<b>\$7,211,168</b>	<b>\$7,292,006</b>	<b>\$80,838</b>	<b>1.12%</b>
Cable Operating Budget	297,116	298,077	961	
Cable Debt and Interest	0	0	0	
Cable OPEB	5,000	5,000	0	
<b>Total Cable Expenditures</b>	<b>\$302,116</b>	<b>\$303,077</b>	<b>\$961</b>	<b>0.32%</b>
Harbormaster Operating Budget	280,837	291,833	10,996	
Harbor Debt and Interest	42,000	42,000	0	
Harbor OPEB	5,000	5,000	0	
<b>Total Harbor Expenditures</b>	<b>\$327,837</b>	<b>\$338,833</b>	<b>\$10,996</b>	<b>3.35%</b>
<b>Total Enterprise Expenditures</b>	<b>\$7,841,121</b>	<b>\$7,933,916</b>	<b>\$92,795</b>	<b>1.18%</b>
<b>NET EXCESS(DEFICIT)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	

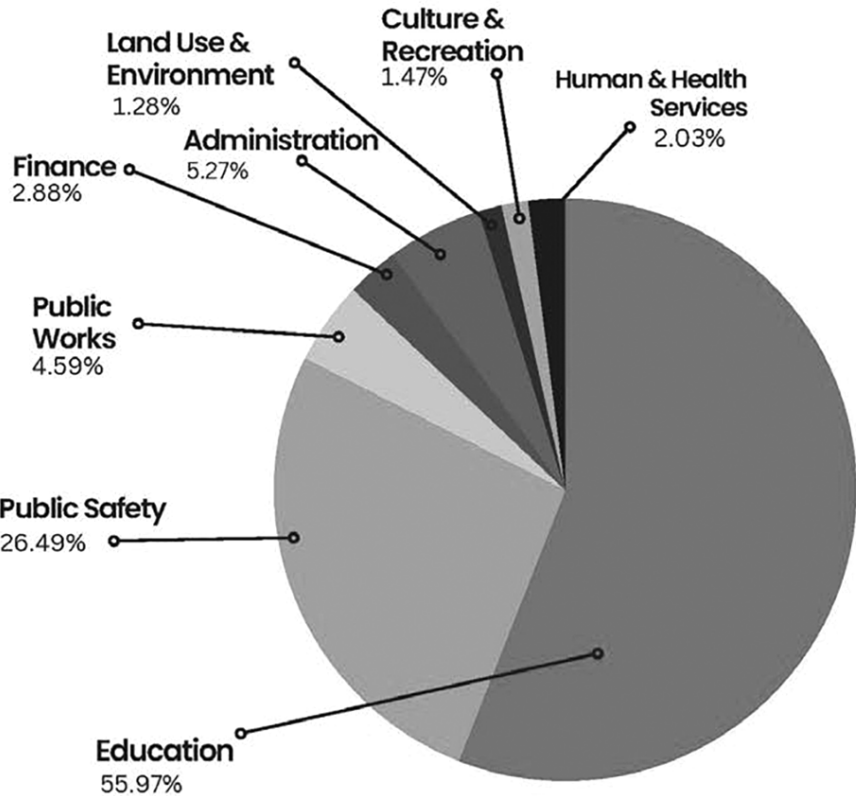
Fiscal Year 2025 Budget Worksheet						
		FY24	Town Manager	Advisory Bd.	FY24 to FY25	Percent
Department		Approp	Recommend	Recommend	Change	Change
Selectmen	122	573,173	630,714	630,714	57,541	10.04%
General Government Support	124	144,612	74,500	74,500	-70,112	-48.48%
Advisory Board	131	6,750	6,750	6,750	0	0.00%
Director of Finance	135	191,962	209,322	209,322	17,360	9.04%
Assessors	141	250,232	263,624	263,624	13,392	5.35%
Treasurer/Collector	145	401,922	446,780	446,780	44,858	11.16%
Law Department	151	147,898	300,000	300,000	152,102	102.84%
Information Technology	155	46,945	106,982	106,982	60,037	127.89%
Town Clerk	161	106,600	117,740	117,740	11,140	10.45%
Conservation	171	187,267	199,970	199,970	12,703	6.78%
Comm Dev & Planning	175	204,904	209,819	209,819	4,915	2.40%
Town Buildings	192	247,984	444,649	444,649	196,665	79.31%
Police Department	210	3,590,215	3,782,795	3,782,795	192,580	5.36%
Fire Department	220	3,928,444	4,269,257	4,269,257	340,813	8.68%
Building Department	241	278,264	313,341	313,341	35,077	12.61%
Emergency Management	291	35,885	35,885	35,885	0	0.00%
Animal Control	292	31,418	31,621	31,621	203	0.65%
Shellfish	297	15,422	17,784	17,784	2,362	15.32%
School Department	301	17,334,735	17,854,777	17,854,777	520,042	3.00%
Public Works	421	1,256,503	1,316,273	1,316,273	59,770	4.76%
Snow Removal	423	74,830	74,830	74,830	0	0.00%
Park Maintenance	496	73,235	73,935	73,935	700	0.96%
Board of Health	511	222,296	262,545	262,545	40,249	18.11%
Council on Aging	541	334,224	352,527	352,527	18,303	5.48%
Veterans Services	543	30,779	32,822	32,822	2,043	6.64%
Library	610	369,715	407,919	407,919	38,204	10.33%
Park and Recreation	650	59,117	62,074	62,074	2,957	5.00%
<b>Department Budgets</b>		<b>30,145,331</b>	<b>31,899,235</b>	<b>31,899,235</b>	<b>1,753,904</b>	<b>5.82%</b>
Self Insurances	912	232,847	248,101	248,101	15,254	6.55%
Health & Life Insurance	914	6,560,329	6,777,139	6,777,139	216,810	3.30%
Townwide Insurance	915	798,600	878,460	878,460	79,860	10.00%
Medicare Tax	916	393,826	413,517	413,517	19,691	5.00%
Veterans Benefits	543	200,000	200,000	200,000	0	0.00%
Collective Bargaining Reserve	122	0	129,338	129,338	129,338	-
Separation Pay Reserve	122	0	100,000	100,000	100,000	-
Fuel Reserve	131	82,409	82,409	82,409	0	0.00%
<b>Insurance Total</b>		<b>8,268,011</b>	<b>8,828,964</b>	<b>8,828,964</b>	<b>560,953</b>	<b>6.78%</b>
Hydrant Availability	124	284,326	291,434	291,434	7,108	2.50%
Derelict Property Services	124	4,000	4,000	4,000	0	0.00%
Audit/Consultant	124	76,650	98,000	98,000	21,350	27.85%
<b>Town Wide Total</b>		<b>364,976</b>	<b>393,434</b>	<b>393,434</b>	<b>28,458</b>	<b>7.80%</b>
Contributory	918	4,373,317	4,546,879	4,546,879	173,562	3.97%
<b>Pension Total</b>		<b>4,373,317</b>	<b>4,546,879</b>	<b>4,546,879</b>	<b>173,562</b>	<b>3.97%</b>
Principal-Debt Excluded	712	905,000	900,000	900,000	-5,000	-0.55%
Interest-Debt Excluded	752	286,946	252,144	252,144	-34,802	-12.13%
Principal- Long Term	710	1,880,073	1,841,484	1,841,484	-38,589	-2.05%
Interest- Long Term	750	679,234	613,486	613,486	-65,748	-9.68%
Interest-Temp Borrowing	751	75,000	123,784	123,784	48,784	65.05%
Fees on Borrowing	751	0	0	0	0	-
<b>Debt Service Total</b>		<b>3,826,253</b>	<b>3,730,898</b>	<b>3,730,898</b>	<b>-95,355</b>	<b>-2.49%</b>
<b>Reserve Fund</b>		<b>25,000</b>	<b>25,000</b>	<b>25,000</b>	<b>0</b>	<b>0.00%</b>
<b>Capital</b>		<b>540,000</b>	<b>765,000</b>	<b>765,000</b>	<b>225,000</b>	<b>41.67%</b>
<b>Total Budget</b>		<b>47,542,888</b>	<b>50,189,410</b>	<b>50,189,410</b>	<b>2,646,522</b>	<b>5.57%</b>

GOVERNMENT  
FY25 OPERATIONAL BUDGET  
\$52,245,387



TOWN OF HULL

FY25 Budget



Education	55.97%
Public Safety	26.49%
Public Works	4.59%
Finance	2.88%
Administrative	5.27%
Land Use & Environment	1.28%
Culture & Recreation	1.47%
Health & Human Services	2.03%

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**Advisory Board  
Municipal Building  
Hull, MA 02045**

PRSRT STD  
ECRWSS  
U.S. POSTAGE  
**PAID**  
BROCKTON, MA  
PERMIT NO. 653

\*\*\*\*\*ECRWSSSEDDM\*\*\*\*\*

Residential Customer  
Hull, MA 02045



## TOWN OF HULL

## ALCOHOL LICENSE INFORMATION FORM

NEW ☐ RENEWAL ☒ TRANSFER ☐AMENDMENT ☐☐ CHANGE OF MANAGER (COM)\*☐ CHANGE OF HOURS (COH)☐ OTHER \_\_\_\_\_ONE DAY ☐ Date: \_\_\_\_\_

FEB 28 2024

FOR LICENSING AUTHORITY USE

Full Legal Name of Business: Al Aguisstons Inc.Business Name (dba) if different: Topsy TunaFID of Licensee: \_\_\_\_\_ Address of Premises: 276 Nantasket ave.Phone Number of Premises: 781-242-7777 Business Email: \_\_\_\_\_Business Mailing Address: ☒ Same as above \_\_\_\_\_Owner of Business: Anthony GhosnManager of Record: Freda Alkhoum

Residential Address : \_\_\_\_\_

\*Proposed Manager (must file COM with ABCC): \_\_\_\_\_

Phone: \_\_\_\_\_ Residential Address : \_\_\_\_\_

Applicant's (authorized) Signature [Signature] Date: 2/14/24

By signing above you are verifying the accuracy of all information

License Class: ☒ Annual ☒ Seasonal ☐ One Day (1 + 1 Day[s]) Nature of Event: \_\_\_\_\_

TYPE OF LICENSE: (CHECK ONLY ONE)

\*\*\*PROVIDE HRS BELOW

Location of Event: \_\_\_\_\_

☐ Club ☐ Package Store ☐ Veteran's Club ☐ General On Premise ☒ Restaurant☐ Innholder ☐ Tavern ☐ Other (Specify) \_\_\_\_\_

LICENSE CATEGORY:

☒ All Alcohol ☐ Wine & Malt ☐ Malt Only ☐ Wine Only ☐ Wine & Malt with Cordials☐ Other (please specify) \_\_\_\_\_**HOURS OF OPERATION - PLEASE READ CAREFULLY**☒ NO CHANGES TO HOURS OF OPERATION FROM LAST YEAR: See Attached☐ REQUESTING CHANGE OF HOURS (complete ONLY if amending hours of operation from previous license period)☐ SEE ATTACHED HOURS (CHANGE OF HOURS)

REQUESTING TO OPEN:

Mon: \_\_\_\_\_ Tues: \_\_\_\_\_ Wed: \_\_\_\_\_ Thurs: \_\_\_\_\_ Fri: \_\_\_\_\_ Sat: \_\_\_\_\_ Sun: \_\_\_\_\_

REQUESTING TO CLOSE:

Mon: \_\_\_\_\_ Tues: \_\_\_\_\_ Wed: \_\_\_\_\_ Thurs: \_\_\_\_\_ Fri: \_\_\_\_\_ Sat: \_\_\_\_\_ Sun: \_\_\_\_\_

Seating Capacity: (if applicable) 62 Indoor 82 Outdoor 144 Total

Occupancy Number: \_\_\_\_\_

Entertainment License: ☒ Yes ☐ No

Request for New Year's Eve Extension?

☐ YES☐ NO

Hull AS2023-28

**LICENSE** ABCC 05727-RS-0554

## **ALCOHOLIC BEVERAGES**

### **THE LICENSING BOARD OF**

The TOWN of HULL, MASSACHUSETTS

HEREBY GRANTS A

### **COMMON VICTUALER**

**License to Expose, Keep for Sale, and to Sell**

**All Kinds of Alcoholic Beverages**

**To Be Drunk on Premises**

**To: AF Acquisitions, Inc, dba Topsy Tuna, Freidy Elkhoury, Mgr.**

**276 Nantasket Ave**

**On the following described premises:** Total Seating Capacity 144 (Int.62, Ext 82)

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made thereunder by the licensing authorities. The license expires November 30, 2023, unless earlier suspended, cancelled or revoked.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures this 12<sup>th</sup> day of April 2023

The Hours during which  
Alcoholic Beverages may be sold are:

Sun-Sat 10:00am – 1:00am

Donna Pursel  
Greg Grey  
Irwin Nesoff  
Domenico Sestito

} Licensing  
Authority

*Unless otherwise advised by Licensing Authority*



**TOWN OF HULL  
SELECT BOARD**  
253 Atlantic Avenue  
Tel: 781-925-2000

SELECTMEN'S OFFICE FEE:  
\$50.00  
FEB 28 2024  
(Date Received)

**APPLICATION FOR COMMON VICTUALER**

NEW ☐ RENEWAL ☒ TRANSFER ☐ AMENDMENT ☐

☐ CHANGE OF MANAGER  
☐ CHANGE OF HOURS  
☐ ONE DAY  
☐ OTHER

**SECTION 1 – APPLICANTS & BUSINESS INFORMATION**

*I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a Common Victualer's License, in accordance with the provisions of Chapter 140 of the General Laws.*

Applicant's Full Legal Name: Anthony Ghosn  
Applicant's Legal Home Address: \_\_\_\_\_  
Applicant's Mailing Address (if different): \_\_\_\_\_  
Applicant's Home Telephone Number: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
Applicant's E-Mail Addresses: Primary \_\_\_\_\_ Secondary \_\_\_\_\_  
Applicant's (authorized) Signature [Signature] Date: 2/14/24

*By signing above you are verify the accuracy of all information*

Full Legal Name of the Business: AF Aquisitions Inc.  
Full Street Address of the Business: 276 Nantasket ave.  
Mailing Address of the Business (if different): \_\_\_\_\_  
Telephone Number of the Business (if different): \_\_\_\_\_  
Current Owner/Manager of Record: Freidy elkhoury  
E-Mail Addresses of the Business (if different): \_\_\_\_\_  
FID of the License: \_\_\_\_\_

Do you own ☒ or lease ☒ the premises?  
If leasing, please provide the name and address of the lessor: Anthony Gattorini

**SECTION 2 – LICENSE CLASS**

(Check One)

☐ Year Round Operation: (January 01-December 31) ☒ Seasonal Operation: (April 01 –November 30)

Expected date to open: 5/1/24 Expected date to close: 11/1/24

\*If you plan to open your business later than the beginning license date or plan to close earlier than the license end date please explain why: \_\_\_\_\_

**SECTION 3 - HOURS OF OPERATION**

☒ NO CHANGES

☐ SEE ATTACHED

OPEN: Mon: \_\_\_\_\_ Tues: \_\_\_\_\_ Wed: \_\_\_\_\_ Thurs: \_\_\_\_\_ Fri: \_\_\_\_\_ Sat: \_\_\_\_\_ Sun: \_\_\_\_\_

CLOSE: Mon: \_\_\_\_\_ Tues: \_\_\_\_\_ Wed: \_\_\_\_\_ Thurs: \_\_\_\_\_ Fri: \_\_\_\_\_ Sat: \_\_\_\_\_ Sun: \_\_\_\_\_

**\*SEE OTHER SIDE\***

**NEW APPLICANTS AND/OR AMENDMENTS TO EXISTING LICENSE (ONLY)**

## SECTION 4 – TO BE COMPLETED BY NEW APPLICANTS OR AMENDMENTS ONLY

**\*Note\*:** A PUBLIC HEARING MAY BE REQUIRED. PLEASE INDICATE WHAT CHANGES MADE BELOW:

Is your kitchen fully equipped to conduct a business \_\_\_\_\_ Size of Kitchen \_\_\_\_\_

Sink \_\_\_\_\_ Hot and Cold Water \_\_\_\_\_ Is there a Stove ☐

Gas Burners \_\_\_\_\_ Electric Burners \_\_\_\_\_ Refrigerators \_\_\_\_\_

Bar \_\_\_\_\_ Lunch Counter \_\_\_\_\_ Tables # \_\_\_\_ / \_\_\_\_ Booths # \_\_\_\_ / \_\_\_\_  
(no. of seats) (no. of seats) (no. of seats) (no. of seats)

Seating Capacity? Indoor \_\_\_\_\_ Outdoor \_\_\_\_\_ TOTAL Seating Capacity \_\_\_\_\_

Are there Restrooms for - Men ☐ Women ☐ Unisex ☐

### AMENDMENTS

☐ REQUESTING CHANGE OF HOURS

☐ SEE ATTACHED

**New Proposed Hours of Operation:**

**OPEN:** Mon: \_\_\_\_\_ Tues: \_\_\_\_\_ Wed: \_\_\_\_\_ Thurs: \_\_\_\_\_ Fri: \_\_\_\_\_ Sat: \_\_\_\_\_ Sun: \_\_\_\_\_

**CLOSE:** Mon: \_\_\_\_\_ Tues: \_\_\_\_\_ Wed: \_\_\_\_\_ Thurs: \_\_\_\_\_ Fri: \_\_\_\_\_ Sat: \_\_\_\_\_ Sun: \_\_\_\_\_

**Applicant's (authorized) Signature** \_\_\_\_\_

*By signing above you are verify the accuracy of all information*

☐ REQUESTING CHANGE OF MANAGER

Proposed Manager \_\_\_\_\_

Home Address \_\_\_\_\_

Email Address \_\_\_\_\_

Cell Phone \_\_\_\_\_

**Owner/Manager's Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

*By signing above you are verify the accuracy of all information*

MGL 140 § 4 "...licenses shall expire on December thirty-first of each year; but they may be granted during December, to take effect on January first following."

**LICENSE NUMBER**

**FEE**

2023-34

\$50.00

THE COMMONWEALTH OF MASSACHUSETTS  
TOWN OF HULL

This is to Certify that AF Acquisitions Inc, dba Tipsy Tuna, Freidy Elkhoury, Mgr.

276 Nantasket Ave

IS HEREBY GRANTED A

**COMMON VICTUALLER'S LICENSE**

In said Hull and at that place only and expires December thirty-first 2023 unless sooner suspended or revoked for violation of the laws of the Commonwealth respecting the licensing of common victuallers. This license is issued in conformity with the authority granted to the licensing authorities by General Laws, Chapter 140, and amendments thereto.

In Testimony Whereof, the undersigned have hereunto affixed their official signatures.

**Hours: Sun-Sat 10:00am – 1:00am**

/s/ Donna Pursel

/s/ Greg Grey

/s/ Irwin Nesoff

/s/ Domenico Sestito

} Licensing  
Authorities

ISSUED: April 12, 2023

(OVER)



**TOWN OF HULL  
SELECT BOARD  
253 Atlantic Ave  
781-925-2000**

SELECTMEN'S OFFICE USE

**FEE \$100.00**

**FEB 28 2024**

(Date Received)

**APPLICATION FOR ENTERTAINMENT LICENSE**

NEW ☐ RENEWAL ☒ TRANSFER ☐ AMENDMENT ☐

CHANGE OF MANAGER (COM)\*  
CHANGE OF HOURS  
ONE DAY  
OTHER

**SECTION 1 – APPLICANTS & BUSINESS INFORMATION**

Applicant's Full Legal Name Anthony Ghosn  
Business's Full Legal Name AF Acquisitions Inc.  
Business Address 276 Wansasket ave  
Mailing Address ☒ Same as above  
Business Telephone Number 781-242-7777 FID#  
Business Email Address  
Description of Premises Restaurant and Bar

Manager of Record /\*Proposed Manager\* Freidy elkhewy  
Home Address  
Home Telephone  
Email Address

Owner/Manager's Signature

\*If Amending Manager of Record\*

*By signing above you are verifying the accuracy of all information*

**SECTION 2 – TYPE OF ENTERTAINMENT**

☒ No Changes to Type of Entertainment from Last Year  
Jukebox ☐ DJ ☐ Karaoke ☐ Piped in Music ☐ Amplification System ☐  
Recorded Music ☐ Live Music ☐ Vocal Music ☐ No. of Persons  
Instrumental Music ☐ No. of Instruments Description/Type Instruments (i.e. guitar, drums, keyboard, etc.)  
Dancing by Patrons ☐ Location(s) Size of dance floor(s)  
Floor Show ☐ Description Other:  
Entertainment Location: Indoors ☐ Outdoors ☐ Description (provide floor plan if necessary)

**SECTION 3 – HOURS OF OPERATION**

☒ No Changes to Hours of Operation from Last Year  
Start Time: Mon Tues Wed Thurs Fri Sat Sun  
End Time: Mon Tues Wed Thurs Fri Sat Sun

**NOTE: SUNDAY ENTERTAINMENT HOURS, UNLESS OTHERWISE SPECIFIED BY LICENSING AUTHORITY, TO BE BEGIN NO EARLIER THAN 2:00 P.M.**



**LICENSE NUMBER:** 2023-18

**FEE:** \$100.00

THE COMMONWEALTH OF MASSACHUSETTS  
TOWN OF HULL

This is to Certify that **AF Acquisitions Inc, dba Topsy Tuna, Freidy Elkhoury**

**Manager, 276 Nantasket Ave**

**IS HEREBY GRANTED A LICENSE**

**For Entertainment as a Victualer at: 276 Nantasket Ave**

**Type of Entertainment: Jukebox, DJ, Karaoke, Piped in Music**

**Hours: Sun- Sat 10:00am – 1:00am**

**This license is granted in conformity with the Statutes and ordinances relating thereto, and expires December 31, 2023 unless sooner suspended or revoked.**

ISSUED: April 12. 2023

/s/ Donna Pursel

/s/ Greg Grey

/s/ Irwin Nesoff

/s/ Domenico Sestito

} Licensing  
Authorities

04-23-2024

Page: 1

Apt #	Year MM DD Time	Reason	Action	Call #	Site #	Vicinity
	2024 04 12 1307	SERVE DOCUMENT	Unable To Serve	24-21682	478	N
	2024 04 10 1009	DISPUTE	Services Rendered	24-21230		N
	2024 04 09 1930	DISPUTE	Services Rendered	24-21110	478	N
	2024 04 08 0917	M V STOP	Services Rendered	24-20764	478	Y
	2024 03 18 0628	DIRECTED PATROL	Appears Secure	24-16433	478	N
	2024 03 13 0523	DIRECTED PATROL	Appears Secure	24-15354	478	N
	2024 03 06 0505	DIRECTED PATROL	Appears Secure	24-13858	478	N
	2024 02 29 0603	DIRECTED PATROL	Appears Secure	24-12540	478	N
	2024 02 28 1743	M V STOP	Citation Issued	24-12432	478	Y
	2024 01 12 0505	DIRECTED PATROL	Appears Secure	24-2315	478	N
	2023 12 30 0704	M V STOP	Citation Issued	23-78367	478	Y
	2023 12 26 0620	DIRECTED PATROL	Appears Secure	23-77663	478	N
	2023 11 22 2250	MEDICAL EMERGENCY	Services Rendered	23-70940	478	N
	2023 11 17 0650	M V STOP	Citation Issued	23-69730	478	Y
	2023 11 14 1124	DIRECTED PATROL	Log Entry Only	23-69156	478	N
	2023 10 21 0619	DIRECTED PATROL	Appears Secure	23-64253	478	N
	2023 10 14 2031	ALARM COMMERCIAL	Building Checked/ Secured	23-62831	478	N
	2023 09 22 1833	M V STOP	Citation Issued	23-58418	478	Y
	2023 09 04 0133	DISTURBANCE	Services Rendered	23-54508	478	N
	2023 09 02 2320	DISTURBANCE	Services Rendered	23-54238	478	N
	2023 09 02 0932	ALARM COMMERCIAL	False/ Accidental Alarm	23-54090	478	N
	2023 08 31 2218	DISTURBANCE	Services Rendered	23-53758	478	N
	2023 08 22 2333	DISTURBANCE	Services Rendered	23-51817	478	N
	2023 08 13 2306	DISTURBANCE	Services Rendered	23-49733	478	N
	2023 08 13 2223	DISTURBANCE	Services Rendered	23-49729	478	N
	2023 08 08 2331	DISTURBANCE	Services Rendered	23-48622	478	N
	2023 08 06 0119	MEDICAL EMERGENCY	Transported	23-48022	478	N
	2023 08 06 0026	DISTURBANCE	Services Rendered	23-48006	478	N
	2023 08 05 1714	911 CALL	Log Entry Only	23-47922	478	Y
	2023 08 04 2351	DISTURBANCE	Services Rendered	23-47753	478	N
	2023 07 30 2215	DISTURBANCE	Services Rendered	23-46509	478	N
	2023 07 24 0053	DISTURBANCE	Services Rendered	23-44789	478	N
	2023 07 22 0700	DIRECTED PATROL	Appears Secure	23-44330	478	N
	2023 07 20 2305	DISTURBANCE	Services Rendered	23-43995	478	N
	2023 07 19 1636	COMMUNITY POLICING	Services Rendered	23-43624	478	N
	2023 07 16 1925	DISTURBANCE	Arrest(s) Made	23-42845	478	N
	2023 07 16 0019	DISTURBANCE	Services Rendered	23-42657	478	N
	2023 07 14 2352	MEDICAL EMERGENCY	Services Rendered	23-42393	478	N
	2023 07 13 2343	DISTURBANCE	Services Rendered	23-42126	478	Y
	2023 07 11 2208	DISTURBANCE	Investigated	23-41554	478	N

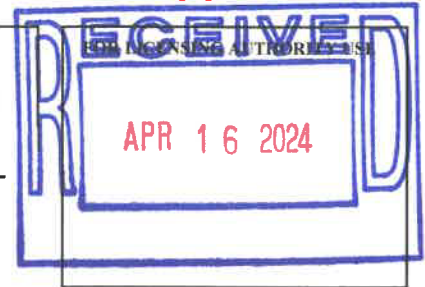
Apt #	Year MM DD Time	Reason	Action	Call #	Site #	Vicinity
	2023 07 08 0949	ALARM COMMERCIAL	False/ Accidental Alarm	23-40638	478	N
	2023 07 05 1411	M V STOP	Citation Issued	23-39951	478	Y
	2023 07 04 0242	DISTURBANCE	Arrest(s) Made	23-39647	478	N
	2023 07 03 2357	DISTURBANCE	Services Rendered	23-39601	478	N
	2023 07 03 2156	DISTURBANCE	Services Rendered	23-39580	478	N
	2023 06 29 2314	DISTURBANCE	Services Rendered	23-38588	478	N
	2023 06 26 0917	911 CALL	911 Accidental	23-37731		N
	2023 06 25 0037	DISTURBANCE	Services Rendered	23-37435	478	N
	2023 06 25 0008	DISTURBANCE	Services Rendered	23-37432	478	N
	2023 06 17 0146	WELL BEING CHECK	Transported	23-35612	478	N
	2023 06 14 0434	ALARM COMMERCIAL	False/ Accidental Alarm	23-34917	478	N
	2023 05 28 1951	911 CALL	Log Entry Only	23-31266	478	N
	2023 05 28 1833	WELL BEING CHECK	Arrest(s) Made	23-31244	478	N
	2023 05 26 2332	DISTURBANCE	Services Rendered	23-30783	478	Y
	2023 05 25 0836	ALARM COMMERCIAL	Appears Secure	23-30393		N
	2023 05 21 2015	PD INVESTIGATION	Services Rendered	23-29601	478	N
	2023 05 21 1634	PD INVESTIGATION	Services Rendered	23-29559	478	N
	2023 05 15 0902	ALARM COMMERCIAL	Appears Secure	23-28055		N
	2023 05 13 2329	DISTURBANCE	Services Rendered	23-27797	478	N
	2023 05 13 2239	DISTURBANCE	Services Rendered	23-27794	478	N
	2023 05 12 2228	DISTURBANCE	Services Rendered	23-27532	478	N
	2023 04 10 1054	OUTSIDE FIRE	Extinguished	23-20504	478	N
	2023 04 02 1951	911 CALL	Unfounded	23-18787		N
	2023 04 02 0905	911 CALL	911 Accidental	23-18686	478	N
	2023 02 04 2157	M V STOP	Citation Issued	23-6671	478	N
	2022 11 05 0922	911 CALL	Investigated	22-61892	478	N
	2022 10 04 2235	SUSPICIOUS ACTIVITY	Services Rendered	22-55488		N
	2022 09 19 1039	ALARM COMMERCIAL	Building Checked/ Secured	22-52396	478	N
	2022 09 17 1356	ANIMAL CALL	Services Rendered	22-52094	478	N
	2022 09 10 2145	DISTURBANCE	Services Rendered	22-50831	478	N
	2022 09 03 0003	DISTURBANCE	Services Rendered	22-49172	478	Y
	2022 09 02 2317	DISTURBANCE	Services Rendered	22-49171	478	N
	2022 08 30 2214	COMPLAINT GENERAL	Services Rendered	22-48448	478	N
	2022 08 28 0008	DISTURBANCE	Services Rendered	22-47862	478	N
	2022 08 27 2025	911 CALL	Unfounded	22-47842	478	N
	2022 08 21 0018	DISTURBANCE	Services Rendered	22-46323	478	N
	2022 08 18 2256	DISTURBANCE	Services Rendered	22-45867	478	N
	2022 08 13 0109	M V STOP	Verbal Warning	22-44678	478	Y
	2022 08 11 2320	M V DISABLED	Log Entry Only	22-44457	478	Y
	2022 08 11 2254	M V STOP	Verbal Warning	22-44452	478	Y



Apt #	Year MM DD Time	Reason	Action	Call #	Site #	Vicinity
	2022 08 06 2124	PD INVESTIGATION	Investigated	22-43324	478	N
	2022 08 06 1637	MEDICAL EMERGENCY	Patient Refusal	22-43264	478	N
	2022 08 06 0028	MEDICAL EMERGENCY	Transported	22-43148	478	N
	2022 07 28 1017	ALARM COMMERCIAL	Appears Secure	22-41268		N
	2022 07 23 1758	MEDICAL EMERGENCY	Patient Refusal	22-40251	478	N
	2022 07 23 0103	M V STOP	Verbal Warning	22-40035	478	Y
	2022 07 17 0051	DISTURBANCE	Services Rendered	22-38733	478	N
	2022 07 16 0227	ALARM COMMERCIAL	Appears Secure	22-38556		N
	2022 07 15 1454	FRAUD	Investigated	22-38421	478	N
	2022 07 08 1150	PD INVESTIGATION	Log Entry Only	22-36845	478	N
	2022 07 03 1227	SUSPICIOUS ACTIVITY	Investigated	22-35786	478	N
	2022 06 26 0043	WELL BEING CHECK	Services Rendered	22-34117	478	N
	2022 06 25 0513	PROPERTY FOUND	Services Rendered	22-33892	478	Y
	2022 06 15 0846	ALARM COMMERCIAL	Building Checked/ Secured	22-31768		N
	2022 06 13 0757	ALARM COMMERCIAL	Building Checked/ Secured	22-31298		N
	2022 05 11 1306	ALARM COMMERCIAL	False/ Accidental Alarm	22-24339	478	N
	2022 05 05 0657	M V STOP	Citation Issued	22-23160	478	Y
	2022 04 24 2123	M V STOP	Citation Issued	22-21189	478	Y
	2022 04 13 1847	ALARM COMMERCIAL	Services Rendered	22-19169	478	N
	2022 04 11 0136	BUILDING / AREA CHECK	Appears Secure	22-18569	478	N
	2022 01 28 0859	M V STOP	Citation Issued	22-5183	478	Y
	2022 01 18 0921	ALARM COMMERCIAL	False/ Accidental Alarm	22-3175		N
	2021 12 16 2123	SUSPICIOUS ITEM	Investigated	21-71598	478	N
	2021 11 13 1750	ALARM COMMERCIAL	Appears Secure	21-64970	478	N
	2021 10 27 0802	ALARM COMMERCIAL	Appears Secure	21-61003	478	N
	2021 09 24 2339	DISTURBANCE	Investigated	21-53969	478	Y
	2021 09 18 2233	COMPLAINT GENERAL	Investigated	21-52739	478	N
	2021 09 11 0002	PD INVESTIGATION	Investigated	21-51121	478	N
	2021 09 08 2222	DISTURBANCE	Protective Custody	21-50667	478	N
	2021 09 06 2358	ALARM COMMERCIAL	False/ Accidental Alarm	21-50193	478	N
	2021 09 06 1338	M V STOP	Verbal Warning	21-50104	478	Y
	2021 09 01 0911	ALARM COMMERCIAL	False/ Accidental Alarm	21-48964	478	N
	2021 08 28 0355	ALARM COMMERCIAL	Appears Secure	21-48061	478	N
	2021 08 20 0723	ALARM COMMERCIAL	Appears Secure	21-46327	478	N
	2021 08 18 2304	DISTURBANCE	Services Rendered	21-46069	Q3000159	N
	2021 08 08 0246	ALARM COMMERCIAL	Appears Secure	21-43595	Q3000159	N
	2021 08 08 0058	DISTURBANCE	Transported	21-43583		N
	2021 07 23 1115	VANDALISM / MALICIOUS DAMAGE	Investigated	21-39783		Y
	2021 07 21 0936	ALARM COMMERCIAL	Appears Secure	21-39280	Q3000159	N
	2021 07 18 1016	ALARM COMMERCIAL	False/ Accidental Alarm	21-38604		N



**TOWN OF HULL**  
**ALCOHOL LICENSE INFORMATION FORM**  
 NEW ☐ RENEWAL ☐ TRANSFER ☐  
☒ **ONE DAY LICENSE** June 11, 2024  
 AMENDMENT ☐



Name To Appear on License: Hull Lifesaving Museum  
 Business Name (dba) if different: \_\_\_\_\_  
 FID of Licensee: \_\_\_\_\_ ABCC License Number: \_\_\_\_\_  
 Address of Premises: 1117 Nantsket Ave Hull MA 02045  
 Phone Number of Premises: 781-925-5433 Business Email: Maureen@Hulllifesavingmuseum.org  
 Business Mailing Address: ☐ Same as above \_\_\_\_\_  
 Owner of Business: Mike McGurl Executive Director  
 Manager of Record: Mike McGurl  
 Manager's Contact Phone: Cell Phone: \_\_\_\_\_ Home Phone : \_\_\_\_\_  
 Manager's Home Address: \_\_\_\_\_  
 Applicant's (authorized) Signature Mike McGurl Digitally signed by Mike McGurl  
 Date: 2022.09.16 12:53:09 -04'00' DATE: 4/12/2024  
*By signing above you are verifying the accuracy of all information*

License Class: ☐ Annual ☐ Seasonal ☒ **One Day (1 + 1 Day[s])** Nature of Event: Reception

**TYPE OF LICENSE: (CHECK ONLY ONE)**

Location of Event: Hull Lifesaving Museum

☐ Club ☐ Package Store ☐ Veteran's Club ☐ General On Premise ☐ Restaurant  
☐ Innholder ☐ Tavern ☐ Other (Specify) Museum

**LICENSE CATEGORY:**

☐ All Alcohol ☒ Wine & Malt ☐ Malt Only ☐ Wine Only ☐ Wine & Malt with Cordials  
☐ Other (please specify) \_\_\_\_\_

**HOURS OF OPERATION: (please use additional sheet if needed)**

**OPEN:**

Mon: \_\_\_\_\_ Tues: 3-7 Wed: \_\_\_\_\_ Thurs: \_\_\_\_\_ Fri: \_\_\_\_\_ Sat: \_\_\_\_\_ Sun: \_\_\_\_\_

**CLOSE:**

Mon: \_\_\_\_\_ Tues: \_\_\_\_\_ Wed: \_\_\_\_\_ Thurs: \_\_\_\_\_ Fri: \_\_\_\_\_ Sat: \_\_\_\_\_ Sun: \_\_\_\_\_

☐ REQUESTING CHANGE OF HOURS (if different from previous license period)

Seating Capacity: (if applicable) \_\_\_\_\_ Indoor \_\_\_\_\_ Outdoor \_\_\_\_\_ Total

Occupancy Number: \_\_\_\_\_

Entertainment License: ☐ Yes ☐ No

**Request for New Year's Eve  
Extension?**

☐ YES ☐ NO

PARKING LOT APPLICATION

FEE: \$50.00 PER CAR

DATE: 4.22.2024

NAME ARMANDO AGGIE AGUILAR

ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FID or SS # \_\_\_\_\_

BUSINESS NAME (DBA) IF APPLICABLE KNIGHTS of COLUMBUS

ADDRESS OF PARKING LOT 440 NANTASKET AVE.

NUMBER OF CARS # 30

SIGNATURE OF APPLICANT 

EMAIL ADDRESS \_\_\_\_\_

REFERRED TO FIRE CHIEF

APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_

SIGNATURE OF FIRE CHIEF \_\_\_\_\_

REFERRED TO BUILDING COMMISSIONER

APPROVED FOR \_\_\_\_\_ CARS

SIGNATURE OF BUILDING COMMISSIONER \_\_\_\_\_

