



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.

Board or Committee	Select Board
Date & Time of Meeting	Wednesday, March 13, 2024 at 7:00 pm
Meeting Location	Hull High School - 180 Main Street Hull, MA 02045
Requested By:	Jennifer Constable, Town Manager

AGENDA

APPOINTMENTS

- 7:00 Craig Wolfe, Re, Charity Car Show on the Hull Redevelopment Authority (HRA) property on Sunday, September 15, 2024 with a rain date of Sunday, September 22, 2024.**
- 7:10 Steven Greenberg, Chair, Hull Historic Commission, Re: Updates**

DISCUSSION

- 1. Beautification Committee Charge and Composition**
- 2. May 6, 2024 Town Meeting Warrant Update Review**

APPROVALS

- 1. Review Memorandum of Understanding (MOU) between the School Department and the General Government regarding usage of the Memorial School.**
- 2. Bayside Marketing Systems, Inc. dba Nantasket Lobster Pound (Jake's Seafood), 50 George Washington Blvd, James O'Brien, Mgr. Re:(A) Seasonal All Alcohol License; (B) Common Victualer License (RENEWAL and CHANGE OF HOURS)**
- 3. Mike McGurl, Executive Director, 1117 Nantasket Ave, Hull Life Saving Museum Re: One Day Wine and Malt License on Friday, June 28, 2024 from 7:00 pm to 9:00 pm for a Reception.**

CORRESPONDENCE

- 1. Chris Reale, Owner, Paragon Entertainment Ventures, LLC, 189-197 Nantasket Avenue, re: Surrendering Annual All Alcohol License**

Appt. 7:00 pm

NANTASKET BEACH CAR SHOW

SUNDAY SEPT 15TH 2024



FROM 8:00AM - 12:00PM
(RAIN DATE SEPT 22ND)

AT NANTASKET AVE
BY THE BANDSTAND
AND CAROUSEL

FEATURING: VETERANS'
RESOURCE FAIR

PRE-REGISTRATION ONLY @
NANTASKETBEACHCARSHOW.COM

CAR ENTRY FEE **\$30**
VENDORS **\$100**
(NO FOOD)

DASH PLAQUES FOR ALL

BENEFITS GO TO:
**COPS FOR KIDS
WITH CANCER**
AND
VETERANS

CUSTOM CAR PART TROPHIES
BY KIM'S KREATIONS

CONTACT CRAIG WOLFÉ | 89EDGE@COMCAST.NET OR 781-771-6416



PRESENTED BY: HULL POLICE,
THE NANTASKET - HULL ROTARY,
TOWN OF HULL AND OCR



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Part I	ADMINISTRATION OF THE GOVERNMENT
Title VII	CITIES, TOWNS AND DISTRICTS
Chapter 40	POWERS AND DUTIES OF CITIES AND TOWNS
Section 8D	HISTORICAL COMMISSION; ESTABLISHMENT; POWERS AND DUTIES

Section 8D. A city or town which accepts this section may establish an historical commission, hereinafter called the commission, for the preservation, protection and development of the historical or archeological assets of such city or town. Such commission shall conduct researches for places of historic or archeological value, shall cooperate with the state archeologist in conducting such researches or other surveys, and shall seek to coordinate the activities of unofficial bodies organized for similar purposes, and may advertise, prepare, print and distribute books, maps, charts, plans and pamphlets which it deems necessary for its work. For the purpose of protecting and preserving such places, it may make such recommendations as it deems necessary to the city council or the selectmen and, subject to the approval of the city council or the selectmen, to the Massachusetts historical commission, that any such place be certified as an historical or archeological landmark. It shall report to the state archeologist the existence of any archeological, paleontological or historical site or object discovered in accordance with section twenty-seven C of chapter nine, and shall apply for permits

necessary pursuant to said section twenty-seven C. Any information received by a local historical commission with respect to the location of sites and specimens, as defined in section twenty-six B of chapter nine, shall not be a public record. The commission may hold hearings, may enter into contracts with individuals, organizations and institutions for services furthering the objectives of the commission's program; may enter into contracts with local or regional associations for cooperative endeavors furthering the commission's program; may accept gifts, contributions and bequests of funds from individuals, foundations and from federal, state or other governmental bodies for the purpose of furthering the commission's program; may make and sign any agreements and may do and perform any and all acts which may be necessary or desirable to carry out the purposes of this section. It shall keep accurate records of its meetings and actions and shall file an annual report which shall be printed in the case of towns in the annual town report. The commission may appoint such clerks and other employees as it may from time to time require. The commission shall consist of not less than three nor more than seven members. In cities the members shall be appointed by the mayor, subject to the provisions of the city charter, except that in cities having a city manager form of government, said appointments shall be by the city manager, subject to the provisions of the charter; and in towns they shall be appointed by the selectmen, excepting towns having a town manager form of government, in which towns appointments shall be made by the town manager, subject to the approval of the selectmen. Alternate members may be appointed in like manner as provided for in this section not exceeding in number the principal members. In the case of the absence or inability to act on the part of a principal member, the place of the principal member shall be taken by an alternate member

designated by the chairman. When a commission is first established, the terms of the members and alternate members shall be for one, two or three years, and so arranged that the terms of approximately one third of the members and alternate members will expire each year, and their successors shall be appointed for terms of three years each. Any member or alternate member of a commission so appointed may, after a public hearing if requested, be removed for cause by the appointing authority. A vacancy occurring otherwise than by expiration of a term shall in a city or town be filled for the unexpired term in the same manner as an original appointment. Said commission may acquire in the name of the city or town by gift, purchase, grant, bequest, devise, lease or otherwise the fee or lesser interest in real or personal property of significant historical value and may manage the same.

Hull Historical Commission

Select Board
Town of Hull
253 Atlantic Avenue
Hull, MA 02045

December 14, 2022

Dear members of the Select Board,

We the members of the Hull Historical Commission (HHC) request a joint meeting with the Select Board in order to gain a better perspective on the role the Select Board feels is best for the Hull Historical Commission to take.

It says on the Town website that: The mission of HHC is to provide for the preservation, protection and development of the historic and archaeological assets of Hull. It is responsible for community-wide preservation planning and is an advocate for historic preservation in Hull, including working for historic preservation in planning and development of the community.

In accomplishing this mission, the Commission:

- Creates and maintains an inventory of historic assets, including houses, barns, commercial buildings, cemeteries, military sites and artifacts, monuments and markers, railroad artifacts, landscapes, and more.
- Seeks to protect the town's historic assets from neglect, deterioration from the elements, development, inappropriate uses, etc; and
- Provides educational opportunities to increase public understanding of the history of the town and the historic context of important assets.

The HHC wishes to be a service to the town in pursuit of not only preserving the historical assets of the community but also to be involved in how the preservation of these assets can increase the quality of life of the entire community. We therefore request that we hold a joint meeting with the Board of selectmen to see how best the HHC can be of service to the Town.

For many years now we worked with the Commonwealth of Massachusetts on the MACRIS program. This program allows owners of homes over 75 years old to order a plaque from the Historical Commission that they can display on their house.

In addition, we continue to identify projects that could provide the town with a 1:1 match with State funds but are again not sure which projects the town might be interested in having us pursue for matching funding.

We see multiple historical issues to be addressed as we look forward. Our hope is that an open conversation with the Select Board will provide us with some guidance on how to make the best use of the most valuable asset we have as well as the willingness of citizens to serve on this and other committees to insure the best use of these assets for all.

Some of our questions are:

What role would you like the HHC to play in the acquisition and transfer of Town owned historical assets?

How important is the accurate and complete inventorying of all the historical assets within the boundaries of our town and our advocacy to maintain them?

We hope that this meeting could be scheduled in January of 2023.

We appreciate your attention to this most important conversation.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Steven M. Greenberg".

Hull Historic Commission

Dennis Riley - Chair

Don Ritz

Fluvia Quilici Matteucci

William Smyth

Steven M. Greenberg, Clerk

Organization	Contact Person	Response
Hull Historical Society	Chris Haradan	Yes
Hull Historic District Commission	Julia Parker	Yes
Hull Life Saving Museum	Michael McGurl	
Friends of the Paragon Carousel	Marge West	Yes
Fort Revere Park and Preservation Society	Maxine Nash	Yes
Hull Nantasket Chamber of Commerce	Steven Greenberg	yes
Hull Town Clerk	Lori West	yes
Hull Public Library	Brian DeFelice	yes
Hull Historical Commission	Bill Smythe	yes

BEAUTIFICATION COMMITTEE

The Beautification Committee is dedicated to enhancing the natural beauty of the Hull peninsula. Its mission is to cultivate a more visually appealing and vibrant community by actively spearheading projects that elevate the aesthetics of public spaces. The Committee will do so in conjunction with and approval from Town of Hull officials. The Committee will lead clean-up projects, where it will collaborate with community members to ensure litter-free environments. Additionally, the Committee will spearhead adopt-a-garden programs, nurturing and beautifying public gardens, streets, and traffic islands. It is devoted to preserving the scenic charm that defines Hull, fostering a sense of pride among its residents, and creating a welcoming and aesthetically pleasing environment.

The Committee shall include up to seven (7) citizens appointed by the Select Board hailing from neighborhoods across the Town of Hull.

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)

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)

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)

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)

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

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)

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)

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)

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)

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)

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)

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.

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

ARTICLE 13 A: The Hull Community Preservation Committee moves that the Town 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)

ARTICLE 13B: The Hull Community Preservation Committee further moves 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 Board of Selectmen 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, 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 Board of Selectmen 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, 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 Board of Selectmen 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, 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 Board of Selectmen 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, 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 Board of Selectmen 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, 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 Board of Selectmen 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, 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 Board of Selectmen and Town Manager are authorized to take all related actions necessary or appropriate to carry out this vote.

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 to take any other action relative thereto.

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

ARTICLE 14: To see if the Town will vote to accept the provision of M.G.L. Chapter 32, section 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)

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)

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 Massachusetts General Laws Chapter 44, Section 53, or take any other action relative thereto.

Below is for Advisory Board Recommendation

Explanation: State 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. (Inserted at the request of the Town Manager)

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 litigation, engineering,

design and related expenses in 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)

ARTICLE 18: To see if the Town will vote, pursuant to General Laws Chapter 40, Section 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)

ARTICLE 19: Capital planning committee

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)

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)

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 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).

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 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).

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 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).

ARTICLE 25: 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 and Fitzpatrick Way 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; 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).

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

ARTICLE 27: To see if the Town will vote to accept the provisions of G.L. Chapter 59, Section 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)

ARTICLE 28: Motion that 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-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 aquacultural 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, tidegate 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

ARTICLE 29: 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.A(8) Accessory Dwelling Units, subject to the requirements of Section 410-4.10 of this Zoning Bylaw.

§410-5.1 Table 50 (addition is underlined)

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

§410-4.10 ACCESSORY DWELLING UNITS

A. PURPOSE:

The purpose of this Bylaw is to provide:

- (1) Safe, decent, and affordable housing that meets the changing needs of the community while protecting the character, open space and property values of the Town's single-family residential neighborhoods;
- (2) An opportunity for family members who choose to live in proximity, but separate from other family members;
- (3) Affordable rental property that meets the regulations of M.G.L. Chapter 40B;
- (4) 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;
- (5) A limited number of Accessory Dwelling Units via special permit which allows for orderly development and ultimately limited impact on the community;
- (6) Enable the Town to monitor Accessory Dwelling Unit (ADU) construction 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 Section 410-4.10 and MGL Chapter 40A Section 1A Definition of "Accessory Dwelling Unit".

FAMILY MEMBER

For the purposes of this Section 410-4.10, shall be a person related to the owner by blood, adoption or marriage, and may also include domestic help and caregivers.

Deed-Restricted Accessory-Dwelling Units (Affordable)

An Accessory Dwelling Unit designated for households earning at or below 80% of the Area Median Income for the Boston MSA, carrying a deed-restriction ensuring the unit's affordability to said households and which qualifies under M.G.L. Chapter 40B for inclusion in Hull's Subsidized Housing Inventory (SHI)

Principal Dwelling

For the purposes of this Section 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)

Primary Residence

A dwelling where the owner-occupant has a true, fixed, and permanent home and principal establishment, and occupies it for a major portion of a calendar year, except for bona-fide temporary absences.

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 Section 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 Section 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 letter 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 E(1).
 - (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 letter 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) Eligibility
 - (a) Units created under this bylaw shall only be available to:

[1] Family Members

[2] An individual/family that qualifies for a deed restricted Affordable unit under M.G.L. Chapter 40B

(4) Compliance

(a) Owner shall submit a notarized affidavit certifying occupancy of either the principal dwelling or the ADU as a Housing unit for family members, or occupants who would qualify for an "Affordable Housing Unit" through income eligibility requirements.

[1] Family: The owner/occupants shall submit a signed affidavit denoting familial status with the Board of Appeals

[2] Deed Restricted Affordable: Owner shall demonstrate compliance with all requirements set forth in MGL Chapter 40B including an Affordable Housing Regulatory Agreement with the state and provide a declaration of restrictive covenants.

(b) 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.

(5) Transfer - Neither the principal dwelling nor the Accessory Dwelling Unit may be sold or otherwise conveyed or transferred separately from the other.

(6) Short Term Rental - An Accessory Dwelling Unit shall not be used for boarding and lodging, or other commercial use. An ADU may be rented for periods not shorter than 183 days at a time, and are prohibited from any use as rental units on a weekly or daily basis. (Inserted at the request of the Planning Board).

E. DIMENSIONAL AND DESIGN REQUIREMENTS:

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

(1) An Accessory Dwelling Unit shall not create any dimensional nonconformities.

(2) An Accessory Dwelling Unit shall not be larger in floor area than $\frac{1}{2}$ 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 two off-street parking spaces 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

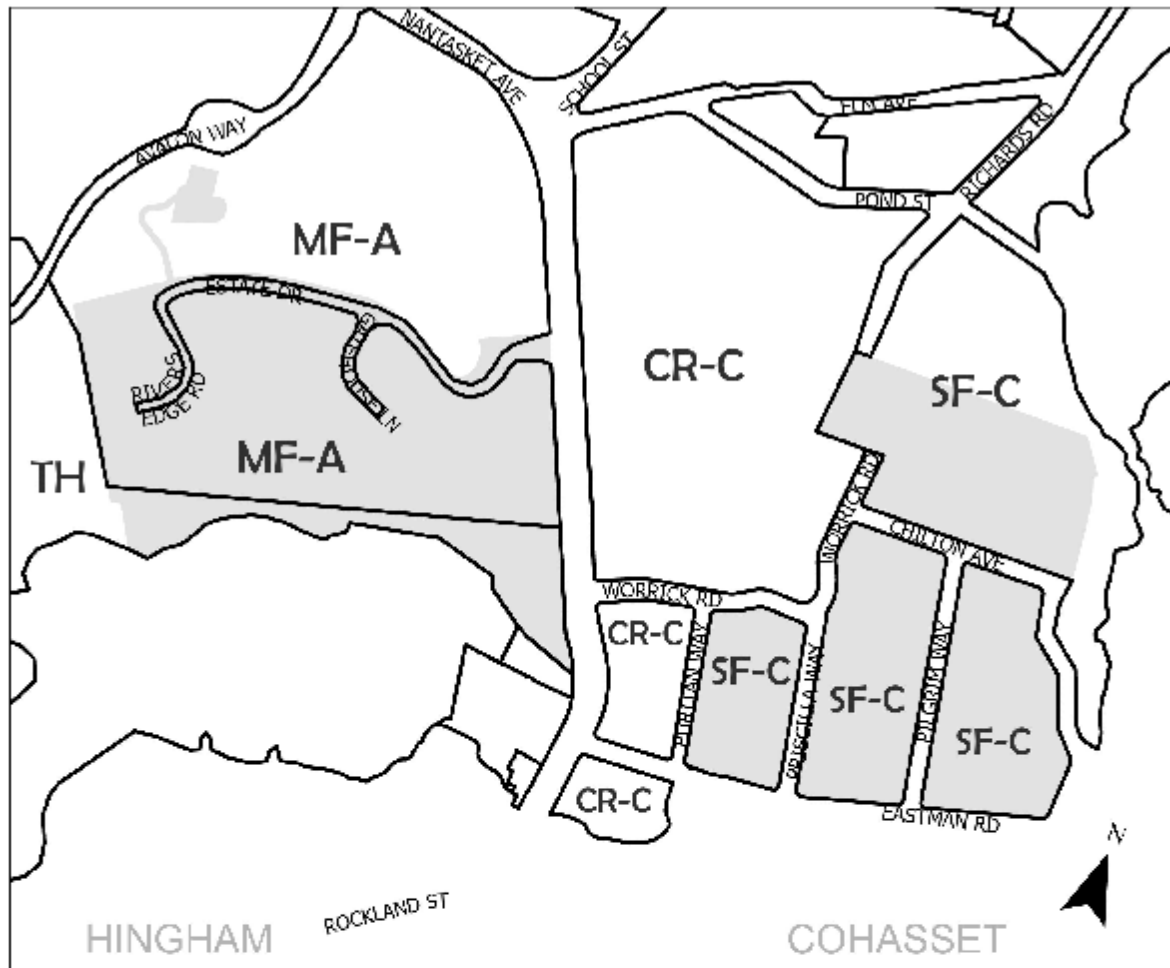
on the side or in the rear of the single-family dwelling, and all stairways to upper stories shall be enclosed within the exterior walls of the single-family dwelling, so as to be less visible from the street.

- (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.

(Inserted at the request of Planning Board?)

ARTICLE 30: To see if the Town will amend the Zoning Map in the effort to comply with MGL Chapter 40A section 3A "MBTA Communities" as follows: (Inserted at the request of the Planning Board)

1. Expansion of Commercial Recreation C (CRC) district as shown
2. Expansion of Commercial Recreation B (CRB) district as shown
3. Expansion of Multi-Family B (MFB) district as shown



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

ARTICLE 31: To see if the Town will amend the Zoning Bylaws to establish Floodplain Overlay

§ 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 Dept.

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.

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.

E. 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.

F. 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 floodproofing or elevating nonresidential structures to or above base flood level, and for prohibiting encroachments in floodways.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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

L. 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

M. 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.

N. 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.

O. 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.

P. Disclaimer of Liability

The degree of flood protection required by this ordinance is considered reasonable but does not imply total flood protection.

Q. 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.

R. Definitions

AREA OF SPECIAL FLOOD HAZARD — Is 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 Commissioner 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. 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. [Base 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) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (d) Individually listed on a local inventory of historic places in communities 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. 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. 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. 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. 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. 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. 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.

ARTICLE 32: Marijuana Zoning Bylaw Amendment (Inserted at the request of the Planning Board)

ARTICLE 33: Opioid 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 Opioid Abatement Fund

Direct the Selectboard to set up a committee for the Opioid 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 opioid recovery ,also include first responders IE: Police and Fire personnel 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 Opioid Abatement funds not the general funds of the town. (Citizens' Petition inserted at the request of Scott Miller and others)

ARTICLE 34: 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)

ARTICLE 35: 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)

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 _____ day of March, 2024.

SELECT BOARD

Greg Grey

Irwin Nesoff

Jason McCann

Brian McCarthy

Jerry Taverna

Plymouth ss.

Date: _____

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

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 twenty (20) years from its effective date, provided that not later than twenty-four (24) 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 twenty (24) 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 twenty (24) 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

Jennifer Constable, Town Manager

Date

HULL SCHOOL COMMITTEE

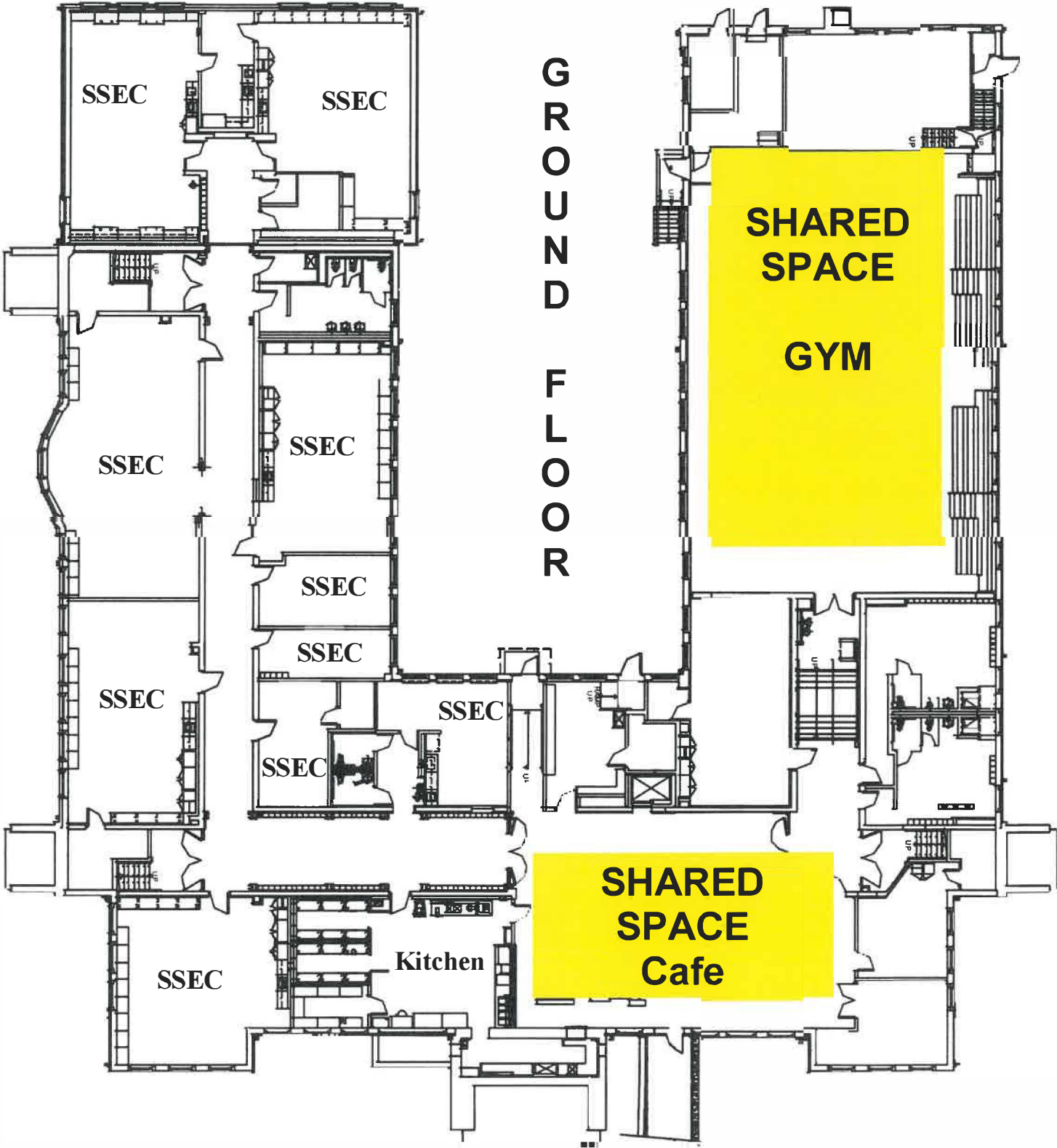


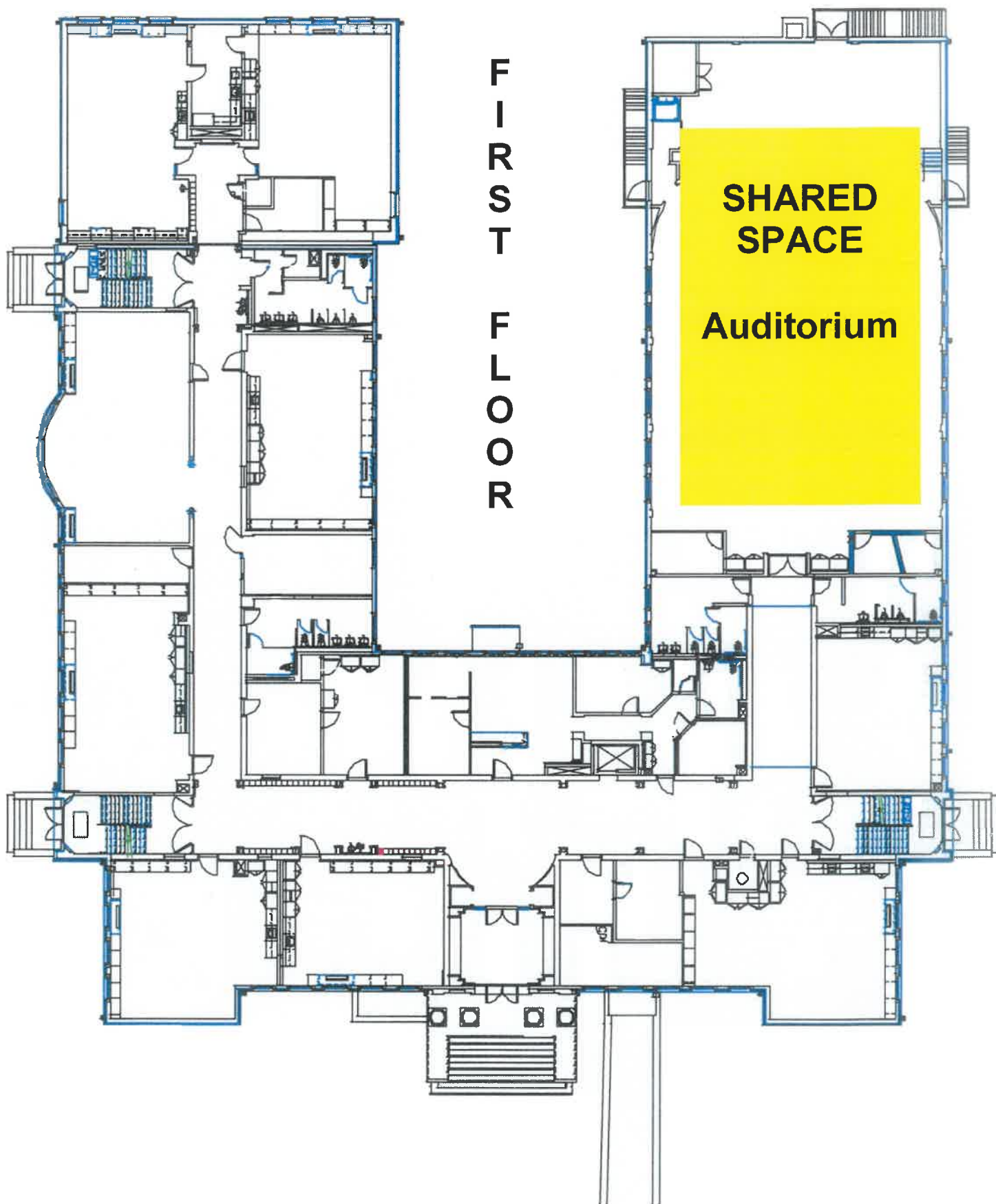
David Twombly, Chair



Date

EXHIBIT A
Shared Spaces





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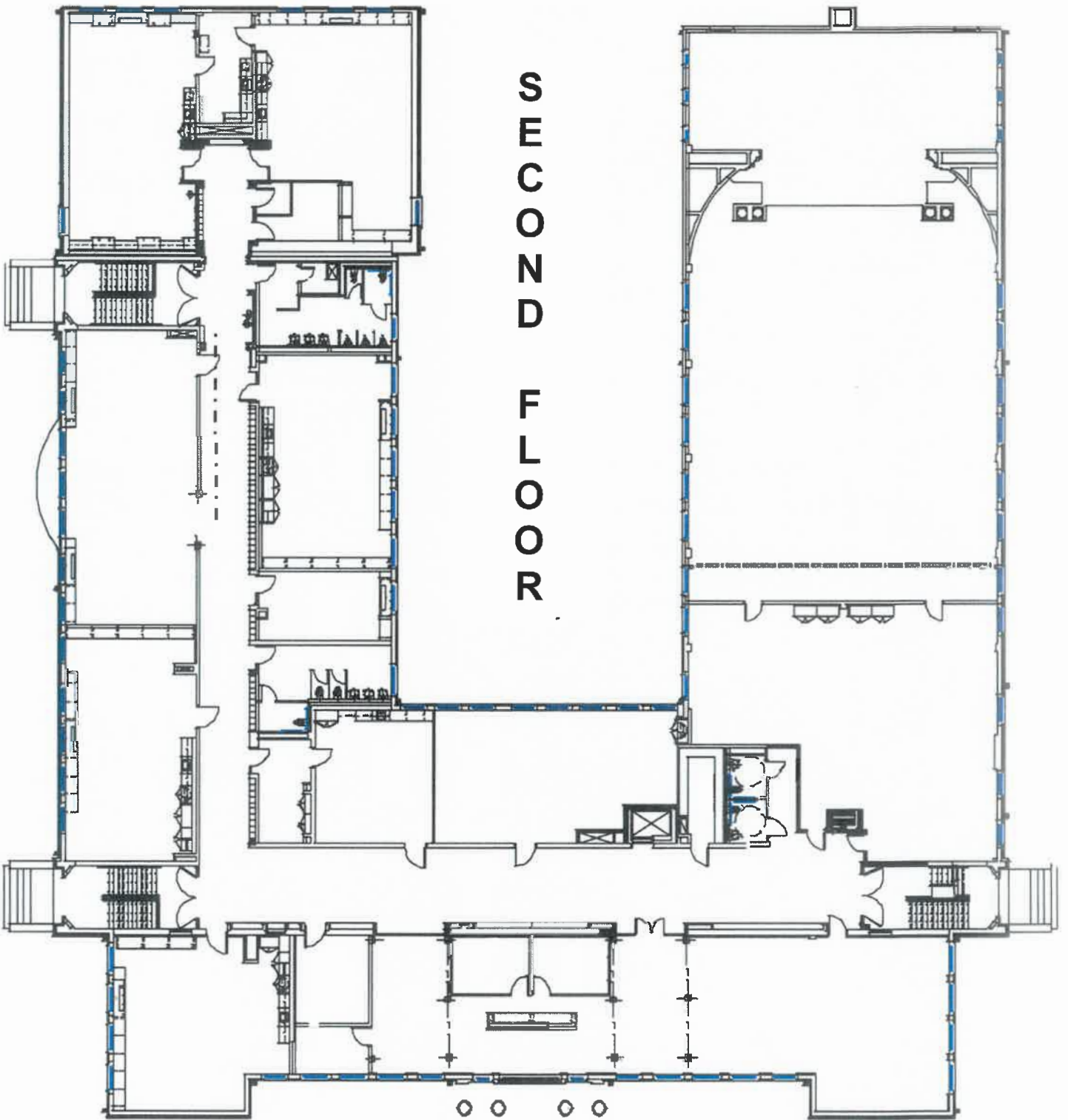


EXHIBIT B

Potential Memorial School Bondable Capital Costs

As of March 11, 2024

	<u>Estimate</u>
Permanent Portico Repairs	500,000
Auditorium Rooftop HVAC Unit	450,000
Replace Phone System	70,000
Improve Gym Handicap Access	
I.T. Switches	15,000
I.T. Other Improvements	



TOWN OF HULL

ALCOHOL LICENSE INFORMATION FORM

NEW ☐ RENEWAL ☒ TRANSFER ☐AMENDMENT ☐
☐ CHANGE OF MANAGER (COM)*
☐ CHANGE OF HOURS (COH)
☐ OTHER
ONE DAY ☐ Date: _____

FEB - 5 2024

FOR LICENSING AUTHORITY USE

Full Legal Name of Business: Bayside Marketing Systems Inc.Business Name (dba) if different: Jakes SeafoodFID of Licensee: [REDACTED] Address of Premises: 50 George Washington BlvdPhone Number of Premises: 181-925-1824 Business Email: _____Business Mailing Address: ☐ Same as above P.O. Box 262 Hull MA 02045Owner of Business: James E. O'BrienManager of Record: James E. O'BrienPhone: [REDACTED] Residential Address: [REDACTED]

*Proposed Manager (must file COM with ABCC): _____

Phone: _____ Residential Address: _____

Applicant's (authorized) Signature [Signature] Date: 2-1-2024

By signing above you are verifying the accuracy of all information

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

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) 124 Indoor 36 Outdoor 165 Total

Occupancy Number: _____

Entertainment License: ☐ Yes ☒ No

Request for New Year's Eve Extension?

☐ YES☒ NO



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

SELECTMEN'S OFFICE FEE: \$50.00
FEB - 5 2024
(Date Received)

APPLICATION FOR COMMON VICTUALER

NEW ☐ RENEWAL ☒ TRANSFER ☐ AMENDMENT ☐

<input type="checkbox"/> CHANGE OF MANAGER
<input checked="" type="checkbox"/> CHANGE OF HOURS
<input type="checkbox"/> ONE DAY
<input type="checkbox"/> 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: James Edward O'Brien
Applicant's Legal Home Address: [REDACTED]
Applicant's Mailing Address (if different):
Applicant's Home Telephone Number: [REDACTED] Cell Phone: [REDACTED]
Applicant's E-Mail Addresses: Primary Bunkjdb@aol.com Secondary
Applicant's (authorized) Signature [Signature] Date: 2-1-2024

By signing above you are verify the accuracy of all information

Full Legal Name of the Business: Bayside Marketing Systems DBA James Seaford
Full Street Address of the Business: 50 George Washington Blvd.
Mailing Address of the Business (if different): P.O. Box 262 Hull MA 02045
Telephone Number of the Business (if different): [REDACTED]
Current Owner/Manager of Record: James O'Brien
E-Mail Addresses of the Business (if different): [REDACTED]
FID of the License: [REDACTED]

Do you own ☒ or lease ☒ the premises? OWN Building lease LAND
If leasing, please provide the name and address of the lessor: Town of Hull

SECTION 2 – LICENSE CLASS

(Check One)

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

Expected date to open: March 28 2024 Expected date to close: December 31, 2024

*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: No Plans currently

SECTION 3 - HOURS OF OPERATION

☒ NO CHANGES

☒ CHANGE OF HOURS

☒ SEE ATTACHED

OPEN: Mon: _____ Tues: _____ Wed: _____ Thurs: _____ Fri: _____ Sat: _____ Sun: _____

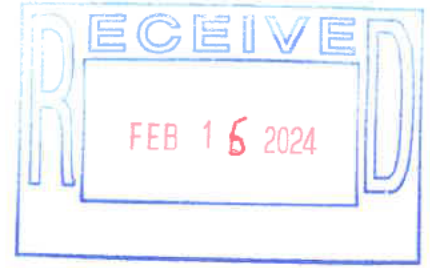
CLOSE: Mon: _____ Tues: _____ Wed: _____ Thurs: _____ Fri: _____ Sat: _____ Sun: _____

SEE OTHER SIDE

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

Bayside Marketing Systems inc.

DBA Jake's Seafood



Days and Hours of operation for 2024

April 1st.-28th

Open Wednesdays – Sundays 7am-11pm

Closed Mondays & Tuesdays

April 29th -September 2nd.

Open Wednesdays – Mondays 7am -11pm

Closed Tuesdays (we will apply for one day license to open Tuesday July 2nd. For holiday week)

September 4th – November 24th Wednesdays – Sundays 7am -11pm

Hull AS2023-20

LICENSE

ABCC 00005-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

Tb: Bayside Marketing Systems, Inc., dba Nantasket Lobster Pound/Jakes Seafood,

James E. O'Brien, Manager

Located at: 50 George Washington Boulevard

On the following described premises: One story wooden frame building consisting of a kitchen, dining room. No cellar. Two entrances, three exits. A patio with one entrance through the dining room.

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 there under 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 First day of April 2023.

The Hours during which

Alcoholic Beverages may be sold are:

8:00am-1:00am | Monday, Wednesday-Saturday

10:00am-1:00am | Sunday and Tuesday, July 4, 2023

CLOSED | Tuesday

Donna Pursel

Greg Grey

Irwin Nesoff

Domenico Sestito

} Licensing
Authorities

Unless otherwise advised by Licensing Authority

LICENSE NUMBER 2023-19

FEE \$50.00

THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF HULL

This is to Certify that **Bayside Marketing Systems Inc, dba Nantasket Lobster Pound/Jakes Seafood**

James E. O'Brien , Manager located at 50 George Washington Blvd

IS HEREBY GRANTED A

COMMON VICTUALLER'S LICENSE

In said Hull and at that place only and expires December thirty-first 20 23 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 of Operation:

7:00am-1:00am | Monday, Wednesday-Saturday

10:00am-1:00am | Sunday and July 4, 2023

CLOSED | Tuesdays

/s/ Donna Pursel

/s/ Greg Grev

/s/ Irwin Nesoff

/s/ Domenico Sestito

} Licensing
Authorities

ISSUED: March 15, 2023

(OVER)



TOWN OF HULL
ALCOHOL LICENSE INFORMATION FORM
NEW ☐ RENEWAL ☐ TRANSFER ☐

☒ **ONE DAY LICENSE** June 28 2024
AMENDMENT ☐

FOR LICENSING AUTHORITY USE

MAR - 6 2024

APPROVAL. #3

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: 3/6/24

By signing above you are verifying the accuracy of all information

License Class: ☐ Annual ☐ Seasonal ☒ **One Day (1 + 1 Day[s])** Nature of Event: 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: _____ Wed: _____ Thurs: _____ Fri: 7-9 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

Correspondence # 1

From: Chris Reale [REDACTED]
Sent: Wednesday, March 6, 2024 10:51 AM
To: Constable, Jennifer <[REDACTED]>
Cc: Diana [REDACTED]
Subject: Re: Temporary Closure

Hey Jen

Hope you are doing well. We would like to forfeit our liquor license for Paragon Entertainment Ventures effective March 31. I'm not sure if you need any paperwork from us or the formal process so wanted to reach out. Happy to provide a formal letter request if needed or fill out paperwork. Just let us know. Our insurance coverage will be lapsing on that date and we will not be renewing it.

Thanks!