



TOWN OF WILMINGTON

**121 GLEN ROAD
WILMINGTON, MA 01887**

**THE OFFICE
OF TOWN CLERK**

**VOICE (978) 658-2030
FAX (978) 657-7564**

Date: July 7, 2021

To: Jeffrey Hull
Town Manager

From: Christine Touma-Conway
Town Clerk *CTC*

Subject: Dog Registrations

This year has brought much consternation over the issuance of late fees and fines to citizens who have not timely registered their dogs. The purpose of this memorandum is to provide a timeline for changes that have been made in the past two years, along with plans to improve our process in the future.

In past years, dog registration forms were sent with each census form mailed out. We mail approximately 12,000 census forms annually, and have approximately 2,500 dog owners, thus this process was expensive, inefficient, and actually caused confusion amongst non-dog owners, who would call to make sure the Clerk's office knew they DID NOT have a dog.

To save money, reduce confusion, and be more efficient, we stopped sending registration forms with each Census Form in 2020. Instead, dog owners were sent reminder notices directly, by email to those we had email addresses for, and by regular mail for those we did not.

In 2020, all late fees and fines were waived due to COVID, therefore the impact of this change was not immediately felt. Many dog owners did not even register their dogs in 2020. But because we have been back in the office full time serving the public by meeting them at the front door, at our office window, by phone, through the mail, and online since June of 2020, all fees were re-implemented for the 2021 Dog Registration season.

In 2021, multiple means of reminding owners about dog registration were used. In addition to the citation notices sent out by regular mail in June 2021, registration

reminders were sent by email and mail (depending on the information we had for each dog owner) in December 2020 and May 2021. Notices about dog registration, due dates, late fees and the potential for institution of noncriminal fines were placed in the January and April Town Topics newsletters. Finally, registration reminders were noted on the January 2021 Town Calendar page, and on the Rotary Park sign board from January 28 through February 11, 2021.

It should be noted that in the prior years, no individual reminders were sent prior to the addition of the late fee after March 31, nor prior to the mailing of the citations on June 1. Both the late fee and fines are part of the Inhabitant Bylaws of the Town of Wilmington, having been approved at the April 30, 2016 Annual Town Meeting, and the Office of Town Clerk is charged with implementing the provisions of these bylaws.

We have reviewed our process and have resolved to improve it in several ways, all of which will be in addition to the methods reflected above:

1. Include a reminder on the opposite side of the Annual Town Census Form that dog registrations for the upcoming year begin in December of the preceding year and run through March 31. Provide on the census form links to the website for the Registration Form and our phone number for questions or to have a form mailed to dog owners who are not “online.”
2. Re-design the Registration Form to make it clear that if a dog owner provides an email address, that address will be used to communicate with them, including all registration reminders.
3. Increase the number of times reminders are sent out to include notices in December to all dog owners, and thereafter reminders to those who remain unregistered at the beginning of February and March, and finally at the start of May. Each notice will contain information about due dates, late fees and fines.
4. Utilize the Wilmington Apple, WCTV and Town social media platforms to remind of registration requirements, especially as deadlines to avoid late fees and fines approach. I would also recommend using the Town Crier and any other newspaper, but only if they would include such notices as a public service. I would not recommend paying to advertise deadlines.
5. Ensure the information is provided to the Board of Selectmen for inclusion on its agenda under “Important Dates” starting in December.
6. Include information on the Town Clerk’s page of the website (this has always been done, but display it more prominently).

All of the above additional steps notwithstanding, it should be noted that ultimately, the burden of registering one’s dog is a matter of Massachusetts state law and the Inhabitant Bylaws of the Town of Wilmington. We are always here to provide guidance, answer questions, and deal with specific situations of individual dog owners as they arise.



Wilmington, Massachusetts

INTER-DEPARTMENTAL COMMUNICATION

FROM THE TOWN MANAGER

July 9, 2021

TO: Board of Selectmen

RE: Massachusetts School Building Authority Initial Compliance Certificate

As noted in prior communications, the Town is responsible for completing several tasks during the Massachusetts School Building Authority (MSBA) Eligibility Period. That Eligibility Period formally began on July 1, 2021 and continues through March 28, 2022. The culmination of the Town's efforts will be the successful approval of an appropriation for feasibility and schematic design services for a school. The first major deadline during the Eligibility Period is submission of the Initial Compliance Certification (ICC) form. This document establishes the terms and conditions to which the Town must agree in order to participate in this MSBA funding program. The ICC must be signed by the Chairman of the Board of Selectmen, the Chairman of the School Committee and the Superintendent of Schools. The MSBA must receive the fully executed ICC no later than July 30, 2021.

Mark Reich, Town Counsel, has reviewed the document and notes that it is standard language that the MSBA requires of participating communities. He stated that he does not see any specific issues with the language in the document and recommends that the Town carefully read the certificate to confirm that it can comply with the requirements. The Town is prepared to fully comply with the terms established in the ICC.


Jeffrey M. Hull
Town Manager

cc: Kerry Colburn-Dion, Assistant Town Manager/Human Resources Director
George Hooper, Public Buildings Superintendent

Massachusetts School Building Authority

Deborah B. Goldberg
Chairman, State Treasurer

James A. MacDonald
Chief Executive Officer

John K. McCarthy
Executive Director / Deputy CEO

INITIAL COMPLIANCE CERTIFICATION TOWN OF WILMINGTON WILDWOOD ELEMENTARY SCHOOL MSBA Project No. 202003420015

This Initial Compliance Certification ("ICC") must be completed by all Eligible Applicants who have submitted a Statement of Interest to the Massachusetts School Building Authority (the "Authority") and have been invited into the Eligibility Period. The Authority will not consider a District to be eligible for a school building repair, renovation or construction grant until after the District has properly submitted an ICC in the form and manner prescribed by the Authority. Each District shall exercise due diligence in ascertaining and certifying the truth, completeness and accuracy of each of following statements, acknowledgements, certifications, agreements and representations. The Eligible Applicant shall also have a continuing duty throughout the Eligibility Period, a Feasibility Study, and all phases of a Proposed Project or Approved Project to inform the Authority in writing when it becomes aware of information that impairs the truth, completeness or accuracy of any of the following statements, acknowledgements, agreements or representations. The Authority's reference to certain of its regulations, policies, procedures, guidelines and standards in this ICC shall not be construed in any way as a waiver of any of its other regulations, policies, procedures, guidelines, or standards and the Authority's reference to a portion of a regulation, policy, procedure, guideline, or standard, or paraphrasing thereof, shall not be construed as a waiver of the remainder.

Unless otherwise specified, all capitalized terms shall have the meanings ascribed to such terms in M.G.L. c. 70B or 963 CMR 2.00 et seq.

1. The Town of Wilmington ("District") hereby certifies that it shall remain in compliance with, the provisions of M.G.L. c. 70B, Chapter 208 of the Acts of 2004, 963 CMR 2.00 *et seq.*, and all other applicable statutes, rules, policies, procedures, guidelines and standards of the Authority.
2. The District hereby certifies and represents that all meetings of all public bodies in the District that relate in any way to the Proposed Project including, but not limited to, the meetings of the District's school building committee, have been conducted, and shall be conducted, in compliance with the provisions of G.L. c. 30A, §§ 18 – 25, 940 CMR 29.00 *et seq.*, and all other applicable law.
3. The District hereby acknowledges and agrees that the school building renovation and construction grant program established by M.G.L. c. 70B is a discretionary program based on need, as determined by the Authority. The District hereby further acknowledges and agrees that it shall have no entitlement to receive approval or funding

Massachusetts School Building Authority

Deborah B. Goldberg
Chairman, State Treasurer

James A. MacDonald
Chief Executive Officer

John K. McCarthy
Executive Director / Deputy CEO

for a Proposed Project or for any other purpose except at the sole discretion of the Authority.

4. The District hereby agrees to work in collaboration with the Authority in all phases of the process, including at least: (a) identifying perceived deficiencies with school buildings, (b) validating those deficiencies, (c) identifying educationally and financially sound solutions to validated deficiencies, (d) agreeing on a project scope and budget, (e) implementing a solution as agreed upon, and (f) the final project audit and close-out. The District hereby further acknowledges and agrees that, to remain eligible for project approval and potential funding from the Authority, the District must work collaboratively and in cooperation with the Authority through all phases of the Authority's process including, at a minimum, the phases described above, to the satisfaction of the Authority.
5. The District hereby acknowledges and agrees that in order to qualify for any funding from the Authority, the District must comply with M.G.L. c. 70B and 963 CMR 2.00 *et seq.* which require the Authority's collaboration and approval at each step of the school facility grant approval process and further acknowledges and agrees that any actions taken, costs incurred or agreements entered into for the repair, renovation or construction of school facilities without the explicit prior written approval of the Authority shall not be eligible for grant funding.
6. The District hereby certifies, and can demonstrate, that it has expended at least the minimum amount of the District's calculated foundation budget amounts for the purposes of foundation utility and ordinary maintenance expenses and extraordinary maintenance allotment as defined in M.G.L. c. 70, and as required by the provisions of M.G.L. c. 70B, § 8, 963 CMR 2.10(2)(c) & 2.17, and hereby further acknowledges and agrees that the Authority may not approve any project for any school district that fails to meet such minimum maintenance expenditure requirements.
7. The District hereby certifies that the perceived deficiencies, as set forth in the Statement of Interest submitted to the Authority for this Proposed Project, in whole or in part, are not a result of negligence by the District; are not under warranty with material suppliers or installers; are not the subject of, nor could be the subject of, ongoing litigation by the District or, if so, the District has notified the Authority in writing of such ongoing or potential litigation and has provided and will continue to provide the Authority with information about such ongoing or potential litigation to the satisfaction of the Authority in its sole discretion; are not a result of inadequate routine or capital maintenance by the District; are not covered by available insurance proceeds.
8. The District hereby certifies that, if invited to collaborate with the Authority to conduct a Feasibility Study, it will study and consider all available options for remedying the

Massachusetts School Building Authority

Deborah B. Goldberg
Chairman, State Treasurer

James A. MacDonald
Chief Executive Officer

John K. McCarthy
Executive Director / Deputy CEO

deficiencies asserted in the Statement of Interest, including, to the extent applicable, regionalization or tuition agreements with adjacent school districts, district assignment policies within the school district, rental or acquisition and any necessary rehabilitation or usage modification of any existing building which could be made available for school use.

9. The District hereby acknowledges and agrees that, before the Authority can grant final approval of a Project, the District must vote to authorize and appropriate the full amount of funding for the Proposed Project that is necessary to meet the total project budget as agreed to by the Authority and as described in 963 CMR 2.10 (10)(c) and shall use any standard formats and language established or developed by the Authority to draft warrant articles, motions, orders, votes, and ballot questions related to the funding for the Proposed or Approved Project. The District shall submit its draft language for warrant articles, motions, orders, votes, and ballot questions to Authority for its review prior to its publication or use.
10. The District hereby acknowledges and agrees that, in connection with a Proposed Project or an Approved Project, it shall use any standard forms; standard formats for local votes and approvals; standard contract documents; and any standard contract language and clauses that may be established or developed by the Authority, and as may be amended by the Authority from time to time.
11. The District hereby acknowledges and agrees that it shall submit to the Authority, and shall comply with the terms of, any certifications, statements, forms, affidavits, and agreements that the Authority may require for a Proposed or Approved Project and that any such certifications, statements, forms, affidavits, and agreements shall be completed, duly executed and submitted in a form and manner prescribed by or otherwise acceptable to the Authority.
12. The District hereby acknowledges and agrees that no Total Facilities Grant, or any portion thereof, shall be disbursed by the Authority for a Proposed Project or an Approved Project until after a Feasibility Study Agreement, where required by the Authority, and a Project Funding Agreement, have been executed by duly authorized representatives of both the District and the Authority.
13. The District hereby certifies that it has provided or will provide the Authority with all Audit Materials requested by the Authority in connection with any Assisted Facility including, but not limited to, Prior Grant Projects, Waiting List Projects, and any other school building projects for which the District has received or will receive funding from the Authority or the Commonwealth. The District hereby further acknowledges and agrees that it shall continue to cooperate with the Authority and provide any additional

Massachusetts School Building Authority

Deborah B. Goldberg
Chairman, State Treasurer

James A. MacDonald
Chief Executive Officer

John K. McCarthy
Executive Director / Deputy CEO

documentation or information that may be requested by the Authority in connection with any Assisted Facility.

14. The District hereby certifies that the school building for which it has submitted a Statement of Interest is not a school building that has been the site of an approved school project pursuant to G.L. c. 70B or chapter 645 of the Acts of 1948 within the ten (10) years prior to the Proposed Project's application date, or, in the alternative, that the Proposed Project would be unrelated to such previously approved project in the same school building. The District acknowledges and agrees that only the Authority, in its sole discretion, can make the determination as to whether a Proposed Project is to be deemed unrelated to a previously approved project in the same school building. Any such determination shall be made in writing by the Authority prior to the execution of this ICC.
15. The District hereby certifies that prior to submitting any part of its Application to the Authority, it has not sold, leased, or otherwise removed from service any schoolhouse operated by the District, or portion thereof, within the last ten (10) years, or that, if it has done so, the Authority has determined in writing, pursuant to M.G.L. c. 70B, § 15(c): (1) that the grant sought by the District is not for the purpose of replacing such schoolhouse, or (2) that the need for the Proposed Project could not have been reasonably anticipated at the time that such schoolhouse was sold, leased, or otherwise removed from service. Further, the District acknowledges and agrees that only the Authority, in its sole discretion, can make the determination as to whether a Proposed or Approved Project replaces a schoolhouse that was sold, leased or otherwise removed from service and whether the need for the Proposed Project could not have been reasonably anticipated at that time. Any such determination shall be made in writing by the Authority prior to the execution of this ICC.
16. The District hereby acknowledges and agrees that, if it sells, leases, or otherwise removes from service an Assisted Facility, or portion thereof, that the Authority may stop making grant payments associated with the Assisted Facility, may recapture the financial assistance that the Assisted Facility has received from the Authority or the Commonwealth, and may decline to approve any future grants for the District.
17. The District hereby acknowledges and agrees that, as part of a Feasibility Study where a new school option is among the options that may be studied, the District shall study potential sites for the Proposed Project and hereby acknowledges and agrees that it shall base its site selection for a Proposed or Approved Project on, among other things, cost and environmental factors, including an awareness of soil conditions and their probable effect on foundation and site development costs, transportation effects, dislocation of site occupants and relationship to other community facilities. The District further

Massachusetts School Building Authority

Deborah B. Goldberg
Chairman, State Treasurer

James A. MacDonald
Chief Executive Officer

John K. McCarthy
Executive Director / Deputy CEO

acknowledges and agrees that if the Authority were to approve a project for the District, (a) the Authority will not pay for any costs associated with acquiring the site or remediating the site, and (b) the District shall comply with the Authority's specifications and requirements for the site, including, but not limited to, any applicable site cost regulations, policies, guidelines and standards, and any cap on site costs that the Authority may establish from time to time.

18. The District hereby acknowledges and agrees that throughout the planning and construction of an Approved Project, if such final approval is received from the Authority, the District shall follow procedures and practices satisfactory to the Authority such as will assure maximum attention to the operating and capital cost effects of program and design decisions, materials and systems selections.
19. The District hereby certifies that it is current on any payments that it may owe to the Authority and does not have any outstanding amounts past due to the Authority.
20. The District hereby certifies that it is unaware of any lawsuit filed in a court of law against the Authority to which the District is a party and further certifies that it is unaware of any other lawsuit filed in a court of law against either the Authority or the District in relation to the District's Statement of Interest, Proposed Project, or Approved Project.
21. The District hereby certifies that it has specifically read the provisions of 963 CMR 2:03 (2)(a)-(q) and certifies that it has met or will meet each of the requirements described therein and further acknowledges and agrees that the District's failure to comply with each requirement, as determined by the Authority, may be grounds for, among other things, denial of a Total Facilities Grant, rescission of a Total Facilities Grant already issued, or the suspension, termination, or recoupment of reimbursement payments made by the Authority to the District.
22. The District hereby certifies that it has a school specific Multi-Hazard Evacuation Plan for each school under the superintendent's supervision and is in compliance with Section 363 of Chapter 159 of the Acts of 2000.
23. The District hereby acknowledges and agrees that if the District and the Authority execute a Feasibility Study Agreement or Project Funding Agreement, the District shall promptly develop, implement and actively pursue a fraud, waste and abuse detection and prevention program in connection with any Proposed Project or Approved Project and develop written procedures to detect and prevent fraud, waste and abuse.

Massachusetts School Building Authority

Deborah B. Goldberg
Chairman, State Treasurer

James A. MacDonald
Chief Executive Officer

John K. McCarthy
Executive Director / Deputy CEO

24. The District hereby certifies that the Eligible Applicant or its designee who will be in charge of the procurement for the Proposed or Approved Project is, or will be prior to the procurement of any services for the Proposed Project, duly certified as a Massachusetts Certified Public Purchasing Official ("MCPPO") for design and construction contracting in the MCPPO Program administered by the Inspector General of the Commonwealth of Massachusetts.
25. The District hereby acknowledges and agrees that any Approved Project for the construction of a new facility, or for the addition to or renovation of an existing school facility, for which the District is seeking partial funding from the Authority shall have an anticipated useful life of fifty (50) years as a public school in the District as required by 963 CMR 2.03 (2)(b).
26. The District hereby certifies that it has read and understands the provisions of 963 CMR 2.19 and acknowledges and agrees that if the Authority determines that any false or intentionally misleading information or documentation has been provided to the Authority by or on behalf of the District, either in relation to this Initial Compliance Certification or in support of any effort to influence any action by the Authority, or if the District or its agents do any other act affecting the integrity of the Authority's Program, the Authority may suspend or revoke any and all grant payments approved for the District; may recover any previous payments made to the District; and may prohibit the District from receiving a Total Facilities Grant for a period of time to be determined by the Authority.
27. The District hereby acknowledges and agrees that the Authority shall have free access to, and open communication with, any Owner's Project Manager hired by and/or assigned to the Project by the District and that the Authority shall have full and complete access to all information and documentation relating to the Project to the same extent that the District has such access. The District agrees that it shall require any such Owner's Project Manager to fully cooperate with the Authority in all matters related to the Project; to promptly communicate, transmit, and/or make available for inspection and copying any and all information and documentation requested by the Authority; to fully, accurately and promptly complete all forms and writings requested by the Authority; and to give complete, accurate, and prompt responses to any and all questions, inquiries and requests for information posed by the Authority. The District agrees that it shall not in any way, directly or indirectly, limit, obstruct, censor, hinder or otherwise interfere with the free flow of communication and information between the Owner's Project Manager and the Authority in all matters related to the Project and as provided herein; that it shall not suffer the same to occur by the act or omission of any other person or entity; and that it shall not retaliate against the Owner's Project Manager for communicating information to the Authority as provided herein. The District agrees to execute, deliver and/or

Massachusetts School Building Authority

Deborah B. Goldberg
Chairman, State Treasurer

James A. MacDonald
Chief Executive Officer

John K. McCarthy
Executive Director / Deputy CEO

communicate to the Owner's Project Manager any and all authorizations, approvals, waivers, agreements, directives, and actions that are necessary to fulfill its obligations under this paragraph. The District further agrees that the Authority shall bear no liability whatsoever arising out of the Authority's knowledge or receipt of information communicated to the Authority by the Owner's Project Manager and that the District shall remain responsible for the management and completion of the Project.

28. The District hereby acknowledges and agrees that, if the District wishes to utilize an existing District employee as its Owner's Project Manager pursuant to M.G.L. c. 149, § 44A½, the employee shall meet the minimum requirements established by law and any additional requirements that may be established by the Authority. The District further acknowledges and agrees that it shall complete the application form and certification developed by the Authority before the Authority will consider or approve the use of an existing District employee as an Owner's Project Manager.
29. The District acknowledges and agrees that it shall be solely responsible for the timely and effective communication and distribution of all public information about the Proposed Project to the local community including, but not limited to, elected and appointed officials, boards, committees, commissions, agencies, departments, voters, community and neighborhood organizations, advocacy groups, the media, and the general public. The District shall be solely responsible for the timely identification of, and outreach to, all individuals and entities that may have an interest in the Project or that may be affected by the Project and shall be solely responsible for responding to inquiries about local procedures, financing, budgets, site selection, educational programs, historic preservation issues, voter information, and other project-related information to which the District has access in a timely and effective manner. The District further acknowledges and agrees that the Authority shall not bear any responsibility for developing or maintaining community support for the Proposed Project which shall be the sole responsibility of the District.
30. The District acknowledges and agrees that it shall duly appropriate and authorize the full amount of the funding for a Feasibility Study within the timeframe prescribed by the Authority following the vote of the Authority's Board to invite the District into the Eligibility Period. The District shall not be eligible for an invitation into Feasibility Study unless and until local funding for the Feasibility Study has been secured.
31. The District acknowledges and agrees that it shall complete, to the Authority's satisfaction, all applicable Eligibility Period prerequisites established by the Authority before the Board of the Authority will invite the District to collaborate with the Authority on a Feasibility Study and the Authority will execute a Feasibility Study Agreement including, but not limited to, the submission of a School Building Committee

Massachusetts School Building Authority

Deborah B. Goldberg
Chairman, State Treasurer

James A. MacDonald
Chief Executive Officer

John K. McCarthy
Executive Director / Deputy CEO

membership form to the Authority for acceptance; enrollment information through the Authority's online Enrollment Projection tool; an Educational Profile Questionnaire; a summary of the District's existing maintenance practices; a duly executed Design Enrollment Certification for the Proposed Project; a certified copy of the vote authorizing the District to enter into and be bound by terms of the Feasibility Study Agreement, where applicable; certified copies of all local funding votes to authorize and appropriate funding for the Feasibility Study for the Proposed Project, all in the form and manner required by the Authority.

32. The District acknowledges and agrees that it shall complete, to the Authority's satisfaction, all prerequisites established by the Authority before the Board of the Authority will approve a Proposed Project and authorize the Authority to execute a Project Scope and Budget Agreement and/or Project Funding Agreement with the District, including, but not limited to, the submission of a detailed breakdown of total project budget; a detailed project scope description; a duly executed Reimbursement Rate Certification; a project schedule through completion; an estimated project cash flow through completion; project site information; a furnishings, fixtures, and equipment list; a certified copy of the vote authorizing the District to enter into and be bound by terms of Project Scope and Budget Agreement and/or Project Funding Agreement, where applicable; certified copies of all local funding votes to authorize and appropriate funding for the Proposed Project; no-action letters from Regional School District member communities, where applicable, all in the form and manner required by the Authority.
33. The District acknowledges and agrees that, a Project Scope and Budget Agreement for a Proposed Project, which arises out of the provisions of an executed Feasibility Study Agreement, will not be approved by the Authority's Board until, on, or after the specific date which shall be set forth in the Feasibility Study Agreement.
34. The District acknowledges and agrees that it shall duly execute a Reimbursement Rate Certification which shall be attached to the Project Scope and Budget Agreement ("PSBA") and Project Funding Agreement ("PFA") before either of them, if any, is executed by the Authority. The District further acknowledges and agrees that the Reimbursement Rate Certification attached to the PSBA and PFA, if any, includes any incentive reimbursement points that may be approved by the Authority's Board for an Approved Project and that such incentive reimbursement points are awarded provisionally and must be earned by the District in accordance with the Authority's requirements. In the event that a District fails to meet the Authority's requirements for earning incentive points that have been provisionally awarded by the Authority's Board, the District acknowledges and agrees that the Authority shall adjust the reimbursement rate and Total Facilities Grant accordingly.

Massachusetts School Building Authority

Deborah B. Goldberg
Chairman, State Treasurer

James A. MacDonald
Chief Executive Officer

John K. McCarthy
Executive Director / Deputy CEO

35. The District specifically agrees to the provisions of M.G.L. c. 70B, § 9(a)
36. The District acknowledges and agrees that it shall be subject to the Authority's regulations, policies, procedures, standards and guidelines throughout the Proposed or Approved Project, as they may be amended from time to time.
37. The District certifies that it has exercised due diligence in ascertaining and certifying the truth, completeness, and accuracy of each of the statements, acknowledgements, certifications, agreements and representations contained in this Initial Compliance Certification
38. The District hereby acknowledges and agrees that the Authority reserves the right to modify and supplement the Initial Compliance Certification form at any time and may require the District to complete a revised Initial Compliance Certification.

By signing this Initial Compliance Certification, I hereby certify that I have read and understand the terms of this Initial Compliance Certification and further certify on behalf of the Eligible Applicant that each of the above statements is true, complete and accurate.

By:
Title: Chief Executive Officer
Date:

By signing this Initial Compliance Certification, I hereby certify that I have read and understand the terms of this Initial Compliance Certification and further certify on behalf of the Eligible Applicant that each of the above statements is true, complete and accurate.

By:
Title: Superintendent of Schools
Date:

By signing this Initial Compliance Certification, I hereby certify that I have read and understand the terms of this Initial Compliance Certification and further certify on behalf of the Eligible Applicant that each of the above statements is true, complete and accurate.

By:
Title: Chair of the School Committee
Date:



Wilmington, Massachusetts

INTER-DEPARTMENTAL COMMUNICATION

FROM THE TOWN MANAGER

July 9, 2021

TO: Board of Selectmen

RE: Water Bans as They Relate to Fundraiser Car Wash Events

During the October 13, 2020 Board of Selectmen's meeting, the Board considered a request from the Friends of Field Hockey to conduct a car wash fundraiser for Sunday, September 12, 2021. During discussions, a concern was expressed that, while the Board might approve the request well in advance of the date, during the months leading up to the event drought conditions may exist leading to a water ban prohibiting or severely restricting property owners from outdoor water usage. It was suggested that it may not be appropriate to authorize such water usage for a car wash if a water ban is in effect at that time. Board members approved the following motion offered by former Selectman Jomarie O'Mahony:

That the Board of Selectmen approve the request of Friends of Field Hockey to conduct a fundraising car wash on Sunday, September 12, 2021 from 9:00 a.m. to 1:00 p.m. (raindate of Sunday, September 19, 2021), with the caveat that in the event water restrictions are in place, the car wash will be prohibited and the organizers notified not later than August 1, 2021.

While the frequency of recent rain events would suggest that a ban on outdoor water usage is unlikely, this remains a possibility. Public Works Director Michael Woods has advised that the state Department of Environmental Protection (DEP) is considering the prospect of issuing restrictions on outdoor water usage for multiple communities in regions of the state. The Public Works Director was scheduled to participate in a Zoom session with representatives from DEP to learn about what the agency may be planning. It is my recommendation that the Board remove the August 1st deadline for notice of the Friends of Field Hockey and require that the Town notify the organization as soon as practicable in the event a ban on outdoor water usage is imposed. Recognizing that the group must engage in publicizing the event and other preparation activities, the Town understands the need to provide timely notice.


Jeffrey M. Hull
Town Manager

cc: Kerry Colburn-Dion, Assistant Town Manager/Human Resources Director
Michael Woods, Public Works Director