



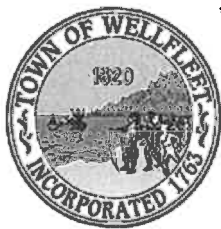
Board of Selectmen

RECEIVED
TOWN OF WELFLEET
2017 JAN -6 PM 2:24

The Wellfleet Board of Selectmen will hold a public meeting on Tuesday, January 10, 2017 at 7:00 p.m. at the Wellfleet Senior Center, 715 Old Kings Highway, Wellfleet, MA 02667. It is anticipated that the meeting will be recorded by the Town. Anyone else desiring to record the meeting may do so only after notifying the chair and may not interfere with the conduct of the meeting in doing so.

- I. **Announcements, Open Session and Public Comment [7:00]** *Note: Public comments must be brief. The Board will not deliberate or vote on any matter raised solely during Announcements & Public Comment.*
- II. **Public Hearing(s) [7:05]- NONE**
- III. **Licenses**
 - A. **Common Victualers Business License Renewals:** Blue Willow Fine Foods, Bookstore Restaurant, Ceraldi, Chequessett Yacht and Country Club, Emack & Bolio's, Finely JP's, Harbor Stage Company, Marconi Beach Restaurant, Maurice's Campground Inc., PB Boulangerie Bistro, Pearl Restaurant, Sunbird, The Wagner at Duck Creek, Wellfleet Cinemas, Wellfleet Donuts, Wellfleet Drive-In Flea Market, Wellfleet Miniature Golf, Dairy Bar and Grill, Dairy Bar and Grill, The Wicked Oyster
 - B. **Sunday Entertainment License Renewal:** Bookstore & Restaurant, Inc., PB Boulangerie Bistro, The Wagner at Duck Creek, The Wicked Oyster
 - C. **Weekday Entertainment License Renewal:** Bookstore & Restaurant, Inc., Finely JP's, Harbor Stage Company, PB Boulangerie Bistro, Pearl Restaurant, The Wagner at Duck Creek, Wellfleet Cinemas, Wellfleet Drive-In Flea Market, Wellfleet Miniature Golf Dairy Bar and Grill, The Wicked Oyster
 - D. **Flea Market License Renewal:** Wellfleet Drive-In Flea Market
 - E. **Class II License Renewal:** L&R Auto
- IV. **Appointments/Reappointments**
 - A. Emily Beebe to Bike and Walkways Committee with term ending June 30, 2019
- V. **Use of Town Property**
 - A. Request of Ragnar Events LLC to use White Crest Beach and Newcomb Hollow Beach parking lots on May 13, 2017 from 7:30 am to 5 PM for baton exchange location for runners.
 - B. Request of WOMR/John Braden for Wellfleet Sprint Triathlon on June 3, 2017 from 8 am to 11 am to use: Long Pond for ¼ mile swim including grassy area and parking lot; Long Pond Rd.; Lawrence Rd.; Gross Hill Rd.; Ocean View Dr.; WES parking lot
- VI. **Business**
 - A. Wellfleet Harbor Mapping update/wrap-up [Mark Borrelli]
 - B. Discussion on the new Marijuana Law [Chief Fisette]
 - C. Authorize the TA to sign construction supervision contract and contract addendum with Coastal Engineering for Tennis Court reconstruction project [TA]
 - D. Authorize the TA to sign contract with John Ramsey, Principal Coastal Engineer of Applied Coastal Research and Engineering, Inc., for work with the Natural Resources Advisory Board
 - E. Authorization to renew the LCCATV contract
 - F. Dredging alternative. (Art 26, 2016 ATM) & Mayo Creek Restoration Project update [John Riehl]

- G. New development plans based on recent court ruling Cumberland Farms vs ZBA [David Agger]
- H. Approval of Cemetery Gift Fund [TA]
- VII. **Town Administrator's Report**
- VIII. **Topics for Future Discussion**
- IX. **Correspondence and Vacancy Report**
- X. **Minutes** [November 22, December 6, December 13 & December 19, 2016]
- XI. **Executive session and Adjournment**
 - A. Pursuant to G.L. c. 30A, §21(a)(1), to discuss the reputation, character, physical condition or mental health, rather than professional competence, of an individual, or to discuss the discipline or dismissal of, or complaints or charges brought against, a public officer, employee, staff member or individual.
 - B. Pursuant to G.L. c. 30A, §21(a)(3), to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares.
 - C. Approval of and consideration to release 2016 Executive Session Minutes



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Tuesday, January 10, 2017

III

LICENSES

REQUESTED BY:	Various Businesses
DESIRED ACTION:	Approve Licenses
PROPOSED MOTION:	<p>I move to vote to approve the following licenses:</p> <p>Common Victualers Business License Renewals: Blue Willow Fine Foods, Bookstore Restaurant, Ceraldi, Chequessett Yacht and Country Club, Emack & Bolio's, Finely JP's, Harbor Stage Company, Marconi Beach Restaurant, Maurice's Campground Inc., PB Boulangerie Bistro, Pearl Restaurant, Sunbird, The Wagner at Duck Creek, Wellfleet Cinemas, Wellfleet Donuts, Wellfleet Drive-In Flea Market, Wellfleet Miniature Golf, Dairy Bar and Grill, Dairy Bar and Grill, The Wicked Oyster</p> <p>Sunday Entertainment License Renewal: Bookstore & Restaurant, Inc., PB Boulangerie Bistro, The Wagner at Duck Creek, The Wicked Oyster</p> <p>Weekday Entertainment License Renewal: Bookstore & Restaurant, Inc., Finely JP's, Harbor Stage Company, PB Boulangerie Bistro, Pearl Restaurant, The Wagner at Duck Creek, Wellfleet Cinemas, Wellfleet Drive-In Flea Market, Wellfleet Miniature Golf Dairy Bar and Grill, Dairy Bar and Grill, The Wicked Oyster</p> <p>Flea Market License Renewal: Wellfleet Drive-In Flea Market</p> <p>Class II License Renewal: L&R Auto</p>
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____



BOARD OF SELECTMEN

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IV

APPOINTMENTS

REQUESTED BY:	Emily Beebe
DESIRED ACTION:	Fill a vacancy on the Bike and Walkways Committee
PROPOSED MOTION:	I move to vote to appoint Emily Beebe to the Bike and Walkways Committee with term ending June 30, 2019.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____



TOWN OF WELLFLEET
APPLICATION FOR TOWN BOARDS & COMMITTEES MEMBERSHIP

Wellfleet depends on its citizens to carry out many of our government's activities. Your community needs your help. *Please volunteer.*

FILL OUT THE FORM BELOW and mail or bring it to:
Wellfleet Selectmen's Office, Town Hall, 300 Main Street, Wellfleet, MA 02667

☐ Name Emily Beebe Date 12/7/16

Mailing Address 20 Cannon Hill Rd, Wellfleet 02667

Phone (Home) 508-280-0138 (cell)

E-mail emilybeebe7@gmail.com

☐ Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: Have served on various town

committees in Wellfleet + Provincetown.

☐ Please add any other information that you think may be useful, including education or other formal training, specialized courses, professional licenses or certifications, etc.:

Pertaining to B&W, I am a cyclist.

☐ Committees/Boards of Interest: 1) Bike and walkways
2)
3)

DEC 12 2016



BOARD OF SELECTMEN

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V

USE OF TOWN PROPERTY

REQUESTED BY:	Ragnar Events
DESIRED ACTION:	Approve use of White Crest and Newcomb Hollow beaches on 5/13/17
PROPOSED MOTION:	I move to vote to approve the application from Mike Dionne/Ragnar Events use White Crest and Newcomb Hollow beaches parking lot for exchange point for runners during a Running Relay on May 13, 2017, 7:30 am–5pm with use fee of \$TBD, event organizer to furnish proof of liability insurance, responsible for trash removal, portable toilets and cost of police details. Wilson seconded the motion. (2016 event fee was \$500)
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

TOWN OF WELFLEET
APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

Applicant Mike Dionne

Affiliation or Group Ragnar Events, LLC

Telephone Number 617-686-3216

Mailing Address 7 Donna Pass Hopkinton ma 01748
12S 400W 2nd Fl, Salt Lake City, UT 84101

Email address mdionne@ragnarrelay.com

Town Property to be used (include specific area) White Crest Beach parking lot and Newcomb Hollow beach parking lot.

Date(s) and hours of use: Sat May 13th, ~7:30am-5pm

Describe activity including purpose, number of persons involved, equipment to be used, parking arrangements, food/beverage service, etc. Also please indicate if fees will be charged by applicant.

~~Exchange point for runners. Teams will park and runners will exchange the baton at these locations. There are a max of 500 teams, so 500 runners will come through over the 8-9 hour timeframe. Event volunteers and staff will monitor and manage the area and have responsibility for cleaning up when done. Portojohns will be delivered and removed prior to and after the event.~~

Describe any Town services requested (police details, DPW assistance, etc.)

None.

NOTE TO APPLICANTS: All applications must be accompanied by a non refundable \$20.00 processing fee. Applications must be received at least 30 days prior to the first event date to insure that all reviews can be completed prior to the event. This application is only for permission to use Town property. Any additional licenses, such as food service permit, etc., may be required and it is the applicant's responsibility to secure the same.

Action by the Board of Selectmen:

_____ Approved as submitted

Approved with the following condition(s): _____

Disapproved for following reason(s): _____

Date: _____

NOV 29 2016

Processing Fee: 50- paid

Fee: _____

(over)

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

Health/Cons. Agent Signature:

[Signature]

Comments/Conditions:

OK

Permits/Inspections needed:

Inspector of Buildings Signature:

Comments/Conditions:

Permits/Inspections needed:

X

Police Dept. Signature:

[Signature] 11/30/16

Comments/Conditions:

Same as previous years

Fire Dept. Signature:

[Signature] 12/15/16

Comments/Conditions:

Same as previous years.

DPW Signature:

[Signature]
OK

Comments/Conditions

12/8/16

Beach Dept. Signature:

[Signature] 12/15/16

Comments/Conditions:

Portable toilets needed at both locations. Repaired for trash.

Shellfish Constable Signature:

Comments/Conditions:

X

Harbormaster Signature:

Comments/Conditions:

X

Recreation Dept. Signature:

Comments/Conditions:

X

Town Administrator:

Daniel R. Hoot

Comments/Conditions:



BOARD OF SELECTMEN

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V

USE OF TOWN PROPERTY

REQUESTED BY:	WOMR/John Braden for Wellfleet Triathlon
DESIRED ACTION:	Approve use of various town property
PROPOSED MOTION:	I move to vote to approve the request of WOMR/John Braden for Wellfleet Sprint Triathlon on June 3, 2017 from 8 am to 11 am to use: Long Pond for ¼ mile swim including grassy area and parking lot; Long Pond Rd.; Lawrence Rd.; Gross Hill Rd.; Ocean View Dr.; WES parking lot. Applicants to provide proof of liability insurance, be responsible for trash pick-up and pay for police detail and portable toilets if needed. (in 2016 no fee was assessed for this fundraising event)
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____

17-09

**TOWN OF WELFLEET
APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY**

Applicant WOMR/John Braden & Kathleen Walker Affiliation or Group Wellfleet Sprint Triathlon

Telephone Number 508.487.2619 Mailing Address PO Box 975

Email address _____ Provincetown 02657

Town Property to be used (include specific area) Long Pond and grassy area & Long Pond parking lot,
Long Pond Rd, Lawrence Rd., Gross Hill Rd, Ocean View Drive, Elementary School parking lot

Date(s) and hours of use: 6/3/17 / 8 AM -11 AM, set up time between 5-8 am

Describe activity including purpose, number of persons involved, equipment to be used, parking arrangements, food/beverage service, etc. Also please indicate if fees will be charged by applicant.

*1/4 mile swim in Long Pond. *Grassy area at Long Pond to serve as transition area. *Long Pond parking lot
for registrations, emergency vehicles, drop-off turn around and comfort station. *Long Pond Rd, Lawrence Rd, Gross Hill Rd,
Ocean View Drive for a 10 mile bike-loop. *Long Pond Rd & Ocean View Rd for a 3 mile run-loop *There will be food & water
at the LP lot, between 2 & 3 dozen volunteers and 100 triathletes. *Registrations fees will be charged and timing equipment will be used.

Describe any Town services requested (police details, DPW assistance, etc.)

Police, EMT, DPW, Lifeguards

NOTE TO APPLICANTS: All applications must be accompanied by a non refundable \$50.00 processing fee. Applications must be received at least 30 days prior to the first event date to insure that all reviews can be completed prior to the event. This application is only for permission to use Town property. Any additional licenses, such as food service permit, etc., may be required and it is the applicant's responsibility to secure the same.

Action by the Board of Selectmen:

_____ Approved as submitted

_____ Approved with the following condition(s): _____

_____ Disapproved for following reason(s): _____

Date: _____

Processing Fee: \$50.00 *paid*

Fee: _____

(over)

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

Health/Conservation Agent:  Comments/Conditions: OK Permits/Inspections needed:	Inspector of Buildings: Comments/Conditions: Permits/Inspections needed: 
Police Department:  Comments/Conditions: Same as previous year	Fire Department:  12/1/16 Comments/Conditions: SAME conditions as previous year
DPW:  Comments/Conditions 12/8/16 OK	Community Services Director:  12/15 Comments/Conditions: Life guards must be paid for the coast. I need to know how many are needed.
Harbormaster: Comments/Conditions 	Shellfish: Comments/Conditions 
Recreation: Comments/Conditions 	Town Administrator:  Comments/Conditions



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
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VI

BUSINESS: Wellfleet Harbor Mapping Update/Wrap-Up [Mark Borelli]

BOS	BOS
DESIRED ACTION:	Hear an update on the Wellfleet Harbor Mapping Project
PROPOSED MOTION:	TBD
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Tuesday, January 10, 2017

VI

BUSINESS: New Marijuana Law

REQUESTED BY:	Police Chief
DESIRED ACTION:	TBD
PROPOSED MOTION:	TBD
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

Town of Wellfleet Police Department

December 22, 2016

To: Board of Selectmen
From: Chief Ronald L. Fisette

Subject: Marijuana

The new changes of the marijuana law have many agencies trying to handle the implementation and understanding of what is required of them. We at the police department are trying to learn and get guidance on what the new law means and how it should be enforced. The following is a quick summary of what the law did in MA, however it isn't legal federally within the NPS.

- Legal to possess a certain amount of marijuana by a person over 21 years of age.
- Selling of marijuana is illegal till 1/2018 when new regulations are established.
- Adults are allowed to grow up to 6 plants, no more than 12 plants per household.
- Smoking of marijuana in public, restaurant, bar, etc. is illegal for now.
- See the attached information sheet from Kopelman & Page for more information
- See the attached letter from the Executive Office of Public Safety for more information

At this time, I would like to bring to your attention 2 items that you should be aware of:

The retail sale of marijuana is automatic (subject to whatever the regulations are enacted statewide) unless a town opts out by a vote at Town Meeting. This is different than what was done in Colorado where a town had to make a positive action to opt in allowing the retail sale of marijuana. At this time, I believe 70% of the cities and towns have not opted in to sell marijuana in Colorado. Does the town want to allow the retail sale of marijuana?

At this time "marijuana cafes" (consumption at places where the product is sold) are illegal. This is an opt in provision at a state election upon receiving a petition of 10% of the number of voters for the town.

I respectfully request the Board of Selectmen have as an agenda item at their January BOS meeting to discuss marijuana and the new law, to include the discussion of retail sale.

As always, please feel free to contact me if you have any questions or comments.

Respectfully submitted for your information and consideration.

A handwritten signature in black ink, appearing to be 'R. Fisette', written over the printed name.

Ronald L. Fisette,
Police Chief

cc: Dan Hoort, Town Administrator

Town of Wellfleet Police Department

12/22/16

To: Board of Selectmen
From: Chief Ronald L. Fisette


Subject: Policies and Procedures Update

As part of our effort to update the policies and procedures, I have or I am in the process of implementing the below policies and procedures. No action is required on your part, as I am just looking to keep the board up to date on what is happening at the police department. Please let me know if you would like to discuss any of the policies and procedures as an agenda item or other.

The policies and procedures are highlighted below by title. Due to the vast number of pages of each policy and procedure and the technical (dry reading) nature of them, I have elected not to provide a copy to you. If you would like a copy of a specific one or all, please let me know. I can provide an electronic copy via a memory stick, email, etc. or a printed copy.

Policy #	Title	Comments
055 v.01	Marijuana	This policy and procedure was updated from medical marijuana to include recreational marijuana. Employees of the Wellfleet PD aren't permitted to possess or use medical or recreational marijuana.
062	Military Leave	This policy and procedure memorialized what is expected of employees who are members of the military and the police department. This was an unwritten policy dating back to the 80's when I was in the Air National Guard. This hasn't been an issue till now as no employee has been an active member of the military. Our newest Officer is a member of the Army National Guard. Some training / active duty is without pay and some is with pay (up to 14 military days) and defines why the different scenarios are treated differently.

Respectfully submitted for your information.



Ronald L. Fisette
Chief of Police

cc: Dan Hoort, Town Administrator



The Leader in Public Sector Law

THE REGULATION AND TAXATION OF MARIJUANA ACT

A GUIDE TO THE NEW LAW LEGALIZING RECREATIONAL USE OF MARIJUANA

On November 8, 2016, Massachusetts voters approved Question 4 legalizing the recreational use of marijuana. Implementation of the Act is generating significant questions at state and local levels. The Act contains inconsistencies and outright contradictions. In particular, questions and concerns have been raised regarding the timeline for implementation, enforcement, local control, regulation of marijuana products produced by personal growers, amount of the tax, and additional matters. It is not certain whether or when the General Court may address these issues. Responding to numerous questions from local officials, we have summarized the Act's provisions regarding the implementation timeline, personal use of marijuana, licensing of recreational marijuana establishments, local control mechanisms, and employment implications.

CURRENT TIMELINE

DECEMBER 15, 2016 Effective Date of Law/ Personal Recreational Growing and Use Allowed	"Personal use" of marijuana will be legal for a person at least 21 years old. General Laws c. 94G, §7 provides that individuals, but not businesses, will be permitted to engage in a range of activities as outlined below.
SEPTEMBER 15, 2017 Deadline for CCC to Adopt "Initial Regulations"	The Act creates a three-member Cannabis Control Commission ("CCC") to be appointed by and under the jurisdiction of the State Treasurer. The CCC will regulate and issue licenses for recreational marijuana establishments, but not for medical marijuana establishments, regulated by the Department of Public Health.
OCTOBER 1, 2017 Applications Filed with CCC for Various Specific Licenses	The number of available licenses is limited and the filing of certain applications is staged over the course of the next three years.
JANUARY 1, 2018 Deadline for Final Regulations, or "Default"	<p>If the CCC has <u>not</u> adopted regulations, "each medical marijuana treatment center" may begin to "possess, cultivate, or otherwise obtain marijuana and marijuana products and may deliver, sell or otherwise transfer" to anyone over the age of 21.</p> <p>If regulations <u>are</u> timely adopted, the CCC will issue licenses within 90 days after applications are received on or after October 1, 2017, to qualified establishments.</p>

PERSONAL USE OF MARIJUANA

- The Act authorizes persons 21 years of age or older to possess, use, purchase, process or manufacture one ounce or less of marijuana, of which not more than five grams can be in the form of marijuana concentrate.
- Within a person's "primary residence", a person may possess up to 10 ounces of marijuana and any marijuana produced on the premises for personal use by not more than six marijuana plants. If there is more than one grower at the residence, there may be up to 12 plants cultivated on the premises.
- A person may give away or transfer without "remuneration" to a person age 21 years or older up to one ounce of marijuana, of which no more than five grams may be in the form of marijuana concentrate, provided that such transfer is not advertised or promoted to the "public".
- A person 21 years of age or older may also possess or manufacture marijuana accessories or sell such accessories to a person 21 years of age or older.

LOCAL CONTROL

The Act defines a "marijuana establishment" to include, "a marijuana cultivator, marijuana testing facility, marijuana product manufacturer, marijuana retailer or any other type of marijuana-related business", and authorizes certain types of "local control".

Ordinances and Bylaws Regulating Time, Place and Manner

The Act provides that municipalities may adopt ordinances or bylaws regulating the time, place and manner of operations of marijuana establishments, provided that such ordinances or bylaws are not "unreasonably impracticable" and do not otherwise conflict with the Act. Standard practices for adoption of ordinances or bylaws will apply.

Further Regulation - Bylaws and Ordinances/Local Ballot Questions

The Act also authorizes imposition by "ordinance or bylaw by a vote of the voters of that city or town" of additional limitations on recreational marijuana establishments. The use of the phrase "by a vote of the voters of that city or town" typically requires a vote at an election, whereas the adoption of an ordinance or bylaw occurs by vote of the local legislative body (city or town council or town meeting). In our opinion, given this reference to voters, rules of statutory construction suggest that any attempt to approve an ordinance or bylaw, requires approval by the voters of the municipality at an election.

The topics that may be regulated under this section are as follows:

- prohibiting the operation of one or more types of marijuana establishments within the municipality;
- limiting the number of marijuana retailers to fewer than 20 per cent of the number of licenses issued within the municipality for the retail sale of alcoholic beverages not to be drunk on the premises where sold under chapter 138 of the General Laws; or
- limiting the number of any type of marijuana establishment to fewer than the number of medical marijuana treatment centers registered to engage in the same type of activity in the town.

The reference to “one or more types of marijuana establishments”, in our opinion, can be read to allow a municipality to ban marijuana establishments within its borders. However, this language is subject to interpretation, and may be addressed in the CCC regulations.

Under the laws generally governing elections, no question may appear on the ballot unless specifically authorized by law. While the form of the question is typically included in the authorizing law, the Act does not do so. For your information, pursuant to G.L. c.54, §42C, the Board of Selectmen must vote to put the question on the ballot and provide notice to the Town Clerk no less than 35 days prior to the date of the election.

Petition for Question on State Ballot to Permit Marijuana “Cafés”

The Act provides that municipalities may, upon petition of not fewer than 10 percent of the number of the voters of the city or town voting at the state election preceding the filing of the petition, present to the voters of the city or town at the next state election the question of whether it will allow the consumption of marijuana and marijuana products on the premises where they are sold (i.e., so-called marijuana “cafés”). There is no timeline provided in the law for this type of petition, although it is reasonable to anticipate that any such request must be filed with the Secretary of the Commonwealth no later than the first Wednesday in August.

Regulation Prohibited or Strictly Limited

A municipality may not adopt an ordinance or bylaw prohibiting the transportation of marijuana or marijuana products or making such transportation “unreasonably impracticable”.

Similarly, a municipality may not adopt an ordinance or bylaw prohibiting an establishment that “cultivates, manufactures or sells marijuana products in any area in which a medical marijuana treatment center is registered to engage in the same type of activity”. [Emphasis added]. The Act contains no definition of “area”.

The Act provides that no agreement between a municipality and a marijuana establishment may contain a payment that is not “directly proportional and reasonably related” to the costs imposed on the municipality by the operation of the recreational marijuana establishment.

Zoning Moratoria

Municipalities have asked about the ability to adopt a zoning bylaw or ordinance establishing a moratorium on the locating of recreational marijuana establishments to allow time to study the issue and develop appropriate bylaws and ordinances. We expect the Attorney General will likely approve a moratorium for one year, consistent with those approved for medical marijuana and other moratoria. For municipalities with registered medical marijuana facilities, however, a moratorium may not be effective in preventing a recreational marijuana establishment “in any area” in which a medical marijuana treatment center is registered to engage in the same type of activity.

Municipalities may wish to start planning in anticipation of annual town meetings and spring and fall elections. Discussions might include whether or not to adopt ordinances or bylaws regulating time, place, and manner issues, including moratoria, or to place questions before the voters relative to limitations on the type or number of recreational marijuana establishments that may be located in the municipality.

EMPLOYMENT ISSUES

The new law may also have significant implications for public employers. The relevant portion of the law provides, "This chapter shall not require an employer to permit or accommodate conduct otherwise allowed by this chapter in the workplace and shall not affect the authority of employers to enact and enforce workplace policies restricting the consumption of marijuana by employees."

Thus, despite the legalization in Massachusetts of the personal use of marijuana, public employers may continue to prohibit their employees from using or possessing marijuana in the workplace or in public buildings and from working while impaired by marijuana. Drug and alcohol testing and related policies should be reviewed to ensure that such policies will continue to be consistent with the public entity's desired treatment of marijuana following the change in the law. In some cases, policies may need to be updated or clarified to account for the change in the law.

Be further aware, however, that federal law prohibiting the use of marijuana by employees who possess firearms, such as police officers, and those required to hold a Commercial Driver's License, will continue to be in full force and effect notwithstanding the change in Massachusetts law. We are aware that some police chiefs are considering issuing a general reminder to all law enforcement personnel that marijuana is still a controlled substance for purposes of federal law and that the use or possession of marijuana is still prohibited.

Further Developments

We will continue to monitor developments in the law, including possible amendments by the General Court and guidance issued by the offices of the State Treasurer, Attorney General, or Secretary of the Commonwealth's Elections Division.

In the meantime, if you have any questions concerning regulation of recreational marijuana, please contact Attorneys Joel Bard (jbard@k-plaw.com) or Katherine Laughman (klaughman@k-plaw.com) at 617-556-0007. Members of our Labor and Employment Practice Group are also available to assist with employment-related questions.

Disclaimer: This information is provided as a service by KP Law, P.C. This information is general in nature and does not, and is not intended to, constitute legal advice. Neither the provision nor receipt of this information creates an attorney-client relationship with KP Law, P.C. Whether to take any action based upon the information contained herein should be determined only after consultation with legal counsel.



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CHARLES D. BAKER
Governor

DANIEL BENNETT
Secretary

KARYN E. POLITO
Lt. Governor

Ronald L. Fisette, Chief
Wellfleet Police Department
36 Gross Hill Road
Wellfleet, MA 02667

Re: Passage of Question 4, "Legalization, Regulation, and Taxation of Marijuana"

Dear Chief:

I am writing to offer some guidance about the way that the recent passage of Question 4 will affect the way you and your officers enforce state laws regarding marijuana. Effective December 15, 2016, aspects of the new law will take effect, permitting some acts of personal possession and home-growing of marijuana that had previously been illegal. Over the course of the coming year, the phasing in of other aspects of the law will create a complex web of different rules for licensed and unlicensed sellers; for juveniles, young adults, and older adults; for those who sell drugs for profit, and for those who give drugs away. Within certain limits, the new law authorizes some conduct that had previously been prohibited. Beyond those limits, however, possession, cultivation and distribution of marijuana remain illegal under state law. These changes in the law will require your officers to reassess how they evaluate the presence of reasonable suspicion and probable cause, and, as a result, how they proceed in evaluating potentially criminal conduct where marijuana is at issue.

Below are some of the situations you and your departments will encounter, and an explanation of how the new law will apply.²²⁴ Please note that this letter is not intended to direct how your department elects to prioritize its enforcement efforts, but merely to provide guidance about what conduct is now legal, and what is illegal under state law.

SIMPLE POSSESSION OF MARIJUANA OUTSIDE PRIMARY RESIDENCE: UNDER ONE OUNCE

Under the new law, a person 21 years or older may legally possess up to one ounce of marijuana outside his or her primary residence. Marijuana concentrate (such as cannabis oil) will be similarly legal, but only in quantities of 5 grams or less. See G.L. c. 94G, § 7(a)(1). This change means that possession of marijuana in these quantities is not merely decriminalized, but *fully legalized*. Accordingly, it will no longer be lawful or appropriate for police to issue a civil citation to a person 21 years or older for possessing quantities of marijuana

²²⁴ Because Question 4 has no effect upon existing state law regarding medical marijuana, as set out in Chapter 369 of the Acts of 2012, the scenarios below do not address marijuana cultivated, possessed, or sold under the laws governing medical marijuana. See G.L. c. 94G, § 2(a).

within these limits, as has been the lawful procedure since the passage of Question 2 in 2008. It will also no longer be lawful for police to seize small quantities of marijuana for forfeiture, as has been past practice, as these small quantities will no longer be considered contraband. Likewise, it will no longer be appropriate for police to initiate a threshold inquiry based merely on a reasonable belief that a person possesses a small quantity of marijuana, if the subject is not consuming the marijuana in a public or a prohibited area, does not appear to be under the age of 21, and does not appear to be engaged in illegal distribution activity.

For persons between the ages of 18 and 21, possession of less than one ounce of marijuana is not fully legalized by Question 4, but it will remain *decriminalized*, as it has been since the passage of Question 2 in 2008. In these cases, a civil citation will remain available, with a penalty of \$100. For juveniles (those under the age of 18), possession of one ounce or less of marijuana likewise remains subject to a civil citation with a penalty of \$100, but with the additional requirement that the juvenile complete a drug awareness program. If the juvenile does not complete the program, the civil fine can be enhanced to \$1000, for which the juvenile's parents may be held liable. See G.L. c. 94C, § 32L.

SCHOOLS AND GOVERNMENT BUILDINGS

The scope of the legal possession provision described above (one ounce or less) does not permit any person to possess any quantity of marijuana on the grounds of a public or private preschool or K-12 school, or on the grounds of (or within) any correctional facility. See G.L. c. 94G, § 2(d)(3). For individuals over 21 who possess less than one ounce of marijuana on school grounds or on the grounds of a correctional facility, a civil penalty will remain available pursuant to G.L. c. 94C, § 32L. For persons under 21, the penalties outlined in the section above will apply. Distribution of (or possession with intent to distribute) marijuana to a prisoner, or concealing marijuana in or about a penal institution with the intent that an inmate should obtain it, remain felony offenses for all persons pursuant to G.L. c. 268, § 28 and G.L. c. 268, § 31, respectively.

State and local governments retain the authority to prohibit possession of marijuana within their buildings, including city halls, police stations, and public housing facilities. See G.L. c. 94G, § 2(d)(2).

SIMPLE POSSESSION OF MARIJUANA OUTSIDE PRIMARY RESIDENCE: 1-2 OUNCES

For an individual 21 years of age or older, possession of a quantity of marijuana greater than one ounce, but less than two ounces, outside his or her primary residence, will be a civil violation subject to a penalty of not more than \$100, and by forfeiture of the *excess* amount of marijuana possessed. See G.L. c. 94G, § 13(e). If such an individual were discovered to possess 1 ½ ounces of marijuana, a police officer could therefore issue a citation and seize ½ ounce of the subject's marijuana, but not the entire quantity.

For an adult under 21 years of age, possession of any quantity over one ounce in a place remains a criminal offense. Likewise, juveniles in possession of more than one ounce remain subject to delinquency proceedings. See G.L. c. 94C, § 34.

POSSESSION OFFENSES OUTSIDE PRIMARY RESIDENCE: OVER TWO OUNCES

A person of any age who possesses more than two ounces of marijuana outside of his or her primary residence will remain subject to existing criminal penalties. See G.L. c. 94C, § 34. The only exception to this rule will be for a person engaged in the lawful operation of a recreational or medical establishment properly licensed by the newly-created Cannabis Control Commission or the Department of Public Health.

POSSESSION OF MARIJUANA OUTSIDE PRIMARY RESIDENCE

	Under 1 Oz.	1-2 Oz.	Over 2 Oz.
21+ with proper Cannabis Control Commission License	Legalized.	Legalized.	Legalized.
21 + w/o License	Legalized.	Civil fine of \$100.	Criminal penalties available. G.L. c. 94C, § 34.
18-21	Civil fine of \$100.	Criminal penalties available. G.L. c. 94C, § 34.	Criminal penalties available. G.L. c. 94C, § 34.
Juvenile (under 18)	Civil fine of \$100, and mandatory drug education program.	Delinquency proceedings available. G.L. c. 94C, § 34.	Delinquency proceedings available. G.L. c. 94C, § 34.

POSSESSION OF MARIJUANA INSIDE PRIMARY RESIDENCE

Question 4 permits a person over the age of 21 to possess up to 10 ounces of marijuana inside his or her own primary residence, and, as drafted, permits the lawful possession of additional quantities that have been lawfully cultivated (grown) on the premises. See G.L. c. 94G, § 7(a)(2). Note that a person may only have one “primary residence” at a time, and the question of whether a given location is a person’s primary residence is one that is subject to circumstantial proof.

Whether a given quantity of marijuana was lawfully cultivated on the premises is also a question subject to circumstantial proof. If the subject has no apparent grow operation on the premises, or has quantities of fresh marijuana that appear wholly inconsistent with the quantity that could have been produced by the plants on the premises, or if the fresh marijuana is a different strain than the marijuana plants on the premises, the facts might well be sufficient for police to conclude that the subject has not abided by the safe harbor requirements of the law.

The safe harbor for possessing marijuana in the home applies only to marijuana possessed for lawful purposes, such as personal use. Possession of *any quantity* of marijuana with intent to sell remains a crime in the absence of a license issued by the Cannabis Control Commission. If a person possessing marijuana does not hold such a license, and there is sufficient evidence to prove that the marijuana is intended for 1) sale of any quantity to another party (distribution “for remuneration”); or 2) gifting (distribution “without remuneration”) of more than one ounce to another party; or 3) transfer of any quantity to a person under 21; then the person would be guilty of Possession of a Class D Substance with Intent to Distribute, pursuant to G.L. c. 94C, § 32C, or of Trafficking in Marijuana, pursuant to G.L. c. 94C, § 32E(a)(1), if the quantity in his possession exceeds fifty pounds.

The new law requires that any quantity of marijuana exceeding one ounce be kept under lock and key. A violation of this requirement, however, is subject only to a civil fine of \$100, and forfeiture of the marijuana, and does not make the possession subject to criminal prosecution. G.L. c. 94G, § 13(b).

CULTIVATION OFFENSES

Where previously the “cultivation” of any quantity of marijuana constituted a violation of G.L. c. 94C, § 32C, the new law legalizes the cultivation of up to 6 marijuana plants by any single person in his or her primary residence, up to a maximum of 12 marijuana plants in a single residence (if there are two or more persons engaged in growing activity there).

A person who grows more than the allowed individual maximum of six plants, but less than the *household* maximum of twelve plants, is subject only to a civil penalty of \$100, see G.L. c. 94G, § 13(e), and not to criminal prosecution. A person who cultivates more than the household limit of twelve plants, however,

has violated G.L. c. 94C, § 32C and is subject to criminal prosecution if he is not operating under a cultivator license from the Cannabis Control Commission.

In the absence of a license granted by the Cannabis Control Commission, no place other than a primary residence may be used for the cultivation of marijuana. Accordingly, a person who grows marijuana, even a small quantity, in a rented storage area, at his workplace, or at any location other than his or her primary residence is subject to criminal prosecution pursuant to G.L. c. 94C, § 32C.

In addition, unless a person holds a state license granting him status as a lawful “marijuana retailer” or “marijuana cultivator,” this marijuana may be grown and kept only for limited purposes: personal use, or small scale (under one ounce), non-remunerated “gifting.” If there is sufficient evidence that any quantity of marijuana is being grown for unlawful sale, even if it is within the grower’s primary residence, the grow operation would remain criminal pursuant to G.L. c. 94C, § 32C.

The new law requires that home-grow cultivation be conducted in a manner that is not visible from a public place without the use of aircraft, binoculars, or other optical aids, and that marijuana plants be secured under lock and key or other appropriate security device. Violation of these requirements is subject only to a civil fine of \$300 and forfeiture of the marijuana, and does not make the grower subject to criminal prosecution. See G.L. c. 94G, § 13(a).

DISTRIBUTION OFFENSES

As noted above, the new regime allows persons not licensed to operate a marijuana establishment to “gift” marijuana in quantities under one ounce, but not to sell marijuana in any quantity. Attempts to evade this safe harbor with delayed or disguised payments, contemporaneous reciprocal “gifts” of money or items of value, or other sham transactions, will remain a criminal act. See G.L. c. 94C, § 32C. Simply put, where a person is not operating under the required license, any of the following forms of marijuana distribution remain criminal offenses:

- Giving or selling any amount of marijuana to a person under 21 in any circumstance, even if possession by the purchaser is non-criminal.
- Selling marijuana in any amount, to any person, of any age.
- “Gifting” more than one ounce to any person, of any age.

CULTIVATION AND DISTRIBUTION OF MARIJUANA

	Gift or Possession with Intent to Gift, Under 1 Oz.	Gift or Possession with Intent to Gift, 1 Oz. or more	Sale or Possession with Intent to Sell, any quantity	Cultivation of 6 or fewer plants, at primary residence	Cultivation of 7-12 plants, at primary residence	Cultivation of 12+ plants, at primary residence	Cultivation at location other than primary residence
21+ with proper Cannabis Control Commission License	Legalized.	Legalized.	Legalized.	Legalized.	Legalized.	Legalized.	Legalized.
21 + w/o License	Legalized.	Criminal penalties available. G.L. c. 94C, § 32C.	Criminal penalties available. G.L. c. 94C, § 32C.	Legalized.	Civil fine of \$100, and forfeiture of excess marijuana.	Criminal penalties available. G.L. c. 94C, § 32C.	Criminal penalties available. G.L. c. 94C, § 32C.
18-21	Civil fine of \$100.	Criminal penalties available. G.L. c. 94C, § 32C.	Criminal penalties available. G.L. c. 94C, § 32C.	Criminal penalties available. G.L. c. 94C, § 32C.	Criminal penalties available. G.L. c. 94C, § 32C.	Criminal penalties available. G.L. c. 94C, § 32C.	Criminal penalties available. G.L. c. 94C, § 32C.
Juvenile (under 18)	Civil fine of \$100, and mandatory drug education program.	Delinquency proceedings available. G.L. c. 94C, § 32C.	Delinquency proceedings available. G.L. c. 94C, § 32C.	Delinquency proceedings available. G.L. c. 94C, § 32C.	Delinquency proceedings available. G.L. c. 94C, § 32C.	Delinquency proceedings available. G.L. c. 94C, § 32C.	Delinquency proceedings available. G.L. c. 94C, § 32C.

TRAFFICKING, MONEY LAUNDERING, AND FORFEITURE

Question 4 repeals the prohibition against marijuana Trafficking only to the degree that it protects properly licensed cultivators, manufacturers, and retailers operating within the limits set by the new law and the regulations issued by the Cannabis Control Commission. Unlicensed persons who possess fifty pounds or more with intent to sell remain guilty of a felony offense pursuant to G.L. c. 94C, § 32E(a)(1). Financial transactions involving the proceeds of felony Trafficking activity remain criminal Money Laundering in violation of G.L. c. 267A, § 2, and the funds associated with such transactions remain subject to seizure and forfeiture. Transactions involving the proceeds of misdemeanor offenses (which include most smaller marijuana sales) do not constitute Money Laundering, but the proceeds of such illegal sales are subject to forfeiture pursuant to G.L. c. 94C, § 47.

SCHOOL ZONES

Question 4 did not repeal or modify the School Zone statute. Accordingly, any individual who is convicted of a Distribution, Possession with Intent, or Trafficking offense while within a School Zone or Park Zone may face the enhanced penalties of G.L. c. 94C, § 32J.

USE OF JUVENILES TO DISTRIBUTE MARIJUANA

Marijuana remains a Class D controlled substance under Massachusetts law, and Question 4 does not legalize marijuana for minors. Pursuant to G.L. c. 94C, § 32K, any party, licensed or unlicensed, who causes, induces or abets a person under the age of 18 to distribute marijuana, or to possess with intent to distribute marijuana (e.g., by employing a juvenile as a drug runner for their organization, or by supplying a juvenile drug dealer with marijuana for resale), is subject to criminal prosecution.

ATTEMPTS TO PROCURE BY UNDERAGE PARTIES

Persons under the age of 21, whether they are adults or juveniles, who attempt to purchase or procure any quantity of marijuana are subject to a civil fine of \$100. See G.L. c. 94G, § 13F.

SALE OF MARIJUANA-RELATED DRUG PARAPHERNALIA

The implementation of Question 4 will effectively nullify the application of the existing law prohibiting sale of marijuana-related drug paraphernalia, G.L. c. 94C, § 32I(a), to persons over the age of 21. Thus, it will no longer be illegal to sell bongs, or pipes, or hydroponic equipment intended to facilitate marijuana cultivation, to persons over the age of 21. See G.L. c. 94G, § 8.

Sale of (or possession with intent to sell) such paraphernalia to persons over 18, but under 21 will remain a misdemeanor under G.L. c. 94C, § 32I(a), while sale to persons under the age of 18 will remain a felony. See G.L. c. 94C, § 32I(b). A person under the age of 21 who purchases or attempts to purchase marijuana-related drug paraphernalia may be subject to a civil fine of \$100 and may be required to complete a drug awareness program, but may not be criminally charged. See G.L. c. 94G, § 13(f).

Mere possession of drug paraphernalia remains non-criminal in Massachusetts, though it may be compelling circumstantial evidence either of intent to consume marijuana, or of intent to cultivate or distribute, depending on the nature of the paraphernalia.

OPERATING UNDER THE INFLUENCE

The passage of Question 4 does not have any effect on the longstanding prohibition against operating a motor vehicle under the influence of marijuana. This remains illegal under the terms of G.L. c. 90, § 24(1)(a)(1). See G.L. c. 94G, § 2(a). Though the new law makes the consumption of marijuana broadly legal for individuals over 21, evidence of recent marijuana consumption will remain admissible in OUI prosecutions, much as evidence that a defendant was seen drinking alcohol in a bar shortly before his motor vehicle stop is admissible in an OUI-Liquor prosecution. Accordingly, in OUI-Drugs investigations, police officers may continue to seize evidence of a suspect's marijuana consumption (such as a partially-burned "roach" in a vehicle ashtray) as evidence, just as they may appropriately seize an empty beer can from the floorboards of an OUI-Liquor suspect's vehicle as evidence of recent alcohol consumption.

PUBLIC CONSUMPTION OF MARIJUANA

Prior to the passage of Question 4, municipalities had the authority, but not the obligation, to prohibit public consumption of marijuana. Under the new law, all public consumption of marijuana (other than medical marijuana) is prohibited. Non-public smoking of marijuana is also prohibited in any place where tobacco smoking is prohibited (such as private offices, bars and restaurants, see G.L. c. 270, § 22). Either one of these may result in a civil penalty of not more than \$100. See G.L. c. 94G, § 13(c). For cities and towns that already have a bylaw or municipal ordinance prohibiting public marijuana consumption, these provisions should remain in force and effect, as they do not appear to be preempted by the passage of Question 4. See G.L. c. 94G, § 3(a)(5).

MARIJUANA IN VEHICLES

The new law prohibits possession of an "open container" of marijuana in the passenger area of a motor vehicle while that vehicle is on a public way, whether the car is or is not moving at the time. Violations may be

subject to a civil penalty of not more than \$500. See G.L. c. 94G, § 13(d). Accordingly, any police officer who observes a driver or passenger smoking marijuana in a motor vehicle may lawfully effectuate a motor vehicle stop or initiate a threshold inquiry in order to identify the party and issue a citation. Marijuana that is in a sealed container, or which is secured in a vehicle's trunk or locked glove compartment, is not subject to such a civil penalty.

FIREARMS LICENSING

General language in the new law provides that “a person 21 years or older shall not be . . . disqualified under the laws of the Commonwealth in any manner, or denied any right or privilege . . .” for lawfully possessing, cultivating, or giving away marijuana. See G.L. c. 94G, § 7(a)(1)-(4). Consequently, marijuana-related activity that is now legal cannot constitute a firearms licensing *disqualification* under Massachusetts law, nor can marijuana-related activity that is illegal, but non-criminal (e.g., possession of 1 ½ ounces of marijuana by a person over 21 years old, punishable as a civil offense only). As I noted in my directive to the Firearms Records Bureau on October 8, 2015, past criminal convictions involving the possession of one ounce or less of marijuana should no longer be viewed as a disqualification in a firearms license application.

However, in addition to reviewing an applicant's record for possible disqualifying offenses, a licensing authority is required to assess the *current suitability* of an applicant for a License to Carry or a Firearms Identification Card. In making this evaluation, a licensing authority can and should consider any evidence of an applicant's habitual, excessive consumption of intoxicating substances, which may make an applicant unsuitable in some cases even when the use of those substances (like alcohol and marijuana) has been broadly legalized under state law. See Ceeley v. Firearms Licensing Review Board, 78 Mass.App.Ct. 1125 (2011), 2011 WL 445841 (upholding board's determination that applicant was “unsuitable” for restoration of his firearms rights, based in part on his “long history of alcohol abuse”). Cf. 27 C.F.R. 478.11 (federal regulation defining the phrase “Unlawful user of and addicted to any controlled substance” as including “[a] person who uses a controlled substance and has lost the power of self-control with reference to the use of controlled substance”).

51A OBLIGATIONS: ABUSE AND NEGLECT OF CHILDREN

Question Four contains a provision that requires “clear, convincing and articulable evidence” that a person's actions related to marijuana have created “an unreasonable danger to the safety of a minor child” before such actions may form “the sole or primary basis for substantiation, service plans, removal or termination or for denial of custody, visitation or any other parental right or responsibility.” See G.L. c. 94G, § 7(d).

This provision qualifies the manner in which a parent or caregiver's involvement with marijuana may be considered in making decisions about child protection and welfare. The provision does not change a police officer's duties as a mandated reporter pursuant to G.L. c. 119, § 51A. Accordingly, nothing in the new marijuana laws should be viewed as preventing a police officer, in his or her capacity as a mandated reporter, from making a 51A report, as required by the statute, where there is reasonable cause to suspect that a child has been abused or neglected.

PROTECTIVE CUSTODY

The protective custody law, G.L. c. 111E, § 9A, which Governor Baker signed into law in July, is not affected in any way by the passage of Question 4. Police officers retain the authority to take into protective custody any person who is incapacitated by the consumption of *any* drug, regardless of the age of the drug user, and regardless of whether the possession or consumption of the drug was itself illegal. Protective custody is not

an arrest for a criminal act, but an emergency caretaking power designed to protect the immediate safety of the incapacitated party and the public.

FEDERAL LAW

Marijuana remains broadly prohibited under federal law. Since the issuance of its memorandum of August 29, 2013 providing “Guidance Regarding Marijuana Enforcement” (the “Cole Memorandum”), however, the Department of Justice has taken the position that marijuana distribution conducted in compliance with a “strong and effective state regulatory system” should be a relatively lower priority for federal enforcement efforts. At this time, it is not yet clear whether the incoming administration will maintain that position, or whether federal enforcement agencies will take a more aggressive stance toward state legalization initiatives.

State and local law enforcement officers should keep in mind that their primary obligation is to enforce the laws of the Commonwealth, and to protect the citizens of the Commonwealth. But we also have an obligation to be good neighbors. To the extent that actors within Massachusetts are engaged in efforts to illegally traffic controlled substances outside our borders and into neighboring states, we should remain vigilant in helping our federal partners, and our brother and sister agencies in other states, to carry out their duties as well. This is no doubt an area that will require new policies as warranted by developments on the ground.

Thank you, as always, for your commitment to our shared mission.

Sincerely,

A handwritten signature in cursive script that reads "Daniel Bennett". The signature is fluid and elegant, with a long horizontal flourish extending from the end of the name.

Daniel Bennett, Secretary
Executive Office of Public Safety and Security



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Tuesday, January 10, 2017

VI

BUSINESS: Authorize the TA to sign construction supervision contract and contract addendum with Coastal Engineering Co for Tennis Court reconstruction project

REQUESTED BY:	TA
DESIRED ACTION:	Authorize TA to sign contract
PROPOSED MOTION:	I move to authorize the TA to sign construction supervision contract for \$6,700 and contract addendum for \$6,870 with Coastal Engineering Co. for Tennis Court reconstruction project
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



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coastalengineeringcompany.com

AUTHORIZATION FOR ADDITIONAL PROFESSIONAL SERVICES #1

To: Town of Wellfleet
Attn: Brian Carlson
300 Main Street
Wellfleet, MA 02667
VIA EMAIL: brian.carlson@wellfleet-ma.gov

Date: 10/25/16 Project No. C17927.00

Project: Tennis Court Reconstruction
Design Updates and Bid Documents

Location: 70 Kendrick Avenue, Wellfleet, MA
Assessor Map 20, Parcels 4, 5, 6, and 7

Fixed Fee: \$6,870

Coastal Engineering Company, Inc. (CEC) will perform the following professional services relating to the referenced project.

SCOPE OF SERVICES:

- Consultations and meetings with Town representatives
- Research pickle ball court dimensions and requirements and incorporate pickleball courts into plans
- Obtain and review latest USTA tennis court construction manual
- Update tennis court designs and plans to incorporate the 2015 USTA manual standards
- Revise handi-cap accessible parking and adjust proposed grading to accommodate future recreation and restroom building
- Revise drainage system design to reduce construction cost
- Prepare bid plans and specifications

DJM


SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE

- ☒ We proceeded with the service(s) noted as per your direction.
- ☒ Please execute this agreement and return a copy to us for the file.
- ☒ This document will become an addendum to our original agreement.

Acceptance of this agreement by signature authorizes COASTAL ENGINEERING to proceed as described. This proposal expires in 90 days if not signed by both parties.

AUTHORIZED FOR COASTAL ENGINEERING:

By:


David J. Michniewicz, P.E.
Vice President
October 25, 2016

AUTHORIZED BY CLIENT:

Signature

Date

Printed Name and Title

PLEASE SIGN AND RETURN ONE COPY



STANDARD CONDITIONS FOR ENGAGEMENT FIXED FEE PROPOSAL

January 1, 2016

COMPENSATION FOR ENGINEERING SERVICES: Coastal Engineering Co., Inc. (CEC) bases its compensation for engineering services for this project on the fee given for the project. CLIENTS are advised that Additional Services requested beyond the Scope covered by the fee proposal or change orders attached thereto will be based upon the time input according to our current hourly fee rate schedule. Fee proposals for professional services are prepared to the best of our ability based on facts available at the time of submission.

TRANSPORTATION: Time and travel expenses incurred, when travel is in the interest of the project, will be charged for in accordance with CEC's fee schedule.

SUBCONTRACT SERVICES: CEC may engage subcontractors and/or other professionals to perform required services such as soil borings, drilling, construction, etc. That subcontractor's charge plus a service charge will be added to CEC's fee.

REIMBURSABLE EXPENSES: Expenses will be billed at CEC's cost plus a service charge. Examples of expenses ordinarily charged to CLIENT are printing and reproduction, special fees, permits, and licenses.

PAYMENT: Invoices will be rendered monthly or as work progresses. Invoices are due and payable upon receipt. Amounts over 30 days past due are subject to a service charge of 1.5% per month (18% annually). The CLIENT agrees to pay reasonable attorney's fees and any collection fees incurred in the collection of any amount owed hereunder and not paid when due. CEC shall have all rights available to it pursuant to M.G.L. Chapter 254 to file a lien on the property for which CEC provided services hereunder.

CHANGE OF SCOPE: If, during the performance of services under this Agreement, a change in the Scope of Services is requested on the basis of an oral or written order by the CLIENT or CLIENT's Agent, or is required in CEC's sole discretion by circumstances to address contingencies, or CLIENT requests revisions of the plans, CEC will perform such additional services in accordance with its fee schedule. CEC reserves the right, at its discretion, to issue a Change Order to this Agreement. However, a Change Order is not required prior to rendering such services and the CLIENT agrees to pay for such additional services.

SUSPENSION OF SERVICES: If the CLIENT fails to make payment of invoices when due, CEC may suspend performance of services under this Agreement. In the event of a suspension of services, CEC shall have no liability to the CLIENT for delay or damage caused by such suspension of services or for any consequential damages.

TERMINATION PROVISION: This Agreement may be terminated by either party upon five (5) days written notice in the event of breach of performance of terms and conditions of this Agreement by the other party through no fault of the terminating party. CEC shall be compensated for services performed up to the time of termination.

INSURANCE: CEC is covered by Worker's Compensation Insurance and Public and Professional Liability Insurance. CEC will furnish certification upon request.

RIGHT OF ENTRY: Unless otherwise agreed, the CLIENT furnishes right-of-entry on the land for CEC to make measurements, soil tests, or other required explorations. CEC will take reasonable precautions to minimize damage to the land from the use of equipment, but CEC has not included in its fee the cost of restoration from damage that may result from its operations. If CEC is required to restore the land to its former conditions, the cost of doing so will be added to its fee.

OWNERSHIP OF DOCUMENTS: All documents, including original drawings, estimates, specifications, field notes, and data, are and shall remain the sole and exclusive property of CEC as instruments of service and CLIENT shall have no right to such documents. The CLIENT may, at his/her own expense

obtain record prints of drawings, which the CLIENT will use solely in connection with the project to which this Agreement applies and not for the purpose of making subsequent extensions or enlargements thereto.

USE OF DOCUMENTS: Services performed and documents prepared by CEC under this agreement shall be for the benefit of CLIENT only and may not be relied upon by any third party(ies) unless specifically agreed to in advance by CEC and CLIENT. Any unauthorized use of the documents prepared by CEC or any use of the documents which is not in strict compliance with the documents shall be at the sole risk of the CLIENT or the unauthorized user and CEC shall have no liability for the misuse or unauthorized use of such documents.

USE OF STAKES: CLIENT, CLIENT's contractor, or any third party may not use stakes or other markers set at the site by CEC before obtaining verification from CEC that the stakes or other markers were set for the intended purpose and are in place to the accuracy appropriate for the intended use.

ELECTRONIC FILES: Electronic files are transmitted for informational purposes only and at the request of the CLIENT or CLIENT's agent. CEC's official product is limited to its signed and sealed hard copy of plans, specifications, and/or studies. The CLIENT agrees to hold CEC harmless for any damages from inappropriate or illegal uses by third parties from any electronic transfer of information by CEC requested by the CLIENT or CLIENT's agent.

CONSTRUCTION SERVICES: On request, CEC can provide personnel to observe construction in order to ascertain that the construction, in general, is being performed in accordance with CEC's plans and/or specifications. CEC shall under no circumstances be a guarantor of any contractor's means and methods of work and shall bear no responsibility with respect to the performance of such construction. The CLIENT and CLIENT's agent will continue to be responsible for the accuracy and adequacy of all construction performed.

INDEMNIFICATION AND LIMITATION OF LIABILITY: CEC agrees to indemnify and hold CLIENT harmless against damages and liability resulting from the negligent acts, errors, or omissions of CEC. The CLIENT agrees to limit CEC's liability, resulting from errors and/or omissions in engineering design information furnished to the CLIENT, to those portions of the design prepared by CEC and in an amount not to exceed CEC's fee. The CLIENT agrees to require a like limitation from any contractor engaged to perform work for which CEC has provided reports, plans, and/or specifications. The CLIENT shall further indemnify and hold CEC harmless from any liability resulting from the acts, errors, or omissions of the CLIENT or CLIENT's agents, contractors, or assigns from any breach of this Agreement or from any unauthorized use of CEC's documents or use of CEC's documents other than as set forth in the Use of Documents section hereof. Such indemnification shall include the cost of defense including without limitation attorney's fees, arising in any way with claims connected with any such liability excepting only such liability as may arise out of CEC's sole negligence in performance of services. CLIENT agrees that any and all damages arising from negligent act, error, or omission shall be made against CEC directly and shall not be made personally against any of its directors, officers, agents, or employees.

CONSEQUENTIAL DAMAGES: Notwithstanding any other provision hereof, CEC shall not be liable to the CLIENT for any incidental, indirect, or consequential damages arising out of or connected in any way to the services rendered hereunder, including, but not limited to, loss of use, loss of profit, loss of business, loss of income, or loss of reputation.

STANDARD OF CARE: CEC's professional services will be performed in accordance with the generally accepted engineering practices, skill, and care used by similar members of the engineering profession practicing under similar circumstances at the same time and in the same locality. CEC makes no warranties, express or otherwise, in connection with CEC's services hereunder.



260 Cranberry Highway
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Orleans | Sandwich | Nantucket
coastalengineeringcompany.com

AUTHORIZATION FOR ADDITIONAL PROFESSIONAL SERVICES #2

To: Town of Wellfleet Attn: Brian Carlson 300 Main Street Wellfleet, MA 02667 VIA EMAIL: brian.carlson@wellfleet-ma.gov	Date: 10/25/16 Project No. C17927.00
	Project: Tennis Court Reconstruction Construction Phase Services
Coastal Engineering Company, Inc. (CEC) will perform the following professional services relating to the referenced project.	Location: 70 Kendrick Avenue, Wellfleet, MA Assessor Map 20, Parcels 4, 5, 6, and 7
	Fixed Fee: \$6,700

SCOPE OF SERVICES:

- Attend a pre-construction meeting with Town and Contractor
- Review Contractor's submittals and/or shop drawings
- Respond to Contractor's Request for Information (RFIs)
- Conduct periodic inspections of the work (allowance for up to 6 inspections)
- Consult with Town as requested

DJM

SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE

- ☐ We are proceeding with service(s) noted as per your direction. Immediate notification in writing is required if you wish to alter this authorization.
- ☒ Please execute this agreement authorizing us to proceed. No services will be performed until you return this agreement with authorization in writing.
- ☒ This document will become an addendum to our original agreement.

Acceptance of this agreement by signature authorizes COASTAL ENGINEERING to proceed as described. This proposal expires in 90 days if not signed by both parties.

AUTHORIZED FOR COASTAL ENGINEERING:

By:

David J. Michniewicz, P.E.

Vice President

October 25, 2016

AUTHORIZED BY CLIENT:

Signature

Date

Printed Name and Title

PLEASE SIGN AND RETURN ONE COPY



COASTAL engineering co.

STANDARD CONDITIONS FOR ENGAGEMENT FIXED FEE PROPOSAL

January 1, 2016

COMPENSATION FOR ENGINEERING SERVICES: Coastal Engineering Co., Inc. (CEC) bases its compensation for engineering services for this project on the fee given for the project. CLIENTS are advised that Additional Services requested beyond the Scope covered by the fee proposal or change orders attached thereto will be based upon the time input according to our current hourly fee rate schedule. Fee proposals for professional services are prepared to the best of our ability based on facts available at the time of submission.

TRANSPORTATION: Time and travel expenses incurred, when travel is in the interest of the project, will be charged for in accordance with CEC's fee schedule.

SUBCONTRACT SERVICES: CEC may engage subcontractors and/or other professionals to perform required services such as soil borings, drilling, construction, etc. That subcontractor's charge plus a service charge will be added to CEC's fee.

REIMBURSABLE EXPENSES: Expenses will be billed at CEC's cost plus a service charge. Examples of expenses ordinarily charged to CLIENT are printing and reproduction, special fees, permits, and licenses.

PAYMENT: Invoices will be rendered monthly or as work progresses. Invoices are due and payable upon receipt. Amounts over 30 days past due are subject to a service charge of 1.5% per month (18% annually). The CLIENT agrees to pay reasonable attorney's fees and any collection fees incurred in the collection of any amount owed hereunder and not paid when due. CEC shall have all rights available to it pursuant to M.G.L. Chapter 254 to file a lien on the property for which CEC provided services hereunder.

CHANGE OF SCOPE: If, during the performance of services under this Agreement, a change in the Scope of Services is requested on the basis of an oral or written order by the CLIENT or CLIENT's Agent, or is required in CEC's sole discretion by circumstances to address contingencies, or CLIENT requests revisions of the plans, CEC will perform such additional services in accordance with its fee schedule. CEC reserves the right, at its discretion, to issue a Change Order to this Agreement. However, a Change Order is not required prior to rendering such services and the CLIENT agrees to pay for such additional services.

SUSPENSION OF SERVICES: If the CLIENT fails to make payment of invoices when due, CEC may suspend performance of services under this Agreement. In the event of a suspension of services, CEC shall have no liability to the CLIENT for delay or damage caused by such suspension of services or for any consequential damages.

TERMINATION PROVISION: This Agreement may be terminated by either party upon five (5) days written notice in the event of breach of performance of terms and conditions of this Agreement by the other party through no fault of the terminating party. CEC shall be compensated for services performed up to the time of termination.

INSURANCE: CEC is covered by Worker's Compensation Insurance and Public and Professional Liability Insurance. CEC will furnish certification upon request.

RIGHT OF ENTRY: Unless otherwise agreed, the CLIENT furnishes right-of-entry on the land for CEC to make measurements, soil tests, or other required explorations. CEC will take reasonable precautions to minimize damage to the land from the use of equipment, but CEC has not included in its fee the cost of restoration from damage that may result from its operations. If CEC is required to restore the land to its former conditions, the cost of doing so will be added to its fee.

OWNERSHIP OF DOCUMENTS: All documents, including original drawings, estimates, specifications, field notes, and data, are and shall remain the sole and exclusive property of CEC as instruments of service and CLIENT shall have no right to such documents. The CLIENT may, at his/her own expense

obtain record prints of drawings, which the CLIENT will use solely in connection with the project to which this Agreement applies and not for the purpose of making subsequent extensions or enlargements thereto.

USE OF DOCUMENTS: Services performed and documents prepared by CEC under this agreement shall be for the benefit of CLIENT only and may not be relied upon by any third party(ies) unless specifically agreed to in advance by CEC and CLIENT. Any unauthorized use of the documents prepared by CEC or any use of the documents which is not in strict compliance with the documents shall be at the sole risk of the CLIENT or the unauthorized user and CEC shall have no liability for the misuse or unauthorized use of such documents.

USE OF STAKES: CLIENT, CLIENT's contractor, or any third party may not use stakes or other markers set at the site by CEC before obtaining verification from CEC that the stakes or other markers were set for the intended purpose and are in place to the accuracy appropriate for the intended use.

ELECTRONIC FILES: Electronic files are transmitted for informational purposes only and at the request of the CLIENT or CLIENT's agent. CEC's official product is limited to its signed and sealed hard copy of plans, specifications, and/or studies. The CLIENT agrees to hold CEC harmless for any damages from inappropriate or illegal uses by third parties from any electronic transfer of information by CEC requested by the CLIENT or CLIENT's agent.

CONSTRUCTION SERVICES: On request, CEC can provide personnel to observe construction in order to ascertain that the construction, in general, is being performed in accordance with CEC's plans and/or specifications. CEC shall under no circumstances be a guarantor of any contractor's means and methods of work and shall bear no responsibility with respect to the performance of such construction. The CLIENT and CLIENT's agent will continue to be responsible for the accuracy and adequacy of all construction performed.

INDEMNIFICATION AND LIMITATION OF LIABILITY: CEC agrees to indemnify and hold CLIENT harmless against damages and liability resulting from the negligent acts, errors, or omissions of CEC. The CLIENT agrees to limit CEC's liability, resulting from errors and/or omissions in engineering design information furnished to the CLIENT, to those portions of the design prepared by CEC and in an amount not to exceed CEC's fee. The CLIENT agrees to require a like limitation from any contractor engaged to perform work for which CEC has provided reports, plans, and/or specifications. The CLIENT shall further indemnify and hold CEC harmless from any liability resulting from the acts, errors, or omissions of the CLIENT or CLIENT's agents, contractors, or assigns from any breach of this Agreement or from any unauthorized use of CEC's documents or use of CEC's documents other than as set forth in the Use of Documents section hereof. Such indemnification shall include the cost of defense including without limitation attorney's fees, arising in any way with claims connected with any such liability excepting only such liability as may arise out of CEC's sole negligence in performance of services. CLIENT agrees that any and all damages arising from negligent act, error, or omission shall be made against CEC directly and shall not be made personally against any of its directors, officers, agents, or employees.

CONSEQUENTIAL DAMAGES: Notwithstanding any other provision hereof, CEC shall not be liable to the CLIENT for any incidental, indirect, or consequential damages arising out of or connected in any way to the services rendered hereunder, including, but not limited to, loss of use, loss of profit, loss of business, loss of income, or loss of reputation.

STANDARD OF CARE: CEC's professional services will be performed in accordance with the generally accepted engineering practices, skill, and care used by similar members of the engineering profession practicing under similar circumstances at the same time and in the same locality. CEC makes no warranties, express or otherwise, in connection with CEC's services hereunder.



BOARD OF SELECTMEN

AGENDA ACTION REQUEST

Tuesday, January 10, 2017

VI

BUSINESS: Authorize the TA to sign contract with John Ramsey, Principal Coastal Engineer of Applied Coastal Research and Engineering, Inc., for work with the Natural Resources Advisory Board

REQUESTED BY:	TA
DESIRED ACTION:	Authorize TA to sign contract
PROPOSED MOTION:	I move to authorize the TA to sign contract with John Ramsey, Principal Coastal Engineer of Applied Coastal Research and Engineering, Inc., for work with the Natural Resources Advisory Board for \$1,600.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____



**TOWN OF WELFLEET
300 MAIN STREET WELFLEET
MASSACHUSETTS 02667**

This agreement made the ____ day of January, 2017 by and between **Applied Coastal Research and Engineering, Inc.** hereinafter called the "Contractor" and the **Town of Wellfleet** hereinafter called the "Town." Witnessed, that the Contractor and the Town for the consideration hereinafter named agree as follows:

Article 1: Scope of Work

The Contractor shall furnish all services agreed to by the Town of Wellfleet and the Natural Resources Advisory Board based on existing modeling which shall include the estimate of the total tidal volumes in/out of the north marina channel; estimate the maximum flow velocities in/out of the north marina channel at mid flood/ebb and show as a mid-tide velocity map, analogous to Fig V-17 of the MEP report but for the innermost harbor area only.

The cost estimate is \$1,600.

Article 2: Time Period

The work shall be completed by on or before July 1, 2017. The deadline for completion of work may be extended by mutual agreement between the Contractor and the Town Administrator.

Article 3: The Contract Sum

The total amount of the project is \$1,600.

Article 4: Time of Payment

The Town shall pay Contractor as per purchase order invoices submitted by the Contractor upon completion of the project.

Article 5: Contract Documents

The scope of work together with this agreement form the Contract and they are as fully a part of the contract as attached and incorporated herein by reference. In Witness Whereof the representative parties hereto have caused this instrument to be duly subscribed and sealed.

Town of Wellfleet

Contractor

Daniel Hoort, Town Administrator

John S. Ramsey, P.E.
Principal Coastal Engineer

Applied Coastal Research and Engineering, Inc.
766 Falmouth Road, Suite A-1
Mashpee, MA 02649



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Tuesday, January 10, 2017

VI

BUSINESS: LCCAT Contract Renewal

REQUESTED BY:	Lower Cape Community Access Television, Inc.
DESIRED ACTION:	Renew contract
PROPOSED MOTION:	I move to vote to approve the request for contract renewal with Lower Cape Community Access Television, Inc. for additional three years.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____



LCCAT • 100 Cable Rd., Eastham MA 02642

December 7, 2016

Dennis Murphy
Chair of the Wellfleet Board of Selectmen
300 Main Street
Wellfleet, MA 02667

Dear Mr. Murphy:

This letter is to inform you that Lower Cape TV would like to extend the existing agreement between the Town of Wellfleet and Lower Cape TV for an additional three years, as previously agreed.

Enclosed is a simple signature form, as well as a copy of the previously executed document.

Thank you,

A handwritten signature in black ink, appearing to read "Larry Greeley".

Larry Greeley
President, LCCAT

SAMPLE
AGREEMENT
BY AND BETWEEN
THE TOWN OF WELLFLEET
AND
LOWER CAPE COMMUNITY
ACCESS TELEVISION, INC.

This Agreement is made this 12th day of January, 2017, by and between the Town of Wellfleet, Massachusetts, a municipal corporation, (hereinafter also referred to as the "Town") acting through its Board of Selectmen (also referred to as the "Issuing Authority" in the cable license with Comcast of Massachusetts, Inc.), and Lower Cape Community Access Television, Inc. (hereinafter also referred to as "LCCAT"), a nonprofit corporation duly established under the laws of the Commonwealth of Massachusetts, who agree as follows:

RECITALS:

WHEREAS, the Town of Wellfleet (hereinafter also referred to as the "Town") granted a Cable Television Renewal License ("Renewal License") to Comcast of Massachusetts, Inc, (hereinafter also referred to as "Comcast") for a 3 (three) year term from January 12, 2017 through January 12, 2020. (References to Comcast in this Agreement shall apply to any and all transferees or successors to Comcast);

WHEREAS, the respective cable television license referenced above provides to the Town and its residents certain Public, Educational and/or Government ("PEG") Access Channels together with funding and support to the Town and/or its designee (i.e. an access corporation) for PEG Access operations, facilities and equipment.

WHEREAS, the Town currently plans to continue to manage, operate and program its Government Access Channel, it has decided to contract with LCCAT for:

Access Agreement By and Between Wellfleet & Lower Cape Community Access Television

- (1) the management, operation and programming of a Public Access Channel; and
- (ii) the provision of Access equipment, and training in support of said equipment, all as reasonably determined by LCCAT, for the cablecasting of Educational Access Programming produced by or for the Nauset Regional Schools, from the Nauset Regional High School over the Educational Access Channel provided to the Town by the cable licensee;

WHEREAS, LCCAT has stated its interest in providing: (i) Public Access programming, services, facilities and equipment to the Town, its residents, and Wellfleet organizations and institutions; and (ii) the provision of Access equipment, and training in support of said equipment, as reasonably determined by LCCAT, for the cablecasting of Educational Access Programming from the Nauset Regional High School by the Nauset Regional High School over the Public Access Channel or Educational Access Channel when that becomes available;

WHEREAS, the parties recognize and agree that LCCAT will be providing similar Public and Educational Access services, facilities, equipment and/or support to and for the other LCCAT Towns which enter into an Access Agreement with LCCAT, and that the residents and organizations/institutions of those LCCAT Towns will also be provided such Access services, facilities, equipment and/or support by and through LCCAT. (As such, unless otherwise specified, a reference to "Access Users" in this Agreement shall, as defined in Section 1 below, mean an access user from any one of the following Towns, in addition to the Town of Wellfleet, that has entered into an agreement with LCCAT - Brewster, Eastham, Orleans, and Truro.);

WHEREAS, the Town, pursuant to and consistent with its authority as a municipal corporation and a cable franchising/licensing authority under applicable federal and state law, and the provisions of Article 6 of the License, enters into this Agreement for the provision by LCCAT of PEG Access programming, services, facilities and equipment to Wellfleet Access Users, pursuant to the terms of this Agreement and applicable law, subject to LCCAT entering into substantially similar access agreements with the Towns of Brewster, Eastham, Orleans and Truro; and

Access Agreement By and Between Wellfleet and Lower Cape Community Access Television

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

SECTION 1. DEFINITIONS

“Cable Licensee” or “Licensee” - shall mean Comcast of Massachusetts I, Inc., or any successor or transferee in accordance with the terms and conditions in the Renewal License.

“LCCAT Towns” – shall mean the Town of Wellfleet and the other initial Lower Cape towns which have entered (or are about to enter) into Access Agreements substantially similar to the subject Agreement with LCCAT; in other words – the Towns of Brewster, Eastham, Orleans, Wellfleet and Truro.

“LCCAT Access Users” or “Access Users” – shall mean the residents of, or individuals associated with organizations or institutions in, the LCCAT Towns, who have complied with and have successfully completed the reasonable membership and training requirements of LCCAT.

“Town” – The Town of Wellfleet, Massachusetts. Unless otherwise required by this Agreement or applicable law or regulations, any actions on behalf of the Town under or pursuant to this Agreement may be taken by the Board of Selectmen.

“Wellfleet Access Users” – shall mean the residents of, or individuals associated with organizations or institutions in, the Town of Wellfleet, who have complied with and have successfully completed the reasonable membership and training requirements of LCCAT, and shall also include the Town of Wellfleet, its officials and employees, also subject to any training requirements of LCCAT.

Access Agreement By and Between Wellfleet & Lower Cape Community Access Television

SECTION 2. PURPOSE OF AGREEMENT

The purpose of this Agreement is for the provision and/or support of Public and Educational Access programming, services, facilities and equipment, pursuant to the terms of this Agreement and applicable law.

SECTION 3. AGREEMENT EFFECTIVE ONLY UPON LCCAT AND THE TOWNS OF BREWSTER, EASTHAM, ORLEANS AND TRURO ENTERING SUBSTANTIALLY SIMILAR ACCESS AGREEMENTS

This Agreement shall not be legally effective upon either party until LCCAT enters into substantially similar access agreements with the Towns of Brewster, Eastham, Orleans and Truro. A difference in the term of any such other access agreements from the length of the term established in Section 4, below, shall not be deemed to be a substantial difference with this Agreement as long as said term is a minimum of three (3) years.

SECTION 4. TERM

(a) The Agreement shall be for a term, commencing on January 12, 2017 (subject to the requirement of Section 3 above) and running through and until January 12, 2020, unless earlier terminated as provided herein. This Agreement may be extended by a written instrument signed by the authorized representative(s) of both parties.

(b) LCCAT shall, at least six (6) months prior to the expiration of this Agreement (by July 12, 2019), give the Board of Selectmen written notice of its request to renew this Agreement for an additional term through January 12, 2023, if such renewal. In response to a written notice of request to renew from LCCAT, the Board of Selectmen shall, within sixty days

(60) days of receipt of said notice, provide a written response to LCCAT as to whether it is willing to renew this Agreement. If, as evidenced by the written notices of LCCAT and a written response of the Board of Selectmen, both parties are interested in renewing this Agreement, the parties shall negotiate to see if an agreement (including any new terms) can be reached to so renew said Agreement on terms agreeable to both parties.

**SECTION 5. SCOPE OF SERVICES – PUBLIC ACCESS PROGRAMMING,
SERVICES, FACILITIES AND EQUIPMENT**

LCCAT shall provide Public Access programming services, facilities and equipment to the Town of Wellfleet and Wellfleet Access Users, consistent with the funds provided to LCCAT pursuant to this Agreement and the reasonable availability of access personnel, contractors and volunteers, and in accordance with applicable law and the operation of a Section 501(c)(3) tax exempt organization. LCCAT shall be responsible for the provision of programming on the Public Access channel, including, but not limited to programming produced by its members/producers and programming produced or otherwise recorded or sponsored by or for LCCAT. The services, facilities and equipment provided by LCCAT shall be provided to Wellfleet Access Users on a non-discriminatory basis. All Access programming shall require a LCCAT sponsor, either an LCCAT member or LCCAT itself. The Public Access programming, services, facilities and equipment shall, consistent with the funds available to LCCAT, include the following responsibilities:

- (a) Schedule, operate and maintain the Public Access Channel. (hereinafter also referred to as the “Access Channels” provided in accordance with the respective cable licenses.
- (b) All programming on the Public Access Channel shall comply with applicable laws and regulations.
- (c) Responsibly manage the annual funding provided to and raised by LCCAT, including the funding provided pursuant to this Access Agreement;
- (d) Operate and maintain a Public Access studio, and purchase and/or lease equipment with the funds provided to and raised by LCCAT, including the funding provided pursuant to Section 7 below;
- (e) Conduct outreach and recruitment efforts and activities to increase membership and Access Users;
- (f) Conduct training programs in the skills necessary to produce quality Public Access programming. Training programs shall be both regularly scheduled and by appointment, as reasonably determined by LCCAT.
- (g) Provide technical assistance to Access Users, using LCCAT staff and volunteers;

Access Agreement By and Between Wellfleet & Lower Cape Community Access Television

- (h) Provide access to production and post-production equipment for Access Users;
- (i) Establish rules, procedures and guidelines (including written Access User agreements, which shall be required for all Access Users) for use of the Public Access Channel, facilities and equipment;
- (j) Effectuate and support the production and promotion of educational, cultural and informational programming; and encourage and develop local origination programming.
- (k) LCCAT shall be responsible for the maintenance and repair of all LCCAT facilities and equipment, regardless of where located.
- (l) LCCAT shall upon a timely request of the Board of Selectmen or the Town Administrator, provide, at no cost to the Town, on a "DVD" (or other appropriate media) a recorded copy of a Public Access program cablecast by LCCAT, to the extent available;
- (m) Accomplish such other tasks relating to the operation, scheduling, management and/or programming of the Public Access Channel and/or the Public Access facilities and equipment as necessary and appropriate.
- (n) With respect to dues for members of the LCCAT, there shall be provision for the waiver of dues for reasons of reasonably documented or evidenced hardship.
- ~~(o) Payback over the Public Access Channel, the Wellfleet Board of Selectmen's meetings provided in recorded format acceptable to LCCAT on a schedule determined by LCCAT that reasonably meets the needs of the Town, until such time as the Town has an operating Government Channel.~~
- ~~(p) Payback over the Public Access Channel, Educational access programming provided to LCCAT by the Nauset Regional Schools, in recorded format acceptable to LCCAT, on a schedule determined by LCCAT that reasonably meets the needs of the Town, until such time as the Town has an operating Government Channel.~~

[Subsections o and p of section 5 have been deleted.]

SECTION 6. PROVIDING OPEN AND EQUAL ACCESS TO ACCESS USERS

LCCAT shall develop and enforce policies and procedures which promote the use of the Public Access and make programming accessible to Wellfleet residents and individuals associated with Wellfleet organizations and institutions, consistent with such time, manner, and

Access Agreement By and Between Wellfleet and Lower Cape Community Access Television

place regulations, including safe harbor provisions, as are appropriate to provide for and promote the use of public access channel, equipment and facilities.

SECTION 7. NON-COMMERCIAL PROGRAMMING

- (a) All Public Access programming cablecast by LCCAT shall be non-commercial.
- (b) Nothing in the Agreement shall prohibit LCCAT from including an appropriate underwriting acknowledgment before or after a Public (but not Educational) Access program, to the extent otherwise not prohibited by applicable law and or the terms of a cable license.
- (c) LCCAT may charge a reasonable fee for the following services:
 - (i) services customarily provided to access users by a PEG access corporation for a fee;
 - (ii) services customarily provided to third parties for a fee, including tape dubbing (i.e. the provision of videotapes/DVDs or other electronics copies of particular access programs), to the extent not otherwise prohibited by applicable law, and except where LCCAT has agreed to provide such services to the Town or its designees without a fee as set forth in this Agreement, including in Section 3 above;
 - (iii) Sponsorship fees; and
 - (iv) Membership fee(s).

SECTION 8. SCOPE OF SERVICES – EDUCATIONAL ACCESS

LCCAT shall provide Access equipment, and provide or otherwise provide for, limited training in support of said Access equipment, as reasonably determined by LCCAT, and subject to funds being available for this purpose after LCCAT has met its Public Access obligations under this Agreement, to the Nauset Regional Schools, for use at the Educational Access Studio/Facility at the Nauset Regional High School. LCCAT shall also cablecast the Educational Access Channel, produced by the Nauset Regional Schools, on the Educational Access Channel, provided by the Licensee to the Town in the Cable License.

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LCCAT shall provide the Nauset Regional Schools with limited technical assistance with regard to its Educational Access operations and programs, however, as reasonably determined by LCCAT, and subject to funds being available for this purpose after LCCAT has met its public access obligations under this Agreement. LCCAT shall not provide the Nauset Regional Schools with staffing or funding.

SECTION 9. COPYRIGHT CLEARANCE

LCCAT shall require Access Users to obtain, all talent and location releases as appropriate, all rights to all material cablecast and clearances from broadcast stations, networks, sponsors, music licensing organizations' representatives, and without limitation from the foregoing, from any and all other person(s) as may be necessary to transmit its or their program material over the Access Channel in a lawful manner. Access Users shall be required to represent that such clearances and rights have been obtained by completing an Access User production agreement form to be filed with LCCAT. Access Users shall further identify themselves as responsible for all opinions, statements and other representations made during their program. LCCAT will reference all communications from viewers directly to the named producer of that program.

SECTION 10. ~~FUNDING AND EQUIPMENT OF THE ACCESS CORPORATION~~

- ~~(a) The Town shall provide LCCAT with the following operational funding:~~
 - ~~(i) The Town shall, within twenty one (21) days of the execution of this Access Agreement, forward to LCCAT the pre-payment amount of Thirty Two Thousand Five Hundred Dollars (\$32,500) previously provided to the Town by Comcast, pursuant to Section 6.6(c) of the Renewal License.~~
 - ~~(ii) After the prepayment referenced in Section 10(a)(i) above, Access operating funding shall for the quarterly payments made on or before August 15, 2010, November 15, 2010, February 15, 2011 and May 15, 2011, be provided to LCCAT by the Town in the amount of two percent (2%) of the Licensee's Gross Annual Revenues, out of the four and three quarters percent (4.75%) of~~

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~~the Licensee's Gross Annual Revenues paid by the Licensee to the Town for the respective quarter, less the dollar amount of Eight Thousand One Hundred Twenty Five Dollars (\$8,125) in each of these respective quarters, as a result of the aforementioned prepayment, referenced in Section 10(a)(i) above. In the event a deduction for the prepayment exceeds the quarterly payment itself, the difference will be deducted from the next quarterly payment when such funds are available for the remainder of the deduction. Said quarterly payments shall be made by the Town to LCCAT within twenty one (21) days of receipt of said quarterly payment by the Town from the Licensee.~~

~~(iii) The Town shall, within twenty one (21) days of receipt of the second prepayment required to be paid by Comcast to the Town on or before March 24, 2011, pursuant to Section 10(d) of the Renewal License, forward to LCCAT the pre-payment amount of Thirty Nine Thousand Dollars (\$39,000) previously provided to the Town by Comcast, pursuant to Section 6.6(d) of the Renewal License.~~

~~(iv) After the prepayment referenced in Section 10(a)(iii) above, Access operating funding shall for the quarterly payments made on or before August 15, 2011, November 15, 2011, February 15, 2012 and May 15, 2012, be provided to LCCAT by the Town in the amount of two percent (2%) of the Licensee's Gross Annual Revenues out of the four and three quarters percent (4.75%) of the Licensee's Gross Annual Revenues paid by the Licensee to the Town for the respective quarter, less the dollar amount of Nine Thousand Seven Hundred Fifty Dollars (\$9,750) in each of these respective quarters, as a result of the aforementioned prepayment, referenced in Section 10(a)(i) above. In the event a deduction for the prepayment exceeds the quarterly payment itself, the difference will be deducted from the next quarterly payment when such funds are available for the remainder of the deduction. Said quarterly payments shall be made by the Town to LCCAT within twenty one (21) days of receipt of said quarterly payment by the Town from the Licensee.~~

Access Agreement By and Between Wellfleet & Lower Cape Community Access Television

~~(v) Beginning with the Access operating funding provided by Comcast to the Town on or before August 15, 2012, the Town shall provide quarterly payments to LCCAT in the amount of two percent (2%) of the Licensee's Gross Annual Revenues, out of the four and three quarters percent (4.75%) of the Licensee's Gross Annual Revenues, paid by the Licensee to the Town for the respective quarter. Said quarterly payments shall be made by the Town to LCCAT within twenty one (21) days of receipt of said quarterly payment by the Town from the Licensee.~~

~~(b) The Town shall provide LCCAT with Public Access operating funding provided by any future additional cable licensee in an equitable manner, consistent, subject to the terms of the new cable license, with the percentage Access operating funding provided herein to LCCAT. The parties agree to make a good faith attempt to amend this Agreement within a reasonable time after the Town grants any new cable license, in order to effectuate and document the intent of this provision.~~

~~(c) The Town shall, within twenty one (21) days of the execution of this Access Agreement, provide a capital payment to LCCAT in the amount of Twenty Six Thousand Dollars (\$26,000) which represents the capital payment made to the Town by the Licensee, pursuant to Section 6.7 of the Renewal License.~~

~~(d) The Town shall, within seven (7) days of the execution of this Access Agreement, provide the existing PEG Access equipment from the former Comcast studio in Orleans, provided to the Town by the Licensee pursuant to Section 6.8 of the Renewal License. Said equipment shall become LCCAT equipment and shall be the responsibility of LCCAT.~~

~~(e) The Town and LCCAT shall negotiate, in good faith, an equitable amount of Access Capital funding that shall be provided to LCCAT from the PEG Access capital funding provided by any future additional cable licensee. The parties agree to make a good faith attempt to amend this Agreement within a reasonable time after the Town grants any new cable license, in order to effectuate and document the intent of this provision~~

~~(f) LCCAT shall be responsible for the maintenance and repair of all LCCAT facilities and equipment.~~

Access Agreement By and Between Wellfleet and Lower Cape Community Access Television

~~(g) If requested by the Town, LCCAT shall, within a reasonable time, not to exceed thirty (30) days provide an inventory (including models and serial numbers) of all equipment acquired and/or owned by LCCAT.~~

~~(h) To secure the obligations of LCCAT pursuant to this Agreement, including, but not limited to the obligations pursuant to Section 9(h) below, LCCAT hereby grants the Town a security interest in all equipment or property, real or personal, purchased with funding pursuant to this Agreement. LCCAT agrees to take all steps reasonably requested in writing by the Town to perfect and enforce the Town's security interest, including the execution and processing of financing statements and continuation statements under the Uniform Commercial Code. The Town agrees to subordinate its interest, if necessary, to finance the purchase of equipment or property if deemed reasonably necessary by the Town. The subordination shall only be with respect to the specific equipment or property that LCCAT finances. A determination by the Town not to invoke its rights to security interests pursuant to this Section 10(g) shall not affect the obligation of LCCAT to return the subject equipment and funds to the Town (or its designee) pursuant to Section 7(g) below. To further secure its obligations pursuant to this Section 10 as described above, LCCAT shall take such reasonable actions as requested by the Board of Selectmen or its designee with respect to any funds provided to LCCAT by the Town and which have not as of that time been expended by LCCAT, including, but not limited to, listing the Town as a beneficiary on any such account holding such funding.~~

~~(i) Upon the dissolution of LCCAT, the termination of this Agreement, the expiration of this Agreement without a renewal agreement, the expiration of the cable license(s) by the Town with a cable operator(s) without provision for the continued funding of Access thereafter, or any other event that would put the funding, equipment or property (real or personal) provided to LCCAT pursuant to this Agreement or purchased by or for LCCAT from funds provided pursuant to this Agreement at risk, LCCAT shall, if requested at any time in writing by the Town, return to the Town or to one or more charitable or educational institutions or organizations selected by the Board of Selectmen and created and organized for nonprofit purposes similar to those of LCCAT (which qualifies/qualify as tax exempt pursuant to §501(c)(3) of the Internal Revenue Code or the corresponding section of any future federal tax~~

Access Agreement By and Between Wellfleet & Lower Cape Community Access Television

~~code) all funding, equipment or property (real or personal) provided to LCCAT pursuant to this Agreement or purchased by or for LCCAT from funds provided pursuant to this Agreement and all unexpended funds previously provided to LCCAT pursuant to this Agreement. At the option of the Town said equipment and/or funds shall, upon the occurrence of one of the above referenced contingencies, be provided by LCCAT to such organization(s) designated by the Town to manage access, which shall at that time qualify as a tax exempt organization(s) under Section 501(c)(3) of the Internal Revenue Code or the corresponding section of any future federal tax code.~~

~~SECTION 11. — USE AND FUNDING OF VIDEO RETURN SYSTEM~~

~~(A) Subject to the Town's compliance with the material terms of this Agreement, LCCAT agrees to make the following payments, as further described below, for the following video return costs, after such time as the Town provides the respective written notice to proceed to the Licensee, pursuant to Section 6.3 of the Renewal License:~~

~~(i) — Payment/Cost to Construct and Install: (i) Video Return Line Hub, and (ii) Video Return Line~~

~~(a) Payment for the cost to construct and install (including the provision of any necessary equipment, such as optical transmitters and receivers) a Video Return Line hub at the Wellfleet Elementary School, 100 Lawrence Road, as set out in Section 6.3(a)(i) of the Renewal License. (The estimated cost of this construction, as set out in Exhibit 6.3 of the Renewal License is \$44,800.); and~~

~~(b) Payment for the cost to construct and install (including any necessary equipment) a Video Return Line between the Wellfleet Elementary School and the Licensee's Headend ("Fiber Link") from which PEG Access Programming originating or aggregated at the Elementary School is transmitted to the Licensee's Headend, as set out in Section 6.3(a)(i) of the Renewal License. (The estimated cost of this~~

Access Agreement By and Between Wellfleet and Lower Cape Community Access Television

~~construction, as set out in Exhibit 6.3 of the Renewal License is \$10,299.);~~

- ~~(e) In accordance with Section 6.3(b) of the Renewal License, in order to effectuate the construction and installation of the above referenced construction and installation of said: (i) Video Return Line Hub, and (ii) Video Return Line, LCCAT shall, after the Town provides written notice to proceed to the Licensee with respect to said video return construction and installation, provide the Licensee (or the Town for payment to the Licensee) with a payment of in the amount of \$55,099 to cover the estimated cost of construction of said video return construction and installation as described above (\$44,800 + \$10,299). In no event, shall LCCAT be responsible for an amount greater than said \$55,099 for said construction and installation. In the event the actual cost of said construction and installation is less than said \$55,099, LCCAT shall be entitled to the return of the remaining funding (i.e. the difference between the payment of \$55,099 and the actual cost of such construction and installation), and the Town shall make all reasonable good faith efforts to effectuate the return of said remaining funds to LCCAT.~~

~~(B) Subject to the Town's compliance with the material terms of this Agreement, LCCAT agrees to make the following payment, as further described below, for the following video return costs, after such time as the Town provides the respective written notice to proceed to the Licensee, pursuant to Section 6.4 of the Renewal License:~~

- ~~(i) Payment/Cost to Construct and Install: (i) New Video Return Line Hub at the Nauset Regional High School and (ii) Two (2) New Fiber Optic Video Return Lines and Transport Equipment Connecting the NRHS Video Return Line Hub and the Licensee's Headend.~~

- ~~(a) Payment for the Town's proportional share (11%) of the cost to construct and install (including the provision of any necessary equipment): (i) a new Video Return Line hub at the Nauset Regional~~

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~~High School (100 Cable Road, Eastham); and (ii) two (2) fiber optic Video Return Lines and transport equipment required to connect the said new Video Return Line hub to the Licensee's Headend. (The total estimated cost of this construction, as set out in Section 6.4 and Exhibit 6.4 of the Renewal License is \$115,320. LCCAT's shall be responsible for the Town's proportionate share (11%) of the estimated total cost for construction and installation — \$14,992.~~

~~(b) In accordance with Section 6.4(b) of the Renewal License, in order to effectuate the construction and installation of said (i) a new Video Return Line hub at the Nauset Regional High School (100 Cable Road, Eastham); and (ii) two (2) fiber optic Video Return Lines and transport equipment required to connect the said new Video Return Line hub to the Licensee's Headend, LCCAT shall, after the Town provides written notice to proceed to the Licensee with respect to said video return construction and installation, provide the Licensee (or the Town for payment to the Licensee) with a payment of in the amount of \$14,992 to cover the estimated cost of construction of said video return construction and installation. In no event, shall LCCAT be responsible for an amount greater than said \$14,992 for the Town's proportionate share of the total cost of said construction and installation. In the event the actual cost of said construction and installation is less than said \$14,992, LCCAT shall be entitled to the return of the remaining funding (i.e. the difference between the payment of \$14,992 and the actual cost of such construction and installation), and the Town shall make all reasonable good faith efforts to effectuate the return of said remaining funds to LCCAT.~~

~~(C) The Town hereby grants to LCCAT all rights and privileges the Town has and/or may grant to its designee, including to an access corporation, for the use of any portion of the Video Return system provided by the Licensee pursuant to the Renewal License, including, but not limited to, Sections 6.3, 6.4 and 6.5 of said Renewal License.~~

Access Agreement By and Between Wellfleet and Lower Cape Community Access Television

[Sections 10 and 11 have been deleted]

SECTION 12. ACCESS STUDIO

(a) LCCAT shall build-out, equip and operate a good quality Access facility/studio (hereinafter referred to as the “Access studio”) consistent with and limited by the funds provided and available to LCCAT pursuant to this Access Agreement and other available funding. The Access studio shall comply with all applicable laws and regulations.

(b) When the Access studio is operational, LCCAT shall establish reasonable and regular studio hours, with the specific hours based upon the reasonable needs of Access Users, which shall include some evening and, if not otherwise being provided by LCCAT, warranted by the needs of Access Users, and requested in writing by the Town some Saturday hours. LCCAT shall inform the public, through cablecast on the Public Access Channel, of the days and hours when the studio will be open and available pursuant to the regular schedule and, in addition, if the studio is available to members, by arrangement upon reasonable request. LCCAT shall inform the Town, in writing, of any non-temporary change in the regular hours of the Access Studio.

(c) The Access studio shall be for the exclusive use of staff for production and training in the execution of the mission of LCCAT and for Access Users. The Access studio shall not be used for any other purpose or for the benefit of any persons other than: (i) Access Users; (ii) an LCCAT Town; or (iii) persons whose specific use of the studio benefits Public Access and LCCAT, and is reasonably limited in its nature and/or duration.

SECTION 13. GOVERNANCE OF ACCESS CORPORATION

The governance of LCCAT shall comply with the following requirements:

(a) The Board of Directors shall have a minimum of eight (8) directors and a maximum of eleven (11) directors.

(b) After the selection of the initial directors by the incorporators, all subsequent directors selected, beginning with LCCAT’s annual meeting of 2013, shall be selected so as to comply with the following requirements:

Access Agreement By and Between Wellfleet & Lower Cape Community Access Television

(c) No less than one (1) Director shall be selected by the Board of Selectmen of the Town, unless the Board of Selectmen specifically and in writing decides not to appoint such member.

(d) No less than two (2) members shall be elected by the membership of LCCAT.

(e) A Director need not be a member of LCCAT prior to their appointment to the Board of Directors, but shall become a member of the LCCAT immediately after their appointment as a Director.

(e) Directors selected by the Board of Directors may not serve more than five (5) consecutive terms, however nothing shall prohibit any such person from serving additional non-consecutive terms through appointment by the Board of Directors, and further nothing shall prohibit any such person from serving additional terms, whether consecutive or non-consecutive, as a result of election by the membership.

(h) Vacancies in the membership of the Board of Directors shall be selected in the same manner as the selection of the respective member(s) vacating the Board.

(i) No member of LCCAT's Board of Directors may be removed from office with less than an affirmative vote of three-fourths (3/4) of the full Board of Directors (all fractions rounded up to the next largest number), after reasonable notice and an opportunity to be heard. The reason(s) for removal shall be provided, in writing, to the removed Director.

(j) The Board of Directors shall hold a minimum of four (4) regular directors meetings each year.

(k) Meetings of the membership of LCCAT and its Board of Directors shall be open to the public except in those instances where the respective membership or Board, in good faith, deems closure of all or some of the meeting to be in the best interest of the Corporation. LCCAT is not a governmental or public body and is not subject to "Open Meeting Law").

(l) Notice of the regular meetings of the membership and the meetings of the Board of Directors shall be timely cablecast on the Public Access channel or its equivalent.

(m) No member of the Board of Directors or officer of LCCAT may participate or vote on any matter in which said Director, or their immediate family member, partner, a business organization in which they are serving as an officer, director, trustee, partner or

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employee, or any person or organization with whom they are negotiating or has an arrangement concerning prospective employment, has a financial interest. (LCCAT is not a governmental body and is not subject to the "State Ethics Law").

(n) Directors and officers shall receive no compensation for their services provided as Directors, however, that a Director may be reimbursed for reasonable and necessary expenses incurred as a Director by a vote of two-thirds (2/3rds) or more of the Board of Directors .

(o) Neither the Board of Directors, nor any officer, shall take any action that would result in the denial or loss of tax-exempt status under the Section 501(c)(3) or any other applicable section of the United States tax code.

(q) The Board of Directors shall hire an executive director, reporting to the Board of Directors of LCCAT, who shall be responsible for the conduct of the day to day operations of LCCAT in a professional manner, consistent with the standard of care of the operation of well operated, non-profit, access corporations in similarly sized Massachusetts communities.

(r) All residents (whether full-time or seasonal) of the Town and all organizations and institutions which are located in the Town shall be eligible for membership in the Corporation upon completion of a written application on a form approved by the Board of Directors of LCCAT and upon reasonable compliance with reasonable conditions, consistent with the intent of the Agreement.

(s) No member of LCCAT may be removed from membership of LCCAT without a vote of ninety percent (90%) of the full Board of Directors.

~~SECTION 14. QUARTERLY WRITTEN REPORT (FIRST YEAR ONLY)~~

~~For one (1) year following the execution of this Agreement by both parties, LCCAT shall provide a reasonably detailed quarterly report to the Board of Selectmen and/or its designee, regarding accomplishments since the last report, status, plans and progress with respect to the provision and/or support of Public and Educational Access pursuant to this Agreement.~~

[Section 14 has been deleted]

SECTION 15. ANNUAL REPORT

Access Agreement By and Between Wellfleet & Lower Cape Community Access Television

At least once each calendar year, LCCAT shall submit to the Town a written annual report (together with an electronic copy) which shall contain, at a minimum, the following information:

- (a) A summary of programming and services provided;
- (b) List of future goals;
- (c) Current and complete listing of LCCAT's Board of Directors;
- (d) A complete current inventory of all equipment; and
- (e) A year-end fiscal audit or review, as required by Section 17(a)(iii), below.

SECTION 16. UPDATE MEETING BETWEEN TOWN AND LCCAT

(a) Once per year, when requested by the Board of Selectmen, LCCAT shall meet with the Board of Selectmen and/or its designee. The purpose of said meeting shall include reviewing LCCAT's compliance with the terms and conditions of this Agreement, and hearing comments and/or suggestions from the Town and the public.

(b) The Board of Selectmen and/or its designee shall have the right to question LCCAT regarding any aspect of its performance under this Agreement. LCCAT shall fully cooperate with the Board of Selectmen or its designee, and shall produce, at LCCAT's cost, such documents or other materials relevant to such review and evaluation as are reasonably requested by the Town. Members of the public may submit comments during such review hearing, either orally or in writing, at the direction of the Board of Selectmen or its designee.

(c) LCCAT shall provide notice of all such performance evaluation hearings by periodic messages on the Public Access channel.

(d) Nothing in this Section shall prohibit the Town from requesting that LCCAT attend other meetings or hearings, or compelling the attendance by LCCAT through any lawful means.

SECTION 17. PERFORMANCE REVIEW BY THIRD PARTY

No more than twice during the term of this Agreement, LCCAT shall, if requested by an LCCAT Town (including, but not limited to the Town of Wellfleet, through its Board of Selectmen), be required to engage or retain a person or entity that is knowledgeable and

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experienced in PEG Access operations in the Commonwealth of Massachusetts to conduct a performance review of LCCAT's operations, the cost to be borne by LCCAT. Upon completion, LCCAT shall submit a copy of a written performance review to the Board of Selectmen.

SECTION 18. RECORDS AND AUDIT.

(a) LCCAT shall maintain all necessary books and records, in accordance with generally accepted accounting principles. Additionally, LCCAT shall:

- (i) implement effective internal financial and operating controls for the efficient use of all funds and other resources provided pursuant to this Agreement;
- (ii) maintain all necessary books and records, in accordance with generally accepted accounting principles;
- (iii) have a year-end fiscal audit or review, prepared by an independent certified public accountant. (A fiscal audit (rather than a review) shall be performed if:
(a) required by applicable law or regulation, or (b) if requested in writing by the Board of Selectmen no later than the end of the fiscal year. The fiscal review may, to the extent allowed under applicable law, be performed by a person who is not a certified public accountant if authorized in writing by the Board of Selectmen; which authorization the Board may deny in its sole discretion. Nothing herein shall limit the contractual authority of the Town pursuant to Sections 17(b) and 17(c) below.
- (iv) make timely payment as due to persons and entities supplying labor, materials or services to LCCAT for any purpose under this Agreement; and
- (v) maintain generally accepted business and accounting practices with respect to its operations and investments, financial oversight and management;

(b) Upon request of the Board of Selectmen or its designee, LCCAT shall, at a reasonable time(s) during normal business hours, make available any or all of its records with respect to all matters covered by this Agreement.

(c) The Town shall, at its cost, have the right to have the financial books and records of LCCAT reviewed by a qualified individual or firm. Nothing herein shall be deemed to

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diminish the responsibility of LCCAT, if any, under applicable law or regulation, with respect to any financial record keeping or financial statement and/or audit requirements. Copies of any such financial records, statements or audits shall be provided to the Town upon request of the Board of Selectmen or its designee.

(d) All capital equipment (including furniture) obtained by LCCAT will be inventoried and appropriately marked in a manner customarily used at well operated access centers, and an inventory, including invoice numbers, maintained and updated.

SECTION 19. INDEPENDENT CONTRACTOR

It is understood and agreed that LCCAT is an independent contractor and that no relationship of principal/agent or employer/employee exists between the Town and LCCAT. If in the performance of this Agreement any third persons are employed by LCCAT, such persons shall be entirely and exclusively under the control, direction and supervision of LCCAT. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment shall be determined by LCCAT and the Town shall have no right or authority over such persons or terms of employment.

SECTION 20. ASSIGNMENT AND TRANSFER

Neither this Agreement nor any interest or responsibility herein shall be assigned or transferred by LCCAT, except as expressly authorized in writing by the Town through its Board of Selectmen.

SECTION 21. FUNDING FROM OTHER SOURCES

Nothing in this Agreement shall prohibit LCCAT from obtaining funding from other sources in a lawful manner, including, but not limited to, fundraising activities and sponsorships.

SECTION 22. INDEMNIFICATION OF TOWN BY LCCAT

LCCAT shall indemnify, defend, and hold harmless the Town, its officials, employees, volunteers and agents from and against any and all suits, actions, causes of action, losses,

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damages, or liabilities of any kind, nature or description, including, payment of all attorneys' fees and litigation costs and expenses, brought by any person or persons for or on account of any claim, loss, damage or injury to person, property or any other interest, tangible or intangible, or death sustained by or accruing to any person or persons, however the same may be caused, directly or indirectly or arising or resulting from any alleged act(s) or omission(s) of LCCAT, its officers, employees, volunteers, agents or subcontractors from or with respect to the performance of this Agreement or arising from or in connection with the failure to comply with any applicable laws, rules, regulations or other requirements or orders of local, state or federal authorities, for claims of libel, slander, invasion of privacy, or infringement of common law or statutory copyright, or for breach of contract or other injury or damage in law or at equity which claims, directly or indirectly, result from LCCAT's use of channels, funds, equipment, facilities or staff granted under or obtained pursuant to the funding from this Agreement. This indemnification requirement shall survive the termination or expiration of this Agreement.

SECTION 23. INSURANCE

LCCAT shall, unless otherwise directed in writing by the Town, obtain and maintain in full force and effect at all times during the term of this Agreement, all insurance required below by this Section.

(a) *Commercial General Liability Insurance* - Commercial general liability insurance policy, including protective liability, completed operations and broad form contractual liability, property damage and personal injury coverage, with a minimum coverage limit of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate. The Town reserves the right to increase these minimum coverage amounts to a total of Two Million Dollars (\$2,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate if circumstances and/or risks warrant. Similarly, the Town reserves the right to decrease these minimum coverage amounts, if in its sole discretion, if such decrease is in the interest of the Town, under the totality of circumstances.

(b) *Motor Vehicle Liability Insurance* - Automobile liability insurance for owned, leased or rented motor vehicles in the amount of Five Hundred Thousand Dollars (\$500,000)

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combined single limit or Two Hundred Fifty Thousand Dollars (\$250,000) per person/ Five Hundred Thousand Dollars (\$500,000). The Town reserves the right to decrease these minimum coverage amounts, if in its sole discretion, if such decrease is in the interest of the Town, under the totality of circumstances.

(c) *Business Personal Property Insurance* - Business personal property insurance for facilities and equipment in the amount of replacement cost.

(d) *Workers' Compensation* - Workers Compensation in the minimum amount of the statutory limit if and when LCCAT has an employee.

(e) *Cablecaster's Errors and Omission Insurance* - The Access Corporation shall obtain errors and omission insurance to cover the content of productions which are cablecast on an Access Channel to include, at minimum, the following areas: libel and slander; copyright or trademark infringement; infliction of emotional distress, invasion of privacy; plagiarism; misuse of musical or literary materials. This policy shall not be required to cover individual Access producers. The minimum amount of said insurance shall be One Million Dollars (\$1,000,000), unless otherwise agreed to in writing by the Town.

(f) The following conditions shall apply to the insurance policies referenced above:

- (i) The Town shall be named as an additional insured on all aforementioned insurance coverages to the extent allowed by law, other than the workers' compensation policy. The policies shall provide that no cancellation, material change in coverage or expiration may be affected by the insurance company or LCCAT without first giving the Town thirty (30) days written notice prior to the effective date of such cancellation or change in coverage;
- (ii) All liability insurance shall be written on an "occurrence basis".
- (iii) Such insurance shall be primary with respect to any insurance or self-insurance maintained by the Town and shall not call on the Town's insurance for contributions;
- (iv) Such insurance shall be obtained from producers authorized to transact insurance business in the Commonwealth of Massachusetts and, unless otherwise agreed to in writing by the Town, shall be provided by an insurance

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carrier(s) licensed to do business for the coverage provided in the

Commonwealth of Massachusetts by the Massachusetts Division of Insurance;

- (v) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those required herein and follow the same form;
- (vi) The cost of such insurance, including all premiums and deductibles, shall be borne by LCCAT;
- (vii) The parties shall periodically review the insurance coverage and coverage amounts required above to determine whether said insurance adequately protects the parties and is cost effective given available funding pursuant to this Agreement;
- (viii) The failure of LCCAT to maintain the insurance required herein shall be grounds for the Town to suspend or terminate this Agreement immediately, without resort to the termination procedures provided in Section 20 below, provided, however, that if any required insurance maintained by LCCAT is terminated through no fault of LCCAT, then LCCAT shall have thirty (30) days to obtain replacement insurance that complies with this Agreement before the Town may suspend or terminate this Agreement; and

(g) Directors' and Officers' Liability Insurance - LCCAT shall obtain directors' and officers' liability insurance for its directors and officers.

SECTION 24. COMPLIANCE WITH LAWS AND REGULATIONS

LCCAT shall be governed by, operated in accordance with, and comply with all applicable laws and regulations.

SECTION 25. TERMINATION OF AGREEMENT - TRANSFER OF ASSETS

(a) The Town, through its Board of Selectmen, shall have the right upon thirty (30) days written notice to LCCAT to terminate this Agreement for:

Access Agreement By and Between Wellfleet & Lower Cape Community Access Television

- (i) Malfeasance, misfeasance, misappropriation or waste of funds provided pursuant to this Agreement;
- (ii) Loss of or failure to obtain in a reasonable time) 501(c)(3) status by LCCAT;
- (iii) LCCAT filing a petition of bankruptcy, or for receivership or reorganization, or has filed any other petition under the bankruptcy law, or has taken or committed an act preparatory to the filing of any such petition, or has become insolvent or has committed any other act of bankruptcy or insolvency, or has a substantial portion of its assets assessed or otherwise encumbered for the benefit of creditors;
- (iv) The loss of a substantial portion of PEG Access funding as a result of a change in the financial terms of a cable license, a change in the status of a cable service provider or a change in law; or
- (v) For any material breach of a material provision of this Agreement by LCCAT, as further described in this Section 24 below.

(b) LCCAT may avoid termination by curing any such breach within thirty (30) days of written notification or such longer time as the Board of Selectmen determines. Upon a third (3rd) material breach by LCCAT over the course of a twenty-four (24) month period, the Town may terminate the Agreement upon written notice provided without any cure period as long as said notice is provided within ninety (90) days after the material breach (each day a material breach continues shall be deemed to be an actionable day for purposes of this requirement to terminate within said 90-day period).

(c) LCCAT shall have the right upon sixty (60) days written notice to the Town to terminate this Agreement for material breach of any material provision of this Agreement by the Town. The Town may avoid termination by curing any such breach within said sixty (60) day period.

(d) All written notices of termination shall include a reasonably detailed description of the alleged breach.

(e) See Section 22(g)(vii) for suspension or termination as a result of LCCAT's failure to maintain the required insurance.

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(f) See Section 9(f) and (g) above regarding security interests, return of funds, return of equipment, real property, fixtures, contracts, leases, deposit accounts or other assets received by or purchased by LCCAT with funds received pursuant to this Agreement.

SECTION 26. MISCELLANEOUS PROVISIONS

Section 26.1 Entire Agreement/Amendment

This instrument contains the entire agreement between the parties, which supersedes all prior agreement or proposals except as specifically incorporated herein, and cannot be changed orally, but only by a written instrument executed by both parties (with the Board of Selectmen signing on behalf of the Town).

Section 26.2 Cooperation

Each party agrees to cooperate with the other party to carry out the provisions of this Agreement.

Section 26.3 Captions

The captions to sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of the Agreement. Such captions shall not affect the meaning or interpretation of the Agreement.

Section 26.4 Liability of Town Officials and Employees

To the fullest extent permitted by law, no official, employee, agent or representative of the Town shall be individually or personally liable on or for any obligation of the Town under this Agreement.

Section 26.5 Warranties

LCCAT warrants, represents and acknowledges that as of the date of execution of this Agreement:

Access Agreement By and Between Wellfleet & Lower Cape Community Access Television

(a) LCCAT is duly organized, is validly existing, is in good standing as a non-profit corporation under the laws of the Commonwealth of Massachusetts and is actively seeking approval from the Internal Revenue Service as a 501(c)(3) charitable corporation.

(b) LCCAT has the requisite power and authority under applicable law and its articles of incorporation and by-laws, is authorized by resolutions of its Board of Directors or, and has secured all consents which are required to be obtained as of the date of execution of this Access Agreement to enter into and legally bind LCCAT to this Agreement and to take all actions necessary to perform all of its obligations pursuant to this Agreement;

(c) This Access Agreement is enforceable against LCCAT in accordance with the provisions herein; and

(d) There is no action or proceedings pending or threatened against LCCAT which would interfere with its performance of this Access Agreement.

Section 26.6 Force Majeure

If by reason of Force Majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability, provided the party takes immediate and diligent steps to comply as soon as possible under the circumstance with this Agreement without endangering the health or safety of persons or property. The term "Force Majeure" as used herein shall include, but not be limited to, the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, volcanic activity, storms, floods, washouts, civil disturbances, explosions, strikes, and unavailability of essential equipment, service or materials, the unavailability of affordable insurance coverage, or other matters beyond the reasonable control of the party. In the event that any such delay in performance or failure to perform affects only part of the party's capacity to perform, the party shall perform to the maximum extent it is able to do so in as expeditious a manner as possible. The party subject to Force Majeure shall upon learning of the Force Majeure occurrence covered by this Section

Access Agreement By and Between Wellfleet and Lower Cape Community Access Television

which affects its performance under this Agreement, promptly notify the other party in writing of the claimed occurrence.

Section 26.7 Non-Waiver

Failure of either party to insist on strict performance of any portion of this Agreement or to exercise its rights or remedies hereunder upon the failure of performance or default of the other party, shall not be considered a waiver of the right to insist upon or to enforce any provision of this Agreement or to exercise any right or remedy occurring as a result of any future failure of performance or default.

Section 26.8 Severability

(a) If any non-material section, sentence, paragraph, term or provision of this Agreement is determined to be illegal, invalid, unenforceable or unconstitutional or is otherwise void, by any court of competent jurisdiction or other entity with similar legal authority such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of the Agreement.

(b) In the event that a material section, sentence, paragraph, term or provision of this Agreement is determined to be illegal, invalid, unenforceable or unconstitutional or is otherwise void, by any court of competent jurisdiction or other entity with similar legal authority, the parties agree to immediately enter into negotiations in good faith and make equitable amendments to restore the relative burdens and benefits of this Access Agreement. The remedies provided for herein do not prevent a party from contending that a particular provision is enforceable, or foreclose any remedies if a provision is enforceable.

Section 26.9 Applicable Law

This Agreement shall be interpreted and enforced under the laws of the Commonwealth of Massachusetts.

Access Agreement By and Between Wellfleet & Lower Cape Community Access Television

Section 26.10 Jurisdiction and Venue

Jurisdiction and venue of any legal action arising from this Access Agreement shall be in the Superior Court in Barnstable, Massachusetts. If no subject matter jurisdiction exists in the Superior Court, the legal action shall be brought in the District Court in Orleans. The parties by this Access Agreement subject themselves to the personal jurisdiction of said courts for all purposes, including the entry of judgment and for the resolution of any dispute, action or suit.

Section 26.11 Notice

Official notice shall be in writing, and delivered or sent by certified mail - return receipt requested or express mail - signature required. Delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of delivery. Certified mail shall be deemed to have been given two (2) days after mailing and express mail shall be deemed to have been given the day after mailing. Notice shall be addressed as provided below or such other name, title and/or address as hereinafter provided in writing by the respective party:

TOWN OF WELLFLEET

Board of Selectmen
Wellfleet Town Hall
300 Main Street
Wellfleet Town Hall
Wellfleet, Massachusetts 02667

**LOWER CAPE COMMUNITY ACCESS
TELEVISION, INC.**

Larry Greeley, President
Lower Cape Community Access Television, Inc.
P.O. Box 1916
Eastham, Massachusetts 02642

with a copy to: the Town Administrator
at the same address

IN WITNESS, WHEREOF, the parties have executed this Agreement as a sealed instrument this day of January 12, 2010.

TOWN OF WELLFLEET

LOWER CAPE COMMUNITY ACCESS

IN WITNESS WHEREOFF, the parties have executed this Agreement as a sealed instrument this _____ day of _____, 2016

TOWN OF WELLFLEET

LOWER CAPE COMMUNITY ACCESS TV INC

By Board of Selectmen

By its President (as authorized)

Dennis Murphy, Chair



Larry Greeley

Berta Bruinooge

Jerry Houk

Janet Reinhart

Helen Miranda Wilson

**RENEWAL AGREEMENT BY AND BETWEEN THE TOWN OF WELLFLEET
AND LOWER CAPE COMMUNITY ACCESS TELEVISION, INC.**

The Town and LCCAT agree to renew the Access Agreement dated *Nov. 12, 2014* *3rd page* for three years commencing January 12, 2014 through January 11, 2017, on the same terms and conditions contained therein.

TOWN OF WELLFLEET

Board of Selectmen
Wellfleet Town Hall
300 Main Street
Wellfleet, MA 02667

**LOWER CAPE COMMUNITY ACCESS
TELEVISION, INC.**

George P. Walsh, President
Lower Cape Community Access Television, Inc.
P.O. Box 1661
North Eastham, MA 02651-1661

cc: Town Administrator
Wellfleet Town Hall
300 Main Street
Wellfleet, MA 02667

Bruce A. Bierhans, Esq.
Law Offices of Bruce A. Bierhans, LLC
540 Main Street Suite 17
Hyannis, MA 02601

IN WITNESS WHEREOF, the parties have executed this Agreement as a sealed instrument
this 12th day of November, 2014.

TOWN OF WELLFLEET

By Board of Selectman

Berta Bruinooge
Berta Bruinooge, Chair

Jerry Houk
Jerry Houk

John Morrissey
John Morrissey

Dennis Murphy
Dennis Murphy

Paul Pilcher
Paul Pilcher

**LOWER CAPE COMMUNITY ACCESS
TELEVISION, INC.**

By it's President (as authorized by a vote of its Board of
Directors)

George P. Walsh
George P. Walsh

**Renewal Agreement by and between The Town of Wellfleet and
Lower Cape Community Access Television Inc.**

The Town and LCCAT agree to renew the Access Agreement dated Nov 12 2014 for three years commencing January 12 2017 through January 12 2020, on the same terms and conditions contained therein.

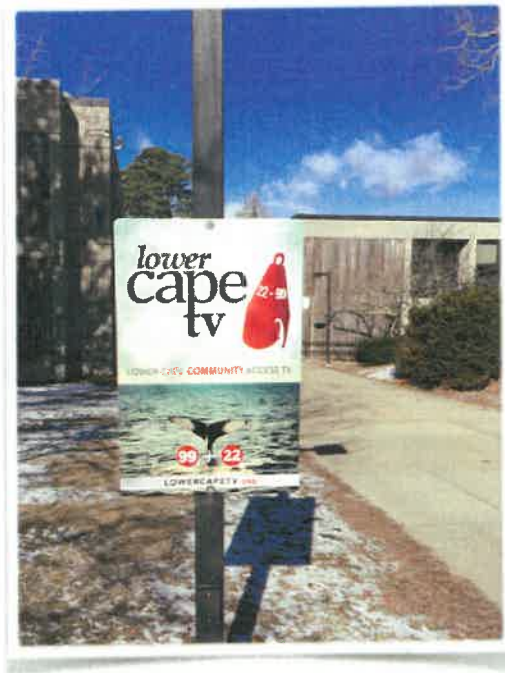
TOWN OF WELLFLEET

LOWER CAPE COMMUNITY ACCESS TV, INC

Board of Selectmen
Wellfleet Town Hall
300 Main Street
Wellfleet MA 02667

Larry Greeley, President
Lower Cape Community Access TV Inc
PO Box 1661
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Cc: Town Administrator
Wellfleet Town Hall
3009 Main Street
Wellfleet MA 02667



2016 Annual Letter

To the LCCAT Community

In the past year, LCCAT has invested in infrastructure and strengthened its role in the community - we are excited about all the positive changes!

Dear Members,

Welcome to Lower Cape Community Access TV's Annual Letter from the Executive Director.

The past year represents the first full year that I have been with the organization. It has been an exciting year and we are all beginning to see positive changes coming into bloom!

The Year in Review

During the past year, our organization has focused on five themes:

- Establishing Balance
- Building Identity
- Growing Relationships
- Role Modeling
- Creating Relevance

In this letter I'll be sharing some of the efforts and results produced by these themes.

1. Establishing Balance

As mentioned in last year's letter, my first goal after joining the organization was to reach balance and stability in multiple areas.

I am happy to report that in **financial** functions, we have established bookkeeping procedures and structured our workflow to more accurately understand the financial dynamics of the organization. We have successfully worked with our outside accounting firm to review and put into place best practices for managing our funds. We developed a short and long term capital plan that is relevant and appropriate for the organization's mission and needs. In short, we have made great strides toward prudent, thoughtful, planned, and documented use of funds to support the organization's mission and will continue on this path in the upcoming year.



In ways large and small - from studio lights to field microphones - we built our infrastructure and improved the facilities we manage for the community.

In the **operational** arena, we worked with an HR management consultant to review roles and ensure correct job category classifications. We re-examined staffing needs and developed a team that allows the organization to be more responsive and agile to our goals of community-based content production, editorial voice, and learning. We began to develop and continue to develop workflow tools and processes to better manage our gear, our studio, and our production efforts. We began to and continue to develop strategies, tools, and techniques to improve outreach and communication to our different constituencies, including community producers, community members, schools and school districts, and towns. The operational effort will continue in the upcoming year, and evolve as our work continues to evolve.

In our **facilities and technology infrastructure** space, we made strong gains. I am delighted to report that investment in three new – and green! – lighting sets is delivering improved studio results. The lights are now safely mounted on a heavy-duty ceiling grid, as well. In reconfiguring the studio lighting, we not only worked with a top-notch lighting designer, but we also put effort into training in the use of the lights and light board so that we could maximize their benefits. New curtains (black, pewter, and green screen) wrap fully around the studio and bring a new level of both production flexibility and studio safety to the space.

We began cycling our circulating gear, updating and adding new elements based on user feedback. We donated two of our cameras



Equipment cards help manage the circulating gear - and they also represent one of the new processes we've put in place this year.

to the high school video production class (they match others the class currently uses), and have begun a process of adding new cameras, tripods, and several varieties of field audio. Gear is now stored in wire cabinets for safety and security. We also instituted equipment cards; before checking out gear, community members complete a short workshop on operational basics and guidelines for use. Upon completion of the workshop, they receive their own level 1 LCCAT equipment card that allows them to checkout basic gear. A variety of other workshops allow people to earn checkout privileges for more complex audio, video, and lighting equipment.

We also began the process of updating our core cablecasting system, working with our vendor to manage the software and hardware upgrades in a planned manner, so that operations continue smoothly and without interruption.

Our business computers have been brought up to date, a secure internal wired and wireless network is running, and broadband fiber now feeds the organization's high bandwidth demands.

The office work area reconfiguration is underway, using a millennial open workspace plan to create a flexible, friendly, and efficient work environment for both staff and community. We have attractive, clear signage to direct people to office, studio, editing suite, and equipment room, as well as external signage directing visitors to the studio/office entrance.

This multi-year facilities and technology infrastructure workplace will continue into next year.

2. Branding and Identity

As we began to create balance in operations, we knew it was important to also restate and relaunch our identity as an organization. Instead of a big splash, we elected to use the strategy of a soft launch, bringing elements into place and testing and adapting them with our community. We are planning a "coming out party" within the next year, to formally introduce to the community the facilities and technology improvements as well as the new look and feel of the organization.

We worked with a Wellfleet-based designer to create a new logo – a red nun channel marker. Waterways are iconic to our region – and we have added the play on words that "channel marker" brings us: marking our region's water channels as well as our television



Our new logo projects a professional and consistent look and appears in many formats, from print, to digital, to video, to banners and backdrops.

channels. The subtle Cape shape along the edge of the red nun adds an additional statement of place.

Our colors – which appear in our new physical space as well as in our marketing materials, video bumpers, station IDs, and signage – pick up the hues we see in our region – the many beautiful greys and grey-blues of the bay and ocean and ponds, the golds and beiges of our grasses and beaches, and the flecks of red from our sunsets and channel markers. We used classic and clean type to further define our identity.

We incorporated the new logo, along with iconic regional images, to create banners for the studio; some became part of set designs, while others hang in our hall to brand the area as part of the LCCAT space. These images also appear on external signs, so that from the moment visitors encounter LCCAT, they experience the visual brand. The branding is also part of a series of new bumpers on LCCAT-produced shows and has been incorporated into the bug which appears within the channels. Equipment cards and crew T-shirts worn in the field sport the logo, creating a consistent identity and sense of belonging among producers as well.

We launched a prototype printed show guide, which we distributed to libraries, senior centers, town halls, and other gathering spots across our five towns. Based on feedback, we are planning a quarterly edition of the guide, which provides both show times as well as producer and content profiles. We don't know what this will develop into, but research shows that in our region people turn to print sources for information, so we know that print needs to be part of our promotional package. We learned people came to workshops after seeing the program guide in the community, so we know the guides serve as a general awareness tool as well as an informational guide.

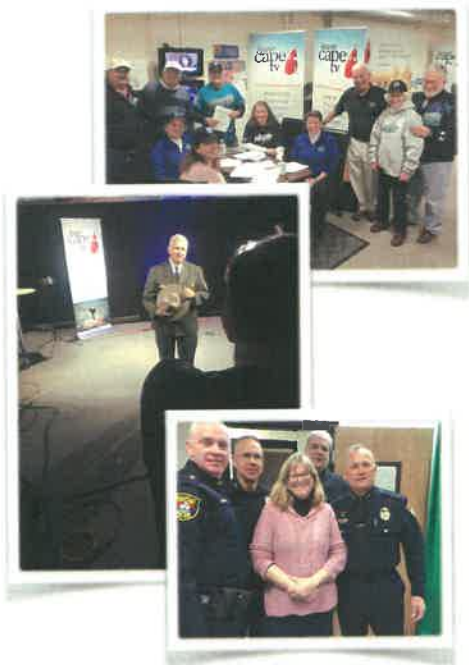
We also began branding ourselves in the social media space, developing a consistent naming convention and visual branding on Facebook, Twitter, and Vimeo. We created a social media short to publicize the effort, and cross-post and cross-promote in all our outreach channels. As a result our digital visibility has increased; over the past year on Vimeo alone we rose from fewer than 100 monthly views to more than 1,000 monthly views.

3. Building Relationships

The next key focus for the year was building relationships with all aspects of our communities. Relationships form the bonding threads that connect us to one another -- and to this special place of Cape Cod.

We reached out to organizations and individuals, creating awareness and offering support, training, and shared production. For example:

- We partnered with the Brewster Whitecaps to create 18 public service announcements, running one a week over the 18 weeks between winter and opening day in June. We also collaborated on an episodic series and will be cablecasting games live with the help of community members. This effort builds on last summer's trial cablecast of three games; the enthusiastic community response led to exploring ways to deliver more.
- We partnered with Wellfleet Harbor Actors Theater (WHAT) to develop a regular series called *Backstage at WHAT*, incorporating interviews and performances in the studio. The current episode features the musical director and actors from the east coast debut of the play *Girlfriend*, discussing the hows and whys of the play, and performing a song from the show.
- We partnered with the Cape Cod National Seashore on multiple projects, ranging from public service announcements to a documentary on volunteer week. The documentary, which will be premiering over the summer, also incorporated another community partner, AmeriCorps.
- We worked with the region's Chiefs of Police to produce a series of announcements about a special Ride Safe program running on New Years Eve - the videos appeared on 99 and 22, as well as LCCAT social media. Many of the government channel 18s and the Facebook and push email messages from a variety of community organizations also used the video; we all shared the goal of a safe New Years Eve.
- We produced a 12-part interview series in collaboration with The Cape Cod Institute, featuring conversations with a variety of leaders in the mind-brain-body space. The series was so successful we are reprising it this upcoming summer with different guests and topics.



The Brewster Whitecaps, the National Seashore, and regional police chiefs were among the many organizations that collaborated on community content with LCCAT.



The CDP celebrated its 100th episode of its weekly show *This Place Matters*. LCCAT added a fun cake and a big shout out to its community partners!



We collaborate with the Nauset School District to produce Superintendent's Spotlight - which puts a human face on schools.



Workshops happen inside and outside ... and coaching and role-modeling happens all the time!

The Community Development Partnership in April celebrated the 100th episode of its weekly show *This Place Matters*, hosted by Susan Lindquist. We celebrated along with the CDP, bringing a fun cake for volunteers, staff and participants ... and a \$100 donation to the nonprofit guest of that show, Food4Kids.

On Education Channel 22, we worked with both Nauset and Truro School districts to train staff, teachers, and parents and support the each district's purchasing decisions for video gear. We also supported the production of shows including the every-other-week Superintendent Spotlight with Nauset superintendent Tom Conrad. We worked closely with Dr. Ann Caretti to produce the Mental Health Awareness series, which runs on both channel 99 and 22; this timely show addresses a range of issues, including a three-part series on addiction with experts from Gosnold and a multi-part of series about families, children, and mental health with other community experts.

We worked with individuals to support the creation of topical shows including Tax Experts, with a panel of tax preparation experts, and Peak Time, a public and community issues show with Truro resident Jack Peak.

We also began a quarterly "PSA Day" in which we set up cameras all day long and invite nonprofits in to record a short PSA. We tested a PSA workshop to help organizations feel more comfortable working with video, and plan to explore other tools to help nonprofits build video storytelling capacity.

4. Role Modeling

The possibilities of community-based media have changed over the past few years. Part of our role is showing what is possible and inspiring others to create a voice. To do this, we need to create and showcase work that looks and feels like the type of work people would aspire to produce. In addition, when we work in the field or teach workshops, we are continually role-modeling best practices and inspiring others in our attitude and professionalism.

One way we role model is through workshops and coaching. Our workshops in the past year included an editing practicum, Final Cut X techniques, studio camera, field camera, equipment card workshops, nonprofit PSA workshops, assignment Turnip Fest, and a variety of others. Workshops represent an area that we will be expanding over the next year.



Different shows demonstrate the many different styles and formats and structures that LCCAT productions can take.

We also informally coach community producers, both in use of equipment and in editing and post-production when they bring their source material to the station. Our team schedules time to sit down 1:1 with people or organizations and coach them through the post production process. The goal is not to “do work” for people, but rather to help and guide community producers as they gain confidence and skills. This informal coaching has proved to be very effective with our members.

On the production side, we have taken the lead to create video content which inspires and builds aspiration. We do this through a variety of shows, intentionally using different styles and different techniques. These include the fast-paced Cape 365, a variety of short news features from the field, the studio-based discussion show The RoundTable, the archival and more gently-paced Wayback Wednesdays which mixes together past and present, the live baseball games, and the musicality of Lower Later. Each of these represents a different genre and utilizes different techniques and different styles, but all share a level of professionalism that demonstrates what we – and the community! – can create using the LCCAT facilities, gear, and support.

In an era in which people have literally said to us “we have YouTube, why do we need public access?” it becomes essential to show the potential that public access brings to a production, potential that goes beyond what can be accomplished with a smart phone and a social media post. We have to lead by example, and by example inspire ideas, engagement, and excitement. Through role modeling, we become a community resource.

5. Creating Relevance

The world is full of media. Everywhere we turn, we see video. Every smart phone creates it. Social media offers a sharing platform for views and opinion. With the click of a button, video can move from the beach to five sharing sites. Access to media tools has never been greater.

However, this plethora of options actually creates an ever-greater need for shared community media. There might be a million social media channels, but communities need a shared communication space to thrive – and with the demise of many once-locally-controlled media, there emerges a gap which begs to be filled.



Responding to community needs, LCCAT has been producing a series of short news features to help our communities share stories about our home and our lives.

In the old west, you had a saloon and then a general store. A church and a school soon followed. But it wasn't until you had a newspaper – the shared community communication technology of the 1800s – that you had a town. In short, communities need a hub of communication to connect the community with itself. As we visit and meet and interact with people across the region, we have heard over and over a strong hunger for local news and local arts, a hunger for a place for local voices to be heard, and a hunger for a place where everyone can participate and share.

Addressing this hunger matters to our organization and to our communities. Building this bridge, this connection, this hub creates a relevance with deep roots of time and in this special place called the Lower Cape.

As we role model production, we intentionally select topics that also address this hunger that we hear. For example, during the past year:

- We produced a series of short interviews with town clerks and town moderators, discussing what Town Meeting is and what it means in shaping the way our communities work.
- We produced a series of news features on community events, ranging from OysterFest in Wellfleet, to a sustainable agricultural event in Orleans. We visited with Mr. Turnip in Eastham and a giant shark in Orleans. We went to Brewster and Truro to show how video story telling is also the story telling of our place and our shared lives.

As we work with community partners, we teach how the resources of LCCAT are also community resources. For example during the past year:

- Through our PSA Days, we have begun to help nonprofits find new ways to share their stories and develop capacity for telling those stories – and LCCAT is beginning to be a relevant resource for this important segment of our region.
- Through our relationship with our regional schools and school districts, we have begun to engage both families and school staff in bringing their stories to the larger community. We are seeing the beginning of video that communicates and connect the dots between the two sides of the school house doors – and

LCCAT plays a relevant catalyst and enabling role in making these connections happen.

This is an area in which we have just begun to work and upon which we will focus additional attention in the upcoming year.

Goals for Next Year

In the upcoming year, we plan to grow and expand upon the work we've begun in the past year. Specifically:

- We will complete the initial phase of facilities and technology infrastructure investment, including studio upgrades and updating older circulating gear, and addressing mobile production needs.
- We will continue to adjust and improve upon our operational processes; no matter how much we improve, we'll always strive to become that much better!
- We will extend our relationship building, reaching more people and continuing the ongoing process of engagement.
- We will roll out new workshops and classes, and respond to community needs in order to deliver what people want.
- We will continue to develop programming that is relevant and enjoyable to watch, to bring more viewers into our channels and to demonstrate the potential of local community media.
- We will work with both organizations and individuals to support and distribute community content.
- We will listen – a lot! – as part of our ongoing partnership with each and everyone of you.

And, of course, we'll remember to have fun ... because this really is fun. I love what we are doing here at LCCAT. I'm proud of what our team and our community has accomplished together in the past year and I can't wait to see what we'll build together in the upcoming year.

Thank you all!

Teresa A. Martin
Executive Director
Lower Cape Community Access TV



We can't wait to continue the work we've begun this year - making LCCAT a true community resource!

LOWER CAPE COMMUNITY ACCESS TELEVISION, INC.
FINANCIAL STATEMENTS
YEAR ENDED DECEMBER 31, 2015
WITH INDEPENDENT ACCOUNTANTS' REVIEW REPORT

LOWER CAPE COMMUNITY ACCESS TELEVISION, INC.
FINANCIAL STATEMENTS
YEAR ENDED DECEMBER 31, 2015
WITH INDEPENDENT ACCOUNTANTS' REVIEW REPORT

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Lynch, Malloy, Marini, LLP
Certified Public Accountants & Advisors
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INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Board of Trustees of
Lower Cape Community Access Television, Inc.

We have reviewed the accompanying financial statements of **Lower Cape Community Access Television, Inc.** (a nonprofit organization), which comprise the statement of financial position as of December 31, 2015, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Brewster, Massachusetts
May 4, 2016

LOWER CAPE COMMUNITY ACCESS TELEVISION, INC.
Statements of Financial Position
December 31, 2015

ASSETS

Current assets	
Cash and cash equivalents	\$ 709,850
Accounts receivable	118,770
Prepaid expenses	<u>3,497</u>
Total current assets	<u>832,117</u>
Property and equipment - net	<u>388,281</u>
Total assets	<u>\$ 1,220,398</u>

LIABILITIES AND NET ASSETS

Current liabilities	
Accounts payable	\$ 1,463
Accrued payroll	<u>4,600</u>
Total current liabilities	<u>6,063</u>
Total liabilities	<u>6,063</u>
Net assets	
Unrestricted net assets	
Operating fund	<u>1,214,335</u>
Total unrestricted net assets	<u>1,214,335</u>
Total net assets	<u>1,214,335</u>
Total liabilities and net assets	<u>\$ 1,220,398</u>

The accompanying notes are an integral part of these financial statements.
See Independent Accountants' Review Report.

LOWER CAPE COMMUNITY ACCESS TELEVISION, INC.

Statements of Activities

For the Year Ended December 31, 2015

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Revenues and support				
Cable revenue	\$ 440,754	\$ -	\$ -	\$ 440,754
Investment income	426	-	-	426
Services - copies, DVD, other	-	-	-	-
Net assets released from restriction	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
 Total revenues and other support	 441,180	 -	 -	 441,180
 Expenses and losses				
Program services	327,397			327,397
General and administrative	28,616			28,616
Fundraising	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
 Total expenses and losses	 <u>356,013</u>	 <u>-</u>	 <u>-</u>	 <u>356,013</u>
 Total increase in net assets	 <u>85,167</u>	 <u>-</u>	 <u>-</u>	 <u>85,167</u>
 Net assets, beginning of year	 1,129,168	 -	 -	 1,129,168
 Net assets, end of year	 <u>\$ 1,214,335</u>	 <u>\$ -</u>	 <u>\$ -</u>	 <u>\$1,214,335</u>

The accompanying notes are an integral part of these financial statements.
See Independent Accountants' Review Report.

LOWER CAPE COMMUNITY ACCESS TELEVISION, INC.

Statements of Functional Expenses
For the Year Ended December 31, 2015

<u>Operating expenses</u>	<u>Program Services</u>	<u>General and Administrative</u>	<u>Fundraising</u>	<u>Total</u>
Advertising & promotions	\$ 1,630	\$ -	\$ -	\$ 1,630
Salaries & wages	179,130	-	-	179,130
Employee benefits	12,661	-	-	12,661
Payroll & HR service fees	5,664	-	-	5,664
Accounting fees	-	7,300	-	7,300
Conferences, conventions	593	-	-	593
Depreciation expense	84,634	-	-	84,634
Equipment maintenance & supplies	11,009	-	-	11,009
Insurance	108	5,733	-	5,841
Licenses & taxes	-	144	-	144
Memberships, dues & training	2,600	-	-	2,600
Office supplies & expense	-	3,960	-	3,960
Payroll taxes	19,232	-	-	19,232
Rent expense	-	4,800	-	4,800
Subcontract labor	8,825	-	-	8,825
Telephone	-	1,032	-	1,032
Travel	1,311	-	-	1,311
Utilities	-	5,647	-	5,647
Total operating expenses	<u>\$ 327,397</u>	<u>\$ 28,616</u>	<u>\$ -</u>	<u>\$ 356,013</u>

The accompanying notes are an integral part of these financial statements.
See Independent Accountants' Review Report.

LOWER CAPE COMMUNITY ACCESS TELEVISION, INC.

Statements of Cash Flows
For the Year Ended December 31, 2015

	<u>2015</u>
Cash flows from operating activities	
Increase in net assets	\$ 85,167
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Depreciation	84,634
(Increase) decrease in	
Accounts receivable	(17,824)
Prepaid Expense	(2,297)
Increase (decrease) in	
Accounts payable	(302)
Accrued expenses	<u>(390)</u>
Net cash provided by operating activities	148,988
Cash flows from investing activities	
Purchase of capital assets	<u>(109,583)</u>
Net cash used by investing activities	(109,583)
Net increase (decrease) in cash	39,405
Balance of cash and cash equivalents at beginning of year	<u>670,445</u>
Balance of cash and cash equivalents at end of year	<u><u>\$ 709,850</u></u>

The accompanying notes are an integral part of these financial statements.
See Independent Accountants' Review Report.

LOWER CAPE COMMUNITY ACCESS TELEVISION, INC
Notes to the Financial Statements
December 31, 2015

Note 1. Organization and Purpose

Lower Cape Community Access Television, Inc. (LCCAT) has received a determination letter from the Internal Revenue Service and has been recognized as a publicly supported charitable (non-profit) as described in Internal Revenue Code Sections 509(a)(1) and 170(b)(1)(a). As such, LCCAT is exempt from Federal and Commonwealth of Massachusetts income taxes under section 501(c)(3) of the Internal Revenue Code.

Its purpose is civic and educational, in that it provides access to local television programming and production to cable television subscribers in the towns of Brewster, Eastham, Orleans, Truro, and Wellfleet (the Towns). Funding for LCCAT is provided pursuant to contractual agreements with the Towns of Wellfleet, Truro, Eastham, Orleans and Brewster and Comcast of Massachusetts. The Wellfleet contract extends through January 31, 2020, Brewster extends through September 17, 2021, Eastham extends through December 16, 2020, Orleans extends through March 31, 2022 and Truro extends through January 31, 2020.

Note 2. Summary of Significant Accounting Policies

This summary of significant accounting policies of LCCAT is presented to assist in the understanding of the LCCAT's financial statements. The financial statements and notes are the representations of the LCCAT's management who is responsible for the integrity and objectivity of the financial statements.

Basis of accounting

The financial statements are presented in accordance with the Financial Accounting Standards Board and are prepared on the accrual basis of accounting which recognizes income when earned and expenses when goods are received and services are rendered.

Fund accounting and net asset classifications

The financial statements are presented in accordance with Accounting Standards Codification 958-205, *Presentation of Financial Statements of Not-for-Profit Entities*. Accordingly, LCCAT reports information regarding its financial position and activities in three classes: unrestricted, temporarily restricted, and permanently restricted.

Unrestricted net assets: Unrestricted net assets include expendable resources over which LCCAT's Board of Directors has discretionary control and are used to carry out LCCAT's operations in accordance with its bylaws.

Temporarily restricted net assets: Temporarily restricted net assets include resources expendable only for those purposes specified by the donor or grantor.

Permanently restricted net assets: Permanently restricted net assets include resources subject to donor-imposed stipulations that they be maintained permanently by the organization.

LOWER CAPE COMMUNITY ACCESS TELEVISION, INC
Notes to the Financial Statements
December 31, 2015

Note 2. Summary of Significant Accounting Policies (continued)

As of December 31, 2015 and for the year then ended, LCCAT held only unrestricted net assets.

Revenue

Program service revenues are recognized on the accrual basis. LCCAT is operating its cable studio and programming operations under individual contracts made with Brewster, Eastham, Orleans, Truro, and Wellfleet. The contracts call for a set percentage, of quarterly Comcast revenues paid to the towns, to go to LCCAT. Other than interest income, LCCAT's only income is cable revenues from these agreements. See note one above for the contract renewal dates by Town.

Donated services

A number of volunteers have donated time to LCCAT. The value of the donated time is not reflected in the financial statements. Some of the services provided did not require specialized skills and there is no objective basis available to measure the value of the services.

Income taxes

LCCAT is a not-for-profit organization and is exempt from income taxes under Section 501 (c) (3) of the Internal Revenue Code. Tax may apply to activities outside of the organizations exempt purpose (unrelated business income), although no such activity has been reported. It is LCCAT's policy to record penalties and interest related to taxes as a current operating expense. During 2015 the organization did not incur any penalties and interest on taxes. As of December 31, 2015, the tax years 2014, 2013, and 2012 Form 990 and Mass form PC were still open for examination by taxing authorities.

Cash and cash equivalents

LCCAT considers highly liquid, short-term investments with an original maturity of three months or less to be cash equivalents. LCCAT utilizes one bank to hold deposits. Cash balances in these accounts exceed federally insured limits. To date, LCCAT has not experienced any losses in these accounts and believes it is not exposed to any significant credit risk on its cash and equivalents.

Allowance for bad debts

The Board of Directors considers the collectability of the receivables annually and feels that an estimate of an uncollectible portion to be unnecessary at December 31, 2015.

LOWER CAPE COMMUNITY ACCESS TELEVISION, INC

Notes to the Financial Statements

December 31, 2015

Note 2. Summary of Significant Accounting Policies (continued)

Property and equipment

Equipment, if any, is valued at cost for purchased items or at fair market value at the time of donation for donated items. Acquisition of items in excess of \$500 are capitalized. Depreciation is calculated based upon a life of 5 years for computers and cable equipment using the straight-line methods, with a half-year convention for assets acquired during the current year; leasehold improvements are depreciated over a period of 10 years using the straight-line method.

Use of estimates

The presentation of financial statements requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Fair Value Measurements

LCCAT applies the provisions of accounting principles generally accepted in the United States of America, which establish a fair value hierarchy for certain financial instruments. The organization's significant financial instruments are Cash and Cash Equivalents. For these financial instruments the carrying value approximate the fair value.

Note 3. Concentrations of Credit Risk

LCCAT had two accounts at the same bank, one bearing interest and one not. Additionally, there is a non interest bearing account at a second bank, carrying a small balance. LCCAT carries balances in excess of the insurance amount provided by the Federal Deposit Insurance Corporation (up to \$250,000). The combined balance in these accounts was \$709,850 at December 31, 2015.

As discussed in Note 1 and 4, LCCAT's revenue is derived from contractual arrangements with five towns on Lower Cape Cod. Due to this, the organization's credit risk on receivables is concentrated due to the limited number of customers.

Note 4. Town contracts

All of LCCAT's revenue is provided by contracts between LCCAT and the towns of Brewster, Eastham, Orleans, Truro, and Wellfleet, Massachusetts. The five towns have granted a cable television license to Comcast of Massachusetts. The agreement between the towns and Comcast calls for the cable company to pay the town a specified percentage of cable revenues each quarter to provide for the management, operation and programming of a Public Access Channel.

The contracts between LCCAT and the towns call for the towns to share a portion (from 42% to 47%) of the quarterly payments. LCCAT provides to the towns Public Access programming, services, facilities and equipment. In 2015, Revenue from the five Towns amounted to \$440,754. LCCAT receives revenue from the Towns after it is distributed quarterly by Comcast. The amounts received by the towns each quarter depend upon cable usage for the customers in each town. Thus, the amounts received by LCCAT varies from quarter-to-quarter.

LOWER CAPE COMMUNITY ACCESS TELEVISION, INC
Notes to the Financial Statements
December 31, 2015

Note 4. Town contracts (continued)

The towns hold a security interest in all equipment or property, real or personal, purchased with funding provided by the towns per the terms of the contracts.

Note 5. Operating lease

The LCCAT's leasing activities consist principally of the leasing of office and studio property under an agreement with the Nauset Regional High School.

A new three year agreement was signed in June of 2014. The minimum annual rentals, under the agreement for all years is \$4,800. In 2015, LCCAT paid annual rent of \$4,800 per year. The agreement contains options to extend for two additional, three year terms.

Note 6. Property and equipment

As of December 31, 2015, property, equipment and the accumulated depreciation thereon, consists of the following:

	Balance 12/31/14	Additions	Balance 12/31/15
Computers and Equipment	\$ 160,873	\$ 68,140	\$ 229,013
Furniture & Fixtures	491	-	491
Software	-	10,350	10,350
Leasehold Improvements	176,804	31,093	207,897
Cable Lines and Network Hubs	271,523	-	271,523
Total	609,691	109,583	719,274
Less: Accumulated Depreciation	(246,359)	(84,634)	(330,993)
Total, Net of Accumulated Depreciation	\$ 363,332	\$ 24,949	\$ 388,281

Note 7. Management Review

The LCCAT has evaluated all subsequent events through May 4, 2016, the date the financials statements were available to be issued.



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Tuesday, January 10, 2017

V

BUSINESS: Dredging alternative. (Art 26, 2016 ATM) & Mayo Creek Restoration
Project update [John Riehl]

REQUESTED BY:	John Riehl, Chair of Mayo Creek Restoration Committee & NRAB
DESIRED ACTION:	TBD
PROPOSED MOTION:	TBD
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____

Dear Ms Tilas:

Wellfleet's environment is a critical part of our Town. The health of this environment has broad citizen support.

The Town revolves around its harbor, which is a nexus of support bringing together visitors, shell-fishermen, boaters and lovers of nature and our scenery. Dedicated volunteers are found on many environmentally focused Town committees and boards, such as the Conservation Commission, Open Space and Natural Resources Advisory Board. Citizen support is also evident with many volunteers serving the Wellfleet Conservation Trust, Massachusetts Audubon Society and the Cape Cod National Seashore.

Together these volunteers and the Town are helping to move forward a major project in restoring the Herring River estuary.

This request to the Massachusetts Environmental Trust concerns a smaller estuary restoration: Mayo Creek. Smaller, but in a critical location at the marina inner harbor, near Town center. This portion of the harbor suffers from high dissolved nitrogen and coliform bacteria. Increasing the tidal flow of Mayo Creek, emptying as it does into the inner harbor, would help alleviate both those concerns.

The Mayo Creek Restoration Committee was chartered by the Board of Selectmen in 2014 to devise a path to restoration of the Mayo Creek estuary. A recently completed hydrodynamic modelling study – funded by MassBays – has found a pathway to restoration through a modified culvert design. Critically this design that would allow restoration without impacting abutting property owners.

The Board of Selectmen continue to support this restoration project. We recognize that Restoration of Mayo Creek requires much care in respecting concerns of abutters. The work proposed in this submission provides for additional hydrology science review to provide a further basis to address these concerns.

We continue to support a way forward for Mayo Creek that balances restoration and abutter concerns.

The Wellfleet Board of Selectmen enthusiastically support the work proposed.

Dennis Murphy,
Chair Board of Selectmen



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Tuesday, January 10, 2017

VI

BUSINESS: New development plans based on recent court ruling for Cumberland Farms, Inc. vs ZBA

REQUESTED BY:	David Agger
DESIRED ACTION:	TBD
PROPOSED MOTION:	TBD
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Tuesday, January 10, 2017

VI

BUSINESS: Approval of Cemetery Gift Fund

REQUESTED BY:	TA and Cemetery Commissioners
DESIRED ACTION:	Approve a cemetery gift fund.
PROPOSED MOTION:	I move to vote to approve a Cemetery Gift Fund.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____

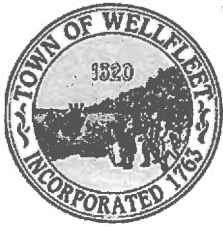


BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Tuesday, January 10, 2017

VII

TOWN ADMINISTRATOR'S REPORT



TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667

Tel (508) 349-0300 Fax (508) 349-0305

www.wellfleetma.org

To: Board of Selectmen
From: Dan Hoort, Town Administrator
Subject: Town Administrator's Report
Date: January 6, 2017

This report is for the period December 3, 2016 through January 6, 2017.

1. General

- a. Attending MMA Conference in Boston on January 20 and 21, 2017.
- b. Joint meeting with Truro, Eastham and Wellfleet on Substance Abuse/Mental Health Navigator program presented by Outer Cape Health Services is scheduled for February 2, 2017 at the Wellfleet Council on Aging.

2. Fiscal Matters

- a. Budget process ongoing.
- b. Another review of the CIP requests is currently in progress.

3. Meetings

- a. December 5 – Kick off meeting for police station renovations.
- b. December 12 – Met with Library Board of Trustees.
- c. December 14 – Attended Community Preservation Committee grant application review meeting.
- d. December 19 – Met with representatives from Outer Cape Health Services regarding Substance Abuse/Mental Health Navigator.
- e. December 20 – Met with Recovery 349 group.
- f. December 28 – Attended Shellfish Advisory Board meeting.
- g. January 4 – First meeting of WEA collective bargaining negotiations.
- h. January 5 – Meet with representatives from Water and Wastewater to discuss future.

4. Complaints.

- a. none

5. Miscellaneous.

- a. E-mailed December monthly report on Future Concerns, etc. to Selectmen.
- b. Requested Building Needs and Assessment Committee look at old Shellfish Building, the old Council on Aging building and the South Wellfleet Fire Station and make recommendation to the Board of Selectmen.

6. Personnel Matters:

- a. Full-time Building Inspector Justin Post will start on January 23rd.
- b. Town Accountant position deadline was November 18th. First round of interviews is complete and review process is underway.

[illegible]



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Tuesday, January 10, 2017

IX

CORRESPONDENCE AND VACANCY REPORT

Date: January 5, 2017
To: Board of Selectmen
From: Jeanne Maclauchlan
Re: Vacancies on Town Boards

Bike & Walkways Committee (5 Members)

Vacant Positions	Appointing Authority	Length of Term
2 Positions	Board of Selectmen	3 years
Requesting Appointment: One application on file		

Building and Needs Assessment Committee (5 Members)

Vacant Positions	Appointing Authority	Length of Term
1 Position	Board of Selectmen	3 years
Requesting Appointment: No applications on file		

Cable Advisory Committee (5 Members)

Vacant Positions	Appointing Authority	Length of Term
2 Positions	Board of Selectmen	1 year
Requesting Appointment: No applications on file		

Commission on Disabilities (up to 7 Members)

Vacant Positions	Appointing Authority	Length of Term
6 Positions	Board of Selectmen	3 years
Requesting Appointment: No applications on file		

Comprehensive Wastewater Management Planning Committee (7 Members)

Vacant Position	Appointing Authority	Length of Term
3 Positions	Board of Selectmen	3 years
Requesting Appointment: No applications on file		

Cultural Council (no more than 15 members)

Vacant Positions	Appointing Authority	Length of Term
1 position	Board of Selectmen	3 years
Requesting Appointment: No applications on file		

Energy Committee (11 members total)

Vacant Positions	Appointing Authority	Length of Term
1 BOS Rep	Board of Selectmen	3 years

Finance Committee (9 members, 2 alternate)

Vacant Positions	Appointing Authority	Length of Term
2 Alternate Positions	Town Moderator	3 years
Requesting Appointment: No applications on file		

Herring Warden (1 Warden, 1 Assistant Warden)

Vacant Positions Appointing Authority
1 Assistant Position Board of Selectmen
Requesting Appointment: No applications on file

Length of Term
3 years

Personnel Board (4 members + TA + FinCom Rep)

Vacant Positions Appointing Authority
1 Position Board of Selectmen
Requesting Appointment: No applications on file

Length of Term
3 years

Recycling Committee (11 members)

Vacant Positions Appointing Authority
2 Positions Board of Selectmen
Requesting Appointment: No applications on file

Length of Term
3 years

Shellfish Advisory Board (7 Members, 2 Alternates)

Vacant Positions Appointing Authority
1 Alternate Position Board of Selectmen
Requesting Appointment: No Applications on file

Length of Term
3 years



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Tuesday, January 10, 2017

X

MINUTES

REQUESTED BY:	Executive Assistant
DESIRED ACTION:	Approval of meeting minutes
PROPOSED MOTION:	I move to approve the minutes of November 22, December 6, December 13 & December 19, 2016 as printed/as amended.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____



DRAFT
Wellfleet Board of Selectmen
Minutes of November 22, 2016
Wellfleet Town Hall Hearing Room

Present: Selectmen Dennis Murphy, Helen Miranda Wilson (arrived for the public meeting at 7 PM), Janet Reinhart; Berta Bruinooge, Jerry Houk (arrived at 6:20 PM); Town Administrator Dan Hoort and Assistant Town Administrator Brian Carlson

In open session Chairman Dennis Murphy called the meeting to order at 6:00 pm and read the purpose of the executive session as printed on the Agenda for November 22, 2016 and stated:

MOTION 217-117: I move that the Board of Selectmen vote, Pursuant to MGL C. 30A, §21, Clause [3] to go into executive session for the purpose to discuss strategy with respect to collective bargaining and litigation; and to review the current status and strategy recommendations with Town Counsel with regard to the matters listed on the November 22, 2016 agenda. Having this discussion in open session would have a detrimental effect on the bargaining and litigation position of the Town. The Board will convene in open session thereafter. Bruinooge seconded and the motion passed by a roll call vote where each Murphy, Bruinooge and Reinhart said "Aye".

OPEN SESSION (7:03 PM, Great Pond Room)

Announcements, Open Session and Public Comment [7:00]

- ☐ Denny O'Connell announced a farewell celebration on December 8, 2016 from 4 pm to 6 pm at the COA in recognition of the volunteering services of Peter and Marika Hall, who will be leaving town.
- ☐ Reinhart announced that after the recent Harbor closure shellfishermen need help and encouraged everyone to buy oysters for the holidays.

Licenses: Liquor License Renewals

MOTION 217-118: Reinhart moved and Wilson seconded to approve the applications for Liquor License renewals of Bookstore & Restaurant; The Wagner at Duck Creek; Marconi Beach Restaurant; Seaside Liquors; Wellfleet Marketplace; Finely JP's; Wellfleet Mobil; The Wicked Oyster; Wellfleet Harbor Actor's Theater; PB Boulangerie Bistro; Wellfleet Preservation Hall; JB's Pizza Bar & Grill; Blackfish Variety. The motion passed 5-0.

Licenses: Common Victualers Business License Renewals

Wilson recused from voting on Moby Dicks business license renewal for being an abutter to the venue.

MOTION 217-119: Reinhart moved and Bruinooge seconded to approve the Common Victualer's license renewal for Moby Dicks. The motion passed 4-0.

MOTION 217-120: Wilson moved and Reinhart seconded to approve the common victualler's license renewal applications for Blackfish Variety; Boathouse Fish Market; Bob's Sub & Cone; Box Lunch; Bocce Italian Grill; Catch of the Day; Cumberland Farms; Even'tide; Express Mart; Flying Fish Café; Hatch's Fish Market; JB's Pizza Bar & Grill; Lighthouse Restaurant; Mac's Seafood Takeout; PJ's Family Restaurant; South Wellfleet General Store; Van Rensselaer's; Wellfleet Beachcomber; Wellfleet Marketplace; Wellfleet Motel & Lodge; Winslow's Tavern. The motion passed 5-0.

Licenses: Automatic Amusement License Renewal: Bob's Sub & Cone

MOTION 217-121: Rinehart moved and Bruinooge seconded to approve the Automatic Amusement License renewal application for Bob's Sub & Cone. The motion passed 5-0.

Licenses: Weekday Entertainment License Renewal: Bocce Italian Grill; Flying Fish Café; Van Rensselaer's; Wellfleet Beachcomber; Winslow's Tavern

Per Wilson's suggestion the review of Bocce Italian Grill application for Weekday Entertainment License was tabled until a representative is able to attend the Board's meeting.

MOTION 217-122: Wilson moved and Reinhart seconded to approve the applications for Weekday Entertainment License Renewal of Flying Fish Café; Van Rensselaer's; Wellfleet Beachcomber and Winslow's Tavern. The motion passed 5-0.

Appointment Request(s): Anne E. Freyss for appointment to the Historical Commission

Anne Freyss expressed her interest to serve on the Historical Commission.

MOTION 217-123: Houk moved to appoint Anne Freyss to the Historical Commission with term ending June 30, 2017. Reinhart seconded and the motion passed 5-0.

Appointment Request: Lew Schwartz to Cultural Council with term ending June 30, 2019

Lew Schwartz presented his interest to serve on the Cultural Council.

MOTION 217-124: Bruinooge moved and Wilson seconded to appoint Lew Schwartz to the Cultural Council with term ending June 30, 2019. The motion passed 5-0.

Use of Town Property: Mayo Beach on September 9, 2017, 4 pm-5 pm for a wedding ceremony

MOTION 217-125: Reinhart moved and Bruinooge seconded to approve the request of Elizabeth McKeon & Nathan Paoletta to use Mayo Beach on September 9, 2017, 4 pm - 5 pm for a wedding ceremony; Wilson added that no parking spaces can be guaranteed and applicants will be responsible for trash pick-up after the event. The motion passed 5-0.

Use of Town Property: Mayo Beach from mid-June through early September for yoga classes

MOTION 217-126: Bruinooge moved and Reinhart seconded to approve the request of Della Spring to use Mayo Beach on Tuesdays & Thursdays from June 20 to September 21, 2017 from 8:30 am to 9:45am for yoga classes with event fee \$200 and proof of liability insurance. The motion passed 5-0.

Use of Town Property: Baker Filed for Soccer Camp August 21-August 25, 2017

The selectmen asked for a signed contract for the soccer camp. A representative from Challenger Sports explained that the contract is pending approval of the use request. Community Services Director Suzanne Grout Thomas referred to her memo for the use of Town property fee and recommended a use fee of \$525 per each year.

MOTION 217-127: Bruinooge moved contingent on receiving a copy of 3-year contract to approve the Challenger Sports request to use Baker's Field for soccer camp, August 21-August 25, 2017 with event fee \$525. The motion passed 5-0.

Business: Review of the Shellfish Department Budget

Murphy explained that the review of the Shellfish Department budget is part of the BOS 2016-2017 goals. Shellfish Constable Andrew Koch answered questions about contract services, staffing and culching needs and challenges. Reinhart wanted to know what the revenue of the department is. Koch said that the shellfish permits revenue and information is with the Principal Clerk. Koch explained that on paper it looks like the department is losing, but in reality people come to Wellfleet for the Wellfleet Oysters and shellfishermen are making livelihood. Reinhart asked to have the shellfish permits numbers and revenue included in the annual report. Wilson explained that the Division of Marine Fisheries (DMF) provides statistics, but this does not include the wild fisheries. Hoort said that for next year budget, he will expect more detailed outlook for the functions of each department. He will also be working on the economic value and benefit of the harbor and shellfishing industry. Wilson wanted to know how cost effective recreational shellfishing is and how many hours are put into it for enforcement and compliance, and requested this information in writing. Bruinooge wanted to know how much revenue recreational licenses bring. Principal Clerk Jeanne Maclauchlan will provide the numbers. Koch said that it will take a full year for the written reports to be prepared. Murphy said that a concern has been brought to him that the shellfishing has been decreasing, and advised that Koch needs to set achievable goals to maximize the shellfishing industry. Koch said that he can set bigger goals, but this would cost money. Koch explained the culching cost and challenges with trucking culch from off Cape. Murphy wanted to know why DPW trucks are not utilized to bring shells back when they are coming from recycling centers off Cape. Brad Morris said that as a wild picker he does not think that there is a need for any more shells, because the shells do not provide good oysters and there must be a better option. Koch confirmed that the oyster shells are the best option, but the take out is much bigger than the return. Tim Hughes said that an experiment has been done years ago with cultch with and without oyster seed. Wilson wanted to know what happened with the upweller. Koch said that this equipment did not work and he had asked former TA Tim Smith what to do with it and was told that if the asset was under \$500 to dispose it. Barbara Austin had a question about the Zimmerman property and plans for future. Koch said that the grant was arranged for another year and since the property is for sale, this may not be an issue soon. Hoort explained that the cost of the grant currently is at \$2,500 and the new request is for \$10,000. Koch said that if this arrangement with the Zimmerman's does not work out he has a different area off of Indian Neck. The discussion concluded with the goal request and providing more details and updates on the monthly report.

Business: Review and approval of 2017 Board of Selectmen Meeting Calendar¹

MOTION 217-128: Reinhart moved to approve the 2017 Board of Selectmen Meeting Calendar as printed. Wilson seconded and the motion passed 5-0.

Business: Senior Citizen Property Tax Work-Off Policy² (127) – Increase from \$1,000 to \$1,500 the maximum abatement a taxpayer over 60 years old may earn each fiscal year.

Wilson wanted to know the number of participants over the last year Suzanne Grout Thomas said that there are seven participants currently. They help in the Tax Collector's and Assessor's office, Health & Conservation, Library and Building Department. Terkanian wanted to know if there is a similar change for the Veteran's Tax Work Off policy.

MOTION 217-129: Bruinooge moved to amend the Senior Citizen Property Tax Work-Off Policy (127) – Increase from \$1,000 to \$1,500 the maximum abatement a taxpayer over 60 years old may earn each fiscal year. Wilson seconded and the motion passed 5-0.

There is another change requested by Hoort, but this will be presented at a future meeting.

Business: Gull Pond Road Local Initiative Program Regulatory Agreement Release

Elaine McIlroy on behalf of Ted Malone presented a request to release the Gull Pond Road Local Initiative Program Regulatory Agreement.

DRAFT

MOTION 217-130: Reinhart moved to release the Local Initiative Program Regulatory Agreement. Bruinooge seconded and the motion passed 5-0.

Business: Authorize TA to sign Notice of Award³ of Police Station Renovation to General Contractor
MOTION 217-131: Bruinooge moved to award the police station renovation contract to J.J Cardosi, Inc and to authorize the TA to sign the notice of award. Reinhart seconded and the motion passed 5-0.

Business: Vote to sign and send a letter of support⁴ to our legislative State and Federal delegation supporting the need for the Army Corps to fund and dredge the Federal channel.
Reinhart suggested contacting more legislators for support. Hoort said that he will put a sample letter on the web site for interested parties to use and customize.

MOTION 217-132: Bruinooge moved to approve, sign and send a letter of support to legislative State and Federal delegation requesting the Army Corps to fund and dredge the Federal Channel. Reinhart seconded and the motion passed 5-0.

Town Administrator's Report⁵

Bruinooge had a question on Route 6 and Main St intersection design. Hoort said that this will come in front of the Board on December 6.

Topics for Future Discussions

- ☐ Bruinooge – get a response to Alex Hay/SPAT's letter demanding course of action for Noro virus.
- ☐ Wilson - Letter to Governor Baker for Pilgrim Nuclear Power Plant closure; Follow-up with Mark Forest; Use of Town Property beach requests to be logged in a calendar.
- ☐ Reinhart – follow-ups on the tree cutting, dog complaints and snow plowing complaints; Discussion with OCHS about Mental Health and Substance Abuse Navigators.

Correspondence⁶ and Vacancy Report⁷

Minutes

MOTION 217-133: Reinhart moved and Wilson seconded to approve the minutes⁸ of October 25, 2016 as amended by Wilson. The motion passed 5-0.

Adjournment:

MOTION 217-134: Reinhart moved and Wilson seconded to adjourn the meeting at 9:11 pm. The motion passed 5-0.

Respectfully submitted,

Michaela Miteva, Executive Assistant

¹ 2017 BOS Meeting Schedule

² Senior Citizens Tax Work-Off Policy

³ Notice of Award for Police Station Renovation

⁴ Letter of support to legislators to support a request to Army Corps for federal channel dredging

⁵ TA report of 11/18/16

⁶ Correspondence report of 11/22/16

⁷ Vacancy report of 11/18/16

⁸ Draft minutes of 10/22/15



DRAFT
Wellfleet Board of Selectmen
Minutes of December 6, 2016
Wellfleet Senior Center

Present: Selectmen Dennis Murphy, Helen Miranda Wilson, Janet Reinhart; Berta Bruinooge, Jerry Houk; Town Administrator Dan Hoort, Assistant Town Administrator Brian Carlson

Murphy called the meeting to order at 7 PM.

Announcements, Open Session and Public Comment [7:00]

- ☐ Wilson expressed appreciation to Peter Hall for his volunteer service to the Town.
- ☐ Police Chief Ron Fisette announced a movie with Santa on Saturday, December 10 and invited the public to attend. He also said that "Toys for Tots" is going on until Sunday, December 11 and asked for participation in the program.
- ☐ Don Palladino announced bi-monthly Herring River Restoration Project (HRRP) open meetings at the Library starting in January. More publicity and details will follow. He added that in the spring there will be outreach in collaboration with WHAT Theater. The Friends of Herring River continue to meet with individual property owners and encouraged concerned residents to contact them,
- ☐ Brian Carlson said that the Town is has been classified as Class 8 with the FEMA Community Rating System and this will result in about 10% reduction on the flood insurance premiums.
- ☐ Sky Freis-Cole shared a flyer about a winter stroll on Saturday from 4-5:30 pm organized by the Wellfleet Chamber of Commerce. Houk thanked Freis-Cole for bringing the Christmas stroll back.
- ☐ Trudy Vermehren and Tim Callis gave an update on the Wellfleet Arbor Committee proposal to the CPC and said that they are going forward with the funding application and will bring more information to the Selectmen in the near future.

Murphy opened the public hearings at 7:05 pm. The Shellfish Constable had provided his recommendations in writing with the Board of Selectmen meeting materials.

Public Hearing: Transfer shellfish grant license # 05-01 from Nate O. Johnson to Nate O. Johnson and Rodney Avery

MOTION 217-135: Reinhart moved and Bruinooge seconded to approve the request of Nate O. Johnson to transfer shellfish grant license # 05-01 from Nate O. Johnson to Nate O. Johnson and Rodney Avery. The motion passed 5-0.

Public Hearing: Renewal of shellfish grant license # 792 for a ten-year period.

Reinhart wanted to know more information about ARC. The grant holder provided details about the corporation. Wilson said that under 7.8.7 there are certain requirements and asked if the regulations are followed. Bruinooge clarified that these reports go to the Shellfish Constable, not to the Board of Selectmen. The applicant had the 2015 and 2016 reports and presented them to Wilson.

MOTION 217-136: Houk moved and Wilson seconded to approve the application from ARC to renew shellfish grant license # 792 for a ten-year period. The motion passed 5-0.

Public Hearing: Transfer shellfish grant license # 2000-2 from Stephen Pickard to Stephen Pickard, Iris R. Pickard and Benjamin T. Pickard and to renew it for a ten-year period.

DRAFT

MOTION 217-137: Houk moved and Wilson seconded to approve Stephen Pickard's request to transfer shellfish grant license # 2000-2 from Stephen Pickard to Stephen Pickard, Iris R. Pickard & Benjamin T. Pickard & to renew shellfish grant license #2000-2 for a ten-year period. The motion passed 5-0.

Public Hearing: Amendment of Shellfishing Rules and Regulations definitions, table of contents and section 7.16.

Wilson explained the need for the proposed changes to the Shellfishing Rules and Regulations and said that the request came from the SAB and it is time sensitive.

MOTION 217-138: Reinhart moved to approve to amend Shellfishing Rules and Regulations definitions, table of contents and section 7.16. Bruinooge seconded and the motion passed 5-0.

Public Hearing: Request of Caroline J. Parlante for the Bombshelter Pub to remain open until 2 am on New Year

MOTION 217-139: Houk moved to grant the request of Caroline J. Parlante for the Bombshelter Pub to remain open until 2:00 am on New Year's Eve. Reinhart seconded and the motion passed 5-0.

Appointment: Brett Morse for appointment to Shellfish Advisory Board

Brett Morse expressed his interest to serve on the Shellfish Advisory Board. Bruinooge endorsed the application of Morse. Wilson asked if Morse had ever attended SAB meetings, and thanked him for his willingness to serve. Barbara Austin clarified that there is a regular and an alternate vacancy on the SAB.

MOTION 217-140: Bruinooge moved and Reinhart seconded to appoint Brett Morse to the Shellfish Advisory Board with term ending June 30, 2019. The motion passed 5-0.

Appointment: Christiane Mason for appointment to Cape Light Compact (alternate) and Energy Committee (alternate)

Christiane Mason presented her interest to serve the community as an alternate member on the Energy Committee and as a Wellfleet representative on the Cape Light Compact. Dick Elkin endorsed her application.

MOTION 217-141: Houk moved and Bruinooge seconded to appoint Christiane Mason as Wellfleet representative on the Cape Light Compact (alternate) and to the Energy Committee (alternate) with term ending June 30, 2019. The motion passed 5-0.

Appointment: David Mead-Fox for appointment on the Energy Committee (alternate)

David Mead-Fox expressed his interest to serve on the Energy Committee as an alternate member. Dick Elkin supported Mead's application.

MOTION 217-142: Wilson moved and Reinhart seconded to appoint David Mead-Fox as an alternate member on the Energy Committee with term ending June 30, 2019. The motion passed 5-0.

Appointment: Stephen Cooney for appointment on the Marina Advisory Board

Stephen Cooney presented his interest to serve on the Marina Advisory Board.

MOTION 217-143: Reinhart moved and Bruinooge seconded to appoint Stephen Cooney to Marina Advisory Board with term ending June 30, 2018. The motion passed 5-0.

Reappointment: Shellfish Constable - Andrew Koch

Wilson opened the discussion by saying that the Board should decide whether to renew Koch's contract or not. Houk said that Koch should be given the opportunity to meet in Executive Session with attorney's

representation or have the meeting in open session. Discussion ensued where the selectmen discussed terms of renewal of the contract with Koch.

MOTION 217-144: Houk moved to reappoint Andrew Koch to be the Shellfish Constable for 90-day period. Bruinooge seconded. Wilson supported Houk's idea for giving Koch a choice for executive or open session, but did not find the 90-day contract extension appropriate. Bruinooge explained that the 90-day reappointment will give the Board time to make a decision. Reinhart agreed with Bruinooge. Houk reconsidered his motion to be for up to 60-day reappointment. Koch said that for the 13 years serving as Shellfish Constable he has always tried to do his best, but for all these years he had encountered a lot of back talk. Koch expressed preference for a public session, since he has nothing to hide and asked for the 60-day extension after his December 31, 2016 contract expiration. The motion passed 4-1 (Wilson). The Board verbally agreed to initiate a review process as soon as possible after the holidays.

Reappointment: Assistant Shellfish Constable – John Mankevetch

John Mankevetch said that he loves his job as Assistant Shellfish Constable and would like to continue.

MOTION 217-145: Houk moved and Wilson seconded to reappoint John Mankevetch as Assistant Shellfish Constable with a term ending December 31, 2019.

Reappointment: Deputy Shellfish Constable – Christopher Manulla

Christopher Manulla expressed his desire to continue to serve as Deputy Shellfish Constable.

MOTION 217-146: Wilson moved and Bruinooge seconded to reappoint Christopher Manulla as Deputy Shellfish Constable with term ending December 31, 2019.

Use of Town Property: Richard Murphy Jr. to use Mayo Beach on June 2, 2017, 2–5pm for a wedding.

MOTION 217-147: Bruinooge moved and Wilson seconded to approve the request of Richard Murphy Jr. to use Mayo Beach on June 2, 2017, 2–5 pm for a wedding ceremony with a fee due \$100. Wilson said that the Recreation Department comments need to be taken into consideration. The motion passed 5-0.

Use of Town Property: Friends of the Library to use Town Hall Driveway on July 9 and August 6, 2017 (rain dates 7/16 & 8/13), 9–11 am for annual book sale.

MOTION 217-148: Wilson moved and Bruinooge seconded to approve the request of Friends of the Library to use Town Hall Driveway on July 9 and August 6, 2017 (rain dates 7/16 & 8/13), 9–11 am for annual book sale with no fee. The motion passed 5-0.

Use of Town Property: Wellfleet Chamber of Commerce to hold a Holiday Tree Lighting on December 10, 2016, 4–5:30 pm at Town Hall front lawn.

MOTION 217-149: Reinhart moved and Bruinooge seconded to approve the request of Wellfleet Chamber of Commerce to hold a Holiday Tree Lighting on December 10, 2016, 4–5:30 pm at Town Hall front lawn. Wilson referred to the gas inspector's comment for hooking up the proposed gas heater by a licensed plumber. The motion passed 5-0.

Business: Discussion of vacant parcels of land with authorized Planning Board members

Gerry Parent, Planning Board Chair and Alfred Pickard, member of the Planning Board said that the purpose for this discussion is the former Edwina Wright's property on School Street. They explained that there was a proposal for a preliminary subdivision brought to the Planning Board and the resulting complications with this proposal. Parent said that the Planning Board has voted unanimously to recommend to the Board of Selectmen to review the land and consider purchasing the property to use it as an additional parking. Parent said that the Congregational Church has also expressed desire to purchase it and possibly in partnership with the Town. Houk wanted to know which lot would be the considered for purchase with the church. Parent

explained that the purchase could be structured contingent on access through the church parking lot. Parent said that CPC funds are not available for parking lots, but if the property was purchased as affordable or senior housing, then CPC funds could be appropriated. Houk wanted to know if the Conservation Trust could be involved in determining the use of the property and its restrictions and possibly purchase it. Bruinooge liked the Planning Board's proposal, but wanted to know how much acreage is involved. Parent answered the question. Reinhart also found the idea good, but suggested first finding out if the Church has any interest for collaboration. Wilson said that the Board has not received any information in advance with the meeting packers and requested compliance with the meeting materials and agenda protocol. Pickard said that this is an opportunity to possibly acquire the last vacant lot in down town. Murphy said that the Board needs to establish a direction and decide how to proceed. Wilson wanted to confirm that there was a consensus for purchasing it, and the Board verbally expressed desire to further pursue this matter. The discussion concluded without any action taken by the selectmen.

Business: Update on progress of Route 6 and Main Street intersection design.

Jill McLaughlin, P.E. of Stantec gave an update on the progress of Route 6 and Main Street intersection design. The highlights of the presentation included a project timeline, proposed design, areas of environmental sensitivity concerns, road safety audit findings and proposed design considerations, including upgrade of the signal equipment, left turn lanes and improved drainage and pavement, together with design alternatives. In conclusion McLaughlin said that MassDOT is in agreement with the proposed designs. She clarified that before construction can begin, temporary right-of-way access will have to be secured. She also said the MassDOT has asked for evaluation of roundabout at the intersection and determination of whether it would be more beneficial over a traffic signal. The findings will be presented to the Town and MassDOT and the decision will be based on the study findings. McLaughlin said that the initial submission will be in the spring of 2017. Murphy suggested that a long trailer making a left turn should be considered when studying and evaluating the options. Murphy wanted to know if any land takings will be needed for adding sidewalks. Wilson wanted to find out how bicycles will be accommodated. Bruinooge said that cars will have to considerably slow down to about 25 miles an hour if there was a roundabout and said that there is a big difference at this intersection during the summer. The Board did not support the rotary option. Police Chief Fisette said that the MassDOT needs to be informed about the Town's position on the bike lanes. All feedback was appreciated by McLaughlin, who will bring it to the engineering team. The consensus of the Board was to move on with the bike lanes. Elkin suggested that there should be a public forum to inform the community about the plans sometime in January.

Business: Disposition of town land to the care and custody of the Conservation Commission. Map 8 Lot 270 and Map 41 Lot 189. [Open Space Committee]

ATA Brian Carlson presented the request of the Open Space Committee and referred the Board to his memo¹ on the subject.

MOTION 217-150: Wilson moved to direct the TA to begin the process for disposition of town-owned land Assessors Map 8 Lot 270 and Map 41 Parcel 189. Bruinooge seconded and the motion passed 5-0.

Business: Citizens for Community Policing/Recovery 349 – request for funding for Mental Health/Substance Abuse Navigator

Dennis Cunningham presented a request for funding for a Mental Health/Substance Abuse Navigator. He explained that a Mental Health/Substance Abuse Navigator is a person who assist people to get through the healthcare system and talked about the benefits of having such Navigator. He said that the request was to direct the TA to reach out to OCHS to find out what it would take to hire a Mental Health/Substance Abuse Navigator. He also said that the State has just updated their study *My Choice Matters* and the new findings about substance abuse in Massachusetts. Bruinooge wanted to know if this was more of a health issue and should it be under the Health Agent purview. Wilson shared her understanding of this position based on

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information she got from Provincetown. She suggested having multiple navigators all over Barnstable County. Reinhart said that OCHS Director Barbara Prazak is in support of this. Wilson wanted to find out what the County is doing about this. The Selectmen had a unanimous consensus to go forward with this matter.

Business: Vote to authorize the TA to sign a Contract with Coastal Engineering for design of expanded parking and new septic system at White Crest Beach parking lot

Hoort explained that this was approved at 2014 Town Meeting. A recent RFQ was conducted and Coastal Engineering was the successful proposer. Wilson suggested no trees to be planted at the site.

MOTION 217-151: Bruinooge moved and Wilson seconded to authorize the TA to sign a Contract with Coastal Engineering for design of expanded parking and new septic system at White Crest Beach parking lot. The motion passed 5-0.

Business: Authorize the TA to sign a three-year contract with Challenger Sports for soccer camp.

Per Wilson's suggestion the Board discussed an amount for a reasonable deposit.

MOTION 217-152: Wilson moved to authorize the TA to sign a three-year contract with Challenger Sports for soccer camp and to require a \$2,500 annual bond for each year of the contract in addition to the \$525 use fee for each year of the contract. Bruinooge seconded and the motion passed 5-0.

Business: Revised letter of support to Governor Baker to close Pilgrim Nuclear Power Plant²

MOTION 217-153: Wilson moved to vote to send the revised letter of support to Governor Baker to close Pilgrim Nuclear Power Plant. Bruinooge seconded and the motion passed 5-0.

Business: Request for early dismissal on December 20, 2016 for employee Christmas Party at the COA.

MOTION 217-154: Bruinooge moved to vote to approve an early dismissal for non-essential employees on December 20, 2016 for employee Christmas Party at the COA. Reinhart seconded and the motion passed 5-0.

Business: Authorize the TA to sign Chapter 91 Waterways Dredging Application³

MOTION 217-155: Bruinooge moved to vote to authorize the TA to sign Chapter 91 Waterways Dredging Application. Houk seconded and the motion passed 5-0.

Town Administrator's Report⁴

Wilson wanted to know the status of filling the Building Inspector's and Town Accountant's vacancy. Hoort said that four Building Inspector applications have been received and six Town Accountant applications and interviews will be scheduled in the next few weeks.

Topics for Future Discussions

- ☐ Bruinooge asked for a hand mike for people who speak from the floor.
- ☐ Reinhart said that many people in Town are talking about water – drinking, harbor, and shellfish and suggested getting together with the Marina Advisory Board and Board of Water Commissioners to brainstorm about water issues and challenges.
- ☐ Murphy reminded the Board that there has been a letter from Slade Associates about the Landing Strip survey. The Town Administrator should have this adjusted at the next assessor's atlas update. Wilson suggested talking about this in executive session.
- ☐ Murphy suggested scheduling a public hearing about shell fisherman infraction for the first meeting in January.

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- ☐ Wilson suggested to notify concerned parties about the matter for public hearing. Section 11 on the Shellfishing Rules and Regulations.
- ☐ Wilson proposed to consider the Charter Review Committee proposal for delegating the signing of routine warrants to designated staff.
- ☐ Wilson said that the Pleasant Point property matter should be discussed in Executive Session
- ☐ Wilson suggested revisiting the blood arc harvest limit and hand the Shellfishing Rules and Regulation to licensees.
- ☐ Houk has been approached by two taxpayers shell fishermen who own grants and wanted to know why the Town does not charge rents for grants.

Correspondence⁵ and Vacancy⁶ Report

Minutes [November 1 & November 15, 2016]

MOTION 217-156: Wilson moved and Reinhart seconded to approve the minutes⁷ of November 1 as amended by Wilson. The motion passed 5-0.

MOTION 217-157: Wilson moved and Reinhart seconded to approve the minutes⁸ of November 15 as printed. The motion passed 5-0.

Adjournment:

MOTION 217-158: Bruinooge moved and Wilson seconded to adjourn the meeting at 10:05 pm. The motion passed 5-0.

Respectfully submitted,

Michaela Miteva, Executive Assistant

¹ ATA memo on Open Space request for disposition of town-owned land Assessors Map 8 Lot 270 and Map 41 Parcel 189
² Draft letter of support to Governor Baker to close Pilgrim Nuclear Power Plant
³ Chapter 91 Waterways application
⁴ TA Report of December 2, 2016
⁵ Correspondence report of December 6, 2016
⁶ Vacancy report of December 2, 2016
⁷ Draft minutes of November 1, 2016
⁸ Draft minutes of November 15, 2016



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Wellfleet Board of Selectmen
Minutes of December 13, 2016
Wellfleet Senior Center

Present: Selectmen Dennis Murphy, Helen Miranda Wilson, Janet Reinhart; Berta Bruinooge, Jerry Houk; Town Administrator Dan Hoort, Assistant Town Administrator Brian Carlson; Finance Committee Members: Stephen Polowczyk, Chair, Kathleen Granlund, Arlene Kirsch, Janet Loewenstein, Robert Wallace, Fred Magee, Linda Pellegrino

Regrets: Finance Committee member Ira Wood

Murphy called the meeting to order at 7 PM.

Announcements, Open Session and Public Comment [7:00]

- ☐ Police Chief Ron Fisette had three announcements: 1. Toys for Tots was a great success with 912 toys collected and in Wellfleet ranked in seventh place. 2. The Chamber of Commerce sign has been moved to the Chamber of Commerce building. 3. The Animal Control Officer Suzanne Trasavage has resigned due to family reasons.
- ☐ Maurice Grunberg of 5 Briar Ln wanted an update on the dog licensing issue he brought to the Board on October 25. Hoort said that the dog is now licensed for 2016 and the citation has been paid, but incompliance for previous years cannot be enforced.
- ☐ Murphy had two announcements: 1. The recording of the BOS meetings will be on Channel 18 at 9 am, 12 pm, 5 pm and 9 pm. 2. The first dredging letter has been received by the state and federal legislators; and asked for the Board to authorize him and Hoort to write and send a follow-up letter.

MOTION 217-159: Wilson moved and Bruinooge seconded to delegate the task and authorize Murphy to write and sign a follow-up letter for the Harbor Dredging. The motion passed 5-0.

Appointment: Janis Plaue to Community Preservation Committee

Janis Plaue was interviewed by the Selectmen for willingness to serve on the Community Preservation Committee. Wilson and Murphy endorsed Plaue's application.

MOTION 217-160: Wilson moved and Reinhart seconded to appoint Janis Plaue to Community Preservation Committee with term ending June 30, 2018. The motion passed 5-0.

Appointment: Mia Baumgarten as the Governor's appointment to the Wellfleet Housing Authority. Mia Baumhart expressed her interest to serve as the Governor's appointee on the Housing Authority. Elaine McIlroy, Chair of the Wellfleet Housing Authority supported her application.

MOTION 217-161: Reinhart moved and Bruinooge seconded to recommend Mia Baumgarten as the State appointed member to the Wellfleet Housing Authority and send a letter of support to the Governor. The motion passed 5-0.

Business: FY 18 Budget Reviews¹ – joint meeting with FinCom

Stephen Polowczyk, Chair of the Finance Committee opened the joint budgets review meeting at 7:23 pm. Murphy gave a brief overview of previous budget cycle processes and set a direction for the meeting.

Police Department

Police Chief Ronald Fisette said that the FY18 budget request for the Police Department is in the same format as previous years, and opened it for questions. Janet Lowenstein asked for more information on overtime and training. Arlene Kirsch thanked for keeping the budget under Proposition 2 ½. Wilson thanked for the detailed monthly reports and asked a question about the increased line item for medical supplies. Fisette said that this increase is as a result of a transfer for better accounting. were also presented. Fisette also explained the increase in the Emergency Management budget request from \$500 to \$5,000 for Code Red calling system. Janet Lowenstein wanted to better understand how Code Red works and whether it is only as a voice call and if cell phones can register for alerts. Polowczyk asked if this is the proposed final budget. Hoort affirmed that this is the proposed final budget and explained a little more about Code Red. Wilson wanted to know if this meeting should include review of the Emergency Management budget.

MOTION 217-162: Reinhart moved to accept the presented Police Department budget for \$1,333,741 and \$367,149 for Communications. Bruinooge seconded and the motion passed 5-0.

Fire Department

Fire Chief Richard Pauley went over the FY2018 budget request for the fire Department. He explained how the County dispatch services have been working for the past four years. The original dispatch line item was for \$45,000. Subsequently this line item was broken into two items and it was unchanged until 2016. Currently the service is provided as a sliding scale and as a result the smaller communities end up paying less. Murphy appreciated that the budget went under Proposition 2 ½. Lowenstein had question about line items B9 Telephone and B24 Licenses/Permits/Fees and the reasons for the increases. Pauley explained that the increases are due to electronic device upgrades and the need to add telephone lines. Currently the Fire Department is working with the County for computerized dispatch. This additional phone lines will also have an impact on licenses and software and those are the reasons for these two line items increases. Wilson wanted to understand if this line item will be re-occurring. Pauley confirmed that these two line items will remain consistent in the future. Reinhart wanted to know if two new people will be hired. Pauley said that there will be two retirements – White and Ferreira and the new line items will replace the retirements. He explained the negative impact these two retirements will have on the Fire Department night shifts coverage and overtime. Hoort clarified that the presented budget does not include any new positions. Lowenstein supported the proposal and said that the way this was presented is the most fiscally responsible way. Pauley said that he will bring a proposal for 2017 Annual Town Meeting to add two new daytime positions as an override to deal with the retirements and to maximize the operations of the Fire Department. Wilson wanted to know if there was any consideration to reduce call firefighter and EMTs. Pauley said that the current on-call personnel are not in Wellfleet during the day, and are not available, which creates daytime coverage issues. He also explained that the make-up of the call force has changed from trades people to younger staff looking for training and then move to full time positions. Wilson wanted to understand why the 16 call fire fighters/EMTs cannot be reduced. Arlene Kirsch wanted to find out if the proposed budget includes training and additional costs associated for hiring new staff. Pauley confirmed that the training is included.

MOTION 217-163: Reinhart moved to approve the Fire Department Budget request for FY2018 for \$1,323,541. Bruinooge seconded and the motion carried 5-0.

Department of Public Works

Mark Vincent, Director of the Department of Public Works went over the DPW budget requests for FY2018. He began with the Facilities Budget, and explained why the beach facilities cleaning contract went up as a result of procurement process and change of sub-contractors. All other items in the Facilities budget were level funded. Lowenstein wanted to know why more vendors have not bid on this project and if there was any reason for it. Wilson asked what was meant by finding local people and asked if broader

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radius was considered. Vincent confirmed that the bid opportunity was open to everyone to bid. Houk wanted to know why the old COA and the old shellfish shack buildings were never maintained and why Town buildings are not taken care of. Vincent said that the reason was that the buildings were in such a poor shape and at least one of them was condemned by the previous Building Inspector. Houk suggested that these buildings should have been maintained. Bruinooge said that the old shellfish shack should be torn down, but agreed that while the COA building was not suitable for occupancy, its foundation is solid and it could be reused. Murphy said that the Building and Needs Assessment Committee will have to study and weigh in on these two building conditions and provide recommended course of action. Murphy wanted to find out more about the Perfect Cleaning beach restrooms contract and asked if Sani Cans will be a cheaper option in the long run. Vincent said that it is very difficult to attract seasonal staff and agreed that Sani Cans might be a more reasonable option given the current cost of this contract. Wilson wanted to know if there is a consideration to change the swap shop building. Vincent confirmed that this will be coming as a capital request. Hoort clarified that there is \$35,000 in the capital budget for the swap shop.

MOTION 217-164: Bruinooge moved to accept the DPW Facilities budget as presented. Reinhart seconded and the motion passed 5-0.

Vincent presented the DPW Operations budget request for FY 2018, which was level funded. Bruinooge wanted to know why the jump in A-15 – Salaries and Wages for the Lead Equipment Operator from \$46,093 to \$55,756. Lowenstein pointed out two more large increases in the salaries and wages. Vincent answered that they were all due to re-classifications of the positions. Wilson asked question about the uniform allowance. Vincent explained the difference between uniforms and uniform rentals. Houk asked if the DPW is responsible for maintenance of fire trucks. Murphy wanted to know the difference between the Lead Equipment Operator and Equipment Operator.

MOTION 217-165: Reinhart moved to accept the DPW Operations budget for \$1,110,193 as presented. Bruinooge seconded and the motion passed 5-0.

Vincent presented the DPW General Highways budget and explained how Chapter 90 funds allowance works. He said that Wellfleet is one of the few towns that has not supplemented Chapter 90 for paving.

MOTION 217-166: Reinhart moved to approve the DPW General Highways budget for \$92,900 as presented. Wilson seconded and the motion passed 5-0.

Vincent presented the Snow Removal Budget request for FY2018 by first explaining how the snow removal budget is calculated. Hoort confirmed that if the snow removal budget gets reduced from the previous fiscal year, the DOR will not allow overspending it, based on the DOR rule that a Town can deficit spend on the snow budget, only if the has not been reduced from the previous year. Curt Felix suggested looking more carefully into the snow removal budget by applying less salt on the road – spot salting in order to save money and have lesser impact on the environment.

MOTION 217-167: Reinhart moved to approve the FY 2018 Snow Removal Budget for \$128,180. Bruinooge seconded and the motion passed 5-0.

Vincent presented the FY2018 Street Lights budget request and said that it was level funded. He was pleased to report that this budget was a lot larger several years ago, and now due to LED light bulbs the budget was reduced.

MOTION 217-168: Reinhart moved and Bruinooge seconded to approve the FY2018 Budget Request for Street Lights for 10,600. The motion passed 5-0.

Vincent presented the DPW Transfer Station budget. He explained that there is a new contract for solid waste removal replacing the SEMASS contract and this is the reason for the increase. Murphy wanted to know about the cost for Pay-As-You-Throw. Vincent went individually over the line items and explained the costs and associated benefits.

MOTION 217-169: Reinhart moved and Bruinooge seconded to approve the DPW Transfer Station FY2018 budget request for \$342,959. The motion passed 5-0.

Vincent presented the FY2018 Holiday Celebrations budget request for \$12,000

MOTION 217-170: Reinhart moved to approve the FY2018 Budget for Holiday Celebrations for \$12,000. Bruinooge seconded and the motion passed 5-0.

Water Enterprise Fund

Hoort went over the FY18 water enterprise fund budget. Board of Water Commissioners Justina Carlson, Chair, Curt Felix and Jim Hood, Catharie Nass and Neil Gadwa were present to answer questions. Felix explained how the general fund expenses have not been accounted in the enterprise fund. Wilson wanted to know the reasons for the talk about the lack of maintenance of the Coles Neck Water System. Carlson said that the municipal buildings never paid connection fees and how the enterprise fund got burdened with the Coles Neck System and its deficiencies, with the unreasonable expectation all cost to be paid by only the abutters of the water system, while the entire Town benefits from the public water supply. Carlson explained that the operating expenses are level funded, but the revenue is declining and this is the reason for projected budget deficit. Carlson explained that the cost for the Coles Neck water system was part of the General Fund in the DPW budget and used to be \$108,000 for 63 connections. Hoort clarified that there were assumptions made when the Water Enterprise fund was established for connection figures which were not met and now is the time to look for ways to make this work. Wilson said that there are other ways to pay for water system and did not like hooking people up just to pay the bills of the Water Enterprise Fund. Hoort confirmed that the WMWS is looking for other ways to collect revenue such as providing space for cell phone antennas and getting rental revenue. Murphy wanted to find out more about the Coles Neck wells. Carlson stressed the importance for safety of the WMWS and said that the Coles Neck cost will show up as a capital request in the future. Commissioner Felix is working on different rate structures, other revenue sources and how to make sense of the entire model. He pointed that there is no department head in charge for drinking and waste water. He introduced a proposal for Water Quality Manager and that it would make sense to combine water with wastewater. Houk reminded that the Coles Neck water system was put due to a pending law suit.

MOTION 217-171: Reinhart moved and Bruinooge seconded to approve the FY2018 Water Enterprise Fund budget request for \$283,022. The motion passed 5-0.

Marina Enterprise Fund

Michael Flanagan presented the Marina Enterprise budget request and went individually over proposed expenses. Houk wanted to know why the legal fees in the enterprise funds are not paid out of the general fund account for legal services. Hoort explained the reasons for accounting of the expenses of the General Fund and the two enterprise funds. Bob Wallace wanted to know what the revenues of the Marina Enterprise Fund are. Flanagan provided revenues for FY2016 of \$615,000 and said that the Town Accountant provides the projected revenue, but he does not have the figures for FY2017 and proposed for FY2018 yet.

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MOTION 217-172: Reinhart moved to approve the FY2018 Budget request for the Marina Enterprise Fund for 659,782. Bruinooge seconded and the motion passed 5-0.

MOTION 217-173: On a motion made by Linda Pellegrino and seconded by Janet Lowenstein to adjourn the Finance Committee meeting was dismissed at 9:10 pm by a vote of 8-0.

Adjournment and Executive Session

In open session Murphy read that

MOTION 217-174: Wilson moved and Bruinooge seconded to adjourn the public meeting at 9:12 pm and enter in executive session pursuant to G.L. c. 30A, §21(a)(1), to discuss the reputation, character, physical condition or mental health, rather than professional competence, of an individual, or to discuss the discipline or dismissal of, or complaints or charges brought against, a public officer, employee, staff member or individual. The board will not reconvene in open session. The motion passed by a roll call vote where Bruinooge, Reinhart, Wilson, Murphy and Houk each said "Aye".

Respectfully submitted,

Michaela Miteva, Executive Assistant

Public Records Materials:

¹ FY2018 Budget Submission by the TA and Police Department, Fire Department, DPW, Water and Marina Enterprise Funds Requests



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**Wellfleet Board of Selectmen
Minutes of December 19, 2016
Wellfleet Town Hall Hearing Room**

Present: Selectmen Dennis Murphy, Helen Miranda Wilson, Janet Reinhart; Berta Bruinooge, Jerry Houk; Town Administrator Dan Hoort, Assistant Town Administrator Brian Carlson

Murphy called the meeting to order at 4 PM and read the purpose to enter in executive session:

- I. **Executive Session:** Pursuant to M.G.L. Chapter 30A, Section 21(a)(3), for the purpose of discussing strategy with respect to litigation if an open session would have a detrimental impact on the Town's litigation position and the Chair so declares that an open session would have a detrimental effect on the Town's litigation position with respect to the following litigation:
 - A. Cumberland Farms v. Board of Appeals of the Town of Wellfleet, et al. Appeals Court Decision dated December 2, 2016 in Case No. 16-P-14, on appeal from the Land Court C.A. No. 12 MISC 459503 (KCL)
The Board will adjourn and not reconvene in open session. Roll call vote.

Adjournment:

MOTION 217-158: Bruinooge moved and Wilson seconded to adjourn the meeting at 4:01 pm. The motion passed 5-0.

Respectfully submitted,

Michaela Miteva, Executive Assistant



BOARD OF SELECTMEN

AGENDA ACTION REQUEST

Tuesday, January 10, 2017

XI

EXECUTIVE SESSION AND ADJOURNMENT

REQUESTED BY:	TA and BOS
DESIRED ACTION:	Adjourn public meeting and enter into executive session.
PROPOSED MOTION:	I move to adjourn the public meeting and enter into executive session and not go back in open session for the following reasons: 1. Pursuant to G.L. c. 30A, §21(a)(1), to discuss the reputation, character, physical condition or mental health, rather than professional competence, of an individual, or to discuss the discipline or dismissal of, or complaints or charges brought against, a public officer, employee, staff member or individual.; 2. Pursuant to G.L. c. 30A, §21(a)(3), to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares; 3/ Approval of and consideration to release 2016 Executive Session Minutes
ACTION TAKEN:	Moved By: _____ Seconded By: _____ ROLL CALL VOTE:
VOTED:	Yea _____ Nay _____ Abstain _____