



## Wellfleet Selectboard

The Wellfleet Selectboard will hold a public meeting on **Tuesday, June 12, 2018, at 6:00 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. Open Session Recessed to Executive session**

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:

1. Sexton et al v. Wellfleet Housing Authority, et al No. 17 Misc 000728 (RBF)
2. Approval of executive session minutes.

### **II. Announcements, Open Session and Public Comment**

**Note:** Public comments must be brief. The Board will not deliberate or vote on any matter raised solely during Announcements & Public Comment.

### **III. Licenses**

#### **A. Common Victualler**

- 1) Bol Organic Acai Bowls 317 Main Street
- 2) Joey's Food Truck Baker's Field

#### **B. Food Truck**

- 1.) Joey's Food Truck Baker's Field

### **IV. Appointments/Reappointments**

- |                                                                                   |                      |                     |
|-----------------------------------------------------------------------------------|----------------------|---------------------|
| <b>A. Cable Advisory Committee</b>                                                | Mia Baumgarten       | 2 vacancies 1 year  |
| <b>B. Open Space Committee</b>                                                    | Fred Streams         | 1 vacancy 1 year    |
| <b>C. Cultural Council</b>                                                        | Susan Blake          | 5 vacancies 3 years |
| <b>D. Reappointment to Comprehensive Wastewater Management Planning Committee</b> | George Vanderschmidt | 3 years             |

### **V. Use of Town Property**

- A. Sacred Surf School SUP - Mayo Beach, June 1st – August 31<sup>st</sup>, 9am – 5 pm**
- B. Fun Seekers SUP – Various locations, June 13<sup>th</sup>- Nov 1<sup>st</sup>**

### **VI. Business**

- A. Police Station Change Order [Terkanian]**
- B. Approval of award of Shellfish Grant [Shellfish Constable]**
- C. Decision on permit suspension duration for Jackie Bassett for violation of Wellfleet Shellfish Policy and Regulations Section 4.9 Poaching [Shellfish Constable]**
- D. Appointment of Seasonal Shellfish Dept. employee [Shellfish Constable]**
- E. Review and signing of easement for 15 Harding Lane [TA]**
- F. Global Covenant of Mayors for Climate & Energy Commitment Letter [Robert Shapiro]**
- G. Approval of Herring River Restoration Project MOU between Wellfleet & Truro [TA]**
- H. Approval of Cahoon Hollow parking lot lease [TA]**
- I. Approval of portable restrooms contract for Baker Field recreation area. [TA]**

### **VII. Town Administrator's Report**

### **VIII. Topics for Future Discussion**

### **IX. Correspondence and Vacancy Report**

### **X. Minutes**

### **XI. Adjournment**



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
June 12, 2018

I

### EXECUTIVE SESSION

<b>REQUESTED BY:</b>	<b>BOS</b>
<b>DESIRED ACTION:</b>	<b>Enter in Executive Session based on G.L. c. 30A, §21(a)(3)</b>
<b>PROPOSED MOTION:</b>	<p>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:</p> <ol style="list-style-type: none"><li>1. Sexton et al v. Wellfleet Housing Authority, et al No. 17 Misc 000728 (RBF)</li><li>2. Approval of executive session minutes (4.10.18, 4.23.18, 5.22.18)</li></ol> <p>The board will reconvene in public session after the executive session.</p> <p>Roll Call Vote.</p>
<b>VOTED:</b>	<p>Reinhart ____ Wilson ____ Bacon ____</p> <p>Carlson ____ Houk ____</p>



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
June 12, 2018

III

### LICENSES – A. Common Victualler

#### 1. Bol Organic Acai Bowls

<b>REQUESTED BY:</b>	<b>Bol Organic Acai Bowls</b>
<b>DESIRED ACTION:</b>	<b>Approve the common victualler business license for Bol Organic Acai Bowls</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the common victualler business license for Bol Organic Acai Bowls.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
June 12, 2018

III

### LICENSES – A. Common Victualler 2. Joey's Food Truck

<b>REQUESTED BY:</b>	Joey's Food Truck
<b>DESIRED ACTION:</b>	Approve the common victualler business license for Joey's FT
<b>PROPOSED MOTION:</b>	I move to approve the common victualler business license for Joey's Food Truck.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):  
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



## BOARD OF SELECTMEN

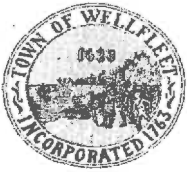
AGENDA ACTION REQUEST  
June 12, 2018

# III

### LICENSES – B. Food Truck

#### 1. Joey's Food Truck

<b>REQUESTED BY:</b>	Joey's Food Truck
<b>DESIRED ACTION:</b>	Approve the food truck business license for Joey's Food Truck
<b>PROPOSED MOTION:</b>	I move to approve the food truck business license for Joey's Food Truck.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):   
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



Town of Wellfleet  
300 Main Street  
Wellfleet, MA 02667  
**FOOD TRUCK LICENSE APPLICATION**

2018

Fee 150.00  
BOH Fee 100.00  
Processing Fee 50.00  
**TOTAL \$300.00**

Business Name/Map/Lot                      Joey's Food Truck  
Mailing Address                                PO Box 696  
Town/State/Zip                                Wellfleet, MA 02667  
Business Street Address   17 Kendrick Ave Wellfleet  
Business Telephone No.                        Cell 774-573-6529 Federal ID Number 176-72-2584  
Manager JOEY RUGO                      E-Mail Address JOEYSFOODTRUCK@DE

LICENSE TYPE:                                Annual                                                        ► Seasonal

General	Class II	Retail Food
Charter Boat	Class IV	► Food Service
► Common Victualler	Automatic Amusement	Residential Kitchen
Sunday Entertainment	Taxi	Catering
Weekday Entertainment	Driver	CMT
► Food Truck	Trash Hauler	Bed & Breakfast

If applicant is an individual or partnership, please answer below:

a. Telephone                                \_\_\_\_\_  
b. Name                                        \_\_\_\_\_  
c. Mailing Address                        \_\_\_\_\_

If applicant is a corporation or trust, please answer below:  
List the titles of all officers and manager:

Title	Full Name	Home Address
OWNER	<del>FOOD TRUCK GYPSY</del>	<del>31 SIBLEY ST GRAFTON MA</del>
	JOSEPH RUGO	4885 US 6 EASTHAM

Corporate or Trust Name   FOOD TRUCK GYPSY  
Corporate Mailing Address   31 Sibley St GRAFTON MA  
Corporate Telephone   774-573-6529

PROVIDE THE FOLLOWING INFORMATION WITH RESPECT TO EACH LOCATION:

What will be the hours of operation?

Time(s) of Peak Customer Activity: 10-4 (LATER ON NIGHTS IF MA<sup>10</sup> BEACH EVENTS)  
11-2

Est. Number of Customers at Peak Time(s):

15

Est. Number of Employees at Peak Time(s):

2

What provisions have been made for trash, wastewater, potable water, electric and recycling?

Commercial Kitchen: BRINE EASTHAM 4100 US-6

LIST THE LOCATIONS WHERE THE MOBILE FOOD VEHICLE WILL BE DEPLOYED AND ATTACH A SKETCH OF HOW THE VEHICLE WILL BE POSITIONED AND OTHER DETAILS OF THE AREA TO BE LICENSED.

Location(s): BAKERS FIELD, Basketball Court (P.X.)  
(DAILY) (SPECIAL EVENTS)

I certify under the penalties of perjury that I, to the best knowledge and belief, have filed all state tax returns and paid all State taxes under law. I further certify that in the conduct of this business I will abide by all Town bylaws and regulations.

\*Signature of Individual or Signature of Corporate Officer w/Title (Mandatory)

OWNER  
Corporate Name (Mandatory if Applicable)

176-72-2584  
Federal Identification No.

4/25/18  
Date of Application

\*Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

\*\* Your social security number will be furnished to the MA Dept. of Revenue to determine if you have met tax filing or payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of M.G.L. c. 62C s. 49A.

FOR OFFICE USE ONLY BELOW THIS LINE

Police [Signature] Date 5/8/18 Comment OK  
Fire [Signature] Date 5/31/18 Comment subject to terms of attached email 5/12/18  
Tax [Signature] Date 5/8/18 Comment \_\_\_\_\_  
Building [Signature] Date 05/31/18 Comment OK  
Health \_\_\_\_\_ Date \_\_\_\_\_ Comment \_\_\_\_\_

Received 5/2/18 By (initials) [Signature] Fee Received \_\_\_\_\_ Insurance \_\_\_\_\_ Date Issued \_\_\_\_\_

BOH # 3126 CV # \_\_\_\_\_

FT # \_\_\_\_\_

**SPECIAL STATE LICENSE**  
**Hawker or Pedler**

*Take care of your license.*  
*Lost license will not be replaced.*

**No 125229 A**

Fee: \$60.00  
Display \$2.00

Licensee: Joseph Rugo  
17 Kendrick Ave.  
Wellfleet, MA 02667



**The Commonwealth of Massachusetts**

**DIVISION OF STANDARDS**  
ONE ASHBURTON PLACE, BOSTON

Expires: 3-22-19 .....

Date of Birth: 6-22-88 .....

*Above portion must be worn in a visible  
and conspicuous manner on outer clothing.*

Date 3-23-18 .....

**Be it known** unto all to whom these presents come, that the above-named person is hereby licensed to go about as a **HAWKER** or **PEDLER** in all the Cities and Towns in this Commonwealth, and to sell or expose for sale or barter any meats, butter, cheese, fish, fruits, vegetables, or other goods, wares or merchandise; except jewelry, furs, wines, spirituous liquors, small artificial flowers or miniature flags.

This license is not valid until after the licensee has endorsed his usual signature in the space provided in the margin hereof, and the license is dated and stamped with the official stamp or signature of the Director. The portion of the license indicating the license number, licensee's name and the date of expiration must be worn in a visible and conspicuous manner on outer clothing, otherwise he will be liable to the same penalty as if he had no license.

.....  
*[Signature]*  
Director of Standards

**THIS LICENSE IS NOT TRANSFERABLE**

*Signature of Licensee*



**Jeanne Maclauchlan**

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**From:** Rich Pauley  
**Sent:** Thursday, May 10, 2018 3:55 PM  
**To:** Joey Rugo  
**Cc:** Dan Hoort; Jeanne Maclauchlan; Theresa Townsend; Joe Cappello  
**Subject:** Food Truck License Application

Joey,

I will accept this e-mail as your intention and commitment to install an approved automatic fire suppression system in your food truck/trailer. I will approve your Food Truck License Application conditioned upon the installation and successful inspection of your approved automatic fire suppression system. In the event this fire suppression system is not installed and/or accepted by this Department, prior to your opening for the season (business start date) I will request that the Board of Selectmen immediately suspend and/or revoke your Food Truck License.

It is imperative that you contact me with a date certain that this system is being installed so that we may make a final inspection in accordance with the Massachusetts Comprehensive Fire Safety Code.

Please don't hesitate to contact me with any questions. Thank you

Rich Pauley

**Chief Richard J. Pauley, Jr.**  
**Wellfleet Fire Department**  
**10 Lawrence Road**  
**Wellfleet, Massachusetts 02667**

**Telephone (508)349-3754**  
**Fax (508)349-0318**  
**e-mail: rich.pauley@wellfleet-ma.gov**

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**From:** Joey Rugo [mailto:joeyfoodtruck@gmail.com]  
**Sent:** Thursday, May 10, 2018 11:28 AM  
**To:** Rich Pauley <rich.pauley@wellfleet-ma.gov>  
**Subject:** Fwd: Ansul Systems, Hood Cleaning

Hey Chief Pauley,

Hope you having a nice week.

I reached out to A-plus hood who I have been in touch with try lock down a installation date and get a confirmation from them for you... its not a contract but will this do to keep my application moving along?

I'm happy to bring the truck by for an inspection as soon as the work is complete!

Cheers,

Joey Rugo

Begin forwarded message:

**From:** Mike Chase <mchase.aplusfire@gmail.com>

**Subject:** Ansul Systems, Hood Cleaning

**Date:** May 9, 2018 at 7:32:40 PM EDT

**To:** [Joeyruogo@gmail.com](mailto:Joeyruogo@gmail.com)

Thank you for reaching out to A Plus Hood And Fire. We are greatly appreciative that you chose us to fulfill all your work needs. As we discussed earlier in the day, I will see to it that our main technician, Kyle, is brought up to speed and have him set the exact date to start and finish the project. As of now we are planning on getting started next weekend, May 19th. As discussed, \$3200 allows top to bottom new system. If we arrive and can make things work with existing parts the price will go down obviously. If you or the inspectors have any questions, please feel free to reach out to me via email or on cell at 857 301 5262. Thanks again and we will be in touch over next few days.

Thanks,

Michael



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
June 12, 2018

# IV

### APPOINTMENTS

#### A. Cable Advisory Committee

<b>REQUESTED BY:</b>	<b>Principal Clerk</b>
<b>DESIRED ACTION:</b>	<b>Appoint Mia Baumgarten to the Cable Advisory Committee</b>
<b>PROPOSED MOTION:</b>	<b>I move to appoint Mia Baumgarten to the Cable Advisory Committee for a one-year term ending June 30<sup>th</sup>, 2019.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):   
<b>VOTED:</b>	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 it to:  
Wellfleet Selectmen's Office, Town Hall, 300 Main Street, Wellfleet, MA 02667

☐ Name Mia Baumgarten Date 5/17/18

Mailing Address P.O. Box 755

Wellfleet, MA 02667

Phone (Home) 617-275-6277 (cell) \_\_\_\_\_

E-mail miabaumgarten@gmail.com

☐ Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: \_\_\_\_\_

I have a day job in a Wellfleet business, and at night I work for the Town of Orleans as a technical audio/visual contractor, filming, editing, and broadcasting the town's board and committee meetings on their public access channel. I have previously worked as a video editor and filmographer for a number of corporations, and most recently I worked in the television studios at ESPN.

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

I have a BA in screenwriting from Emerson College, where I studied film and television production.

☐ Committees/Boards of Interest: 1) Cable Advisory Committee

2) \_\_\_\_\_

3) \_\_\_\_\_

**Town of Wellfleet Boards and Committees**



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
June 12, 2018

# IV

### APPOINTMENTS B. Open Space Committee

<b>REQUESTED BY:</b>	<b>Principal Clerk</b>
<b>DESIRED ACTION:</b>	<b>Appoint Fred Streams to the Open Space Committee</b>
<b>PROPOSED MOTION:</b>	<b>I move to appoint Fred Streams to the Open Space Committee for a one-year term ending June 30<sup>th</sup>, 2019.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



**TOWN OF WELFLEET**  
**APPLICATION FOR TOWN BOARDS & COMMITTEES MEMBERSHIP**

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

☐ Name FRED STREAMS Date 5/15/18

Mailing Address P.O. BOX 24, 405 EASTWIND CIRCLE  
SOUTH WELFLEET, MA 02663

Phone (Home) 508 349 0083 (cell) 508 237 3837

E-mail fstreams@comcast.net

☐ Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: TAUGHT ECOLOGY AND ENTOMOLOGY AT UNIV. OF CT. 32 YRS.

MEMBER OF CONSERVATION COMMISSION, TOWN OF MANSFIELD, CT.; VOLUNTER  
NATURALIST, WELFLEET BAY WILDLIFE SANCTUARY; FRIENDS OF CAPE COD  
NATIONAL SEASHORE VOLUNTER WITH NATIONAL SEASHORE FIRE MANAGEMENT

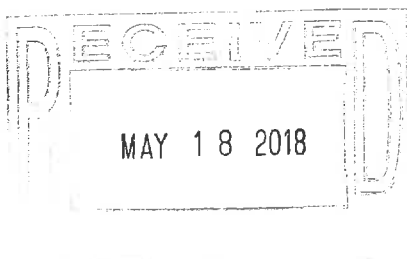
☐ Please add any other information that you think may be useful, including education or other formal training, specialized courses, professional licenses or certifications, etc.:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ Committees/Boards of Interest: 1) OPEN SPACE COMMITTEE

2) \_\_\_\_\_

3) \_\_\_\_\_





## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
June 12, 2018

# IV

### APPOINTMENTS C. Cultural Council

<b>REQUESTED BY:</b>	<b>Principal Clerk</b>
<b>DESIRED ACTION:</b>	<b>Appoint Susan Blake to the Cultural Council</b>
<b>PROPOSED MOTION:</b>	<b>I move to appoint Susan Blake to the Cultural Council for a three-year term ending June 30<sup>th</sup>, 2021.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):   
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



**TOWN OF WELFLEET**  
**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 it to:  
Wellfleet Selectmen's Office, Town Hall, 300 Main Street, Wellfleet, MA 02667

☐ Name SUSAN BLAKE Date 5/17/18

Mailing Address PO Box 1299 Wellfleet, MA 02667

Phone (Home) 508-349-6631 (cell) 508-237-1961

E-mail Sueblake@verizon.net

☐ Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: \_\_\_\_\_

- owner, contemporary craft & fine art galleries (Wellfleet & Northampton, MA) 1982-1990  
(past president Wellfleet Art Galleries Association)
- art administrator, Boston, MA - craft fair show prod (most currently for)
- currently own multi-media store, Orleans, MA

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

arts have, spindle weaving (harness & back strap looms), watercolor, pottery, and gemology.  
business Indian marketing, accounting, bookkeeping, management

☐ Committees/Boards of Interest: 1) Wellfleet Cultural Council  
2) \_\_\_\_\_  
3) \_\_\_\_\_

MAY 21 2018





## BOARD OF SELECTMEN

### AGENDA ACTION REQUEST

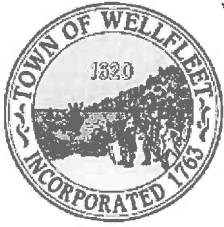
June 12, 2018

# IV

## REAPPOINTMENTS

### D. Comprehensive Wastewater Management Planning Committee

<b>REQUESTED BY:</b>	Principal Clerk
<b>DESIRED ACTION:</b>	Reappoint George Vanderschmidt to the CWMP Committee
<b>PROPOSED MOTION:</b>	I move to reappoint George Vanderschmidt to the Comprehensive Wastewater Management Planning Committee for a three-year term ending June 30 <sup>th</sup> , 2021.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
June 12, 2018

V

### USE OF TOWN PROPERTY A. Sacred Surf School

<b>REQUESTED BY:</b>	<b>Zach Pawa</b>
<b>DESIRED ACTION:</b>	<b>Approve the use of town property for Sacred Surf School SUP at Mayo Beach, June 1 – Aug 31, 9 am – 5 pm.</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve Zach Pawa's request for use of Town property at Mayo Beach for stand-up paddle boarding from June 1 to August 31 subject to the conditions, if any, as listed on the application for a fee of \$385.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

TOWN OF WELLFLEET  
300 MAIN STREET  
WELLFLEET, MA 02667

18-16

Applicant Sacred Surf School (Zach Pawa) Affiliation or Group Sacred Surf School

Telephone Number 508-514-1555 Mailing Address 4900 State Hwy Eastham MA 02642

Email address sacredsurfschool@gmail.com

Town Property to be used (include specific area) Mayo Beach

Date(s) and hours of use: June 1<sup>st</sup> – August 31<sup>st</sup> (9am-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.

- **Stand Up Paddle Tours - fees apply (\$75-\$100 per person)**
- **Tours would take place around harbor/bay area during high tide**
- **Equipment: SUPs, paddles, PDFs, wetsuits**
- **Number of instructors (1-7) and students (1-15) depends on the day**
- **Parking in Mayo Beach lot/pier if lot is full.**

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

N/A

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: (385)

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

<b>Health/Conservation Agent:</b>	<b>Inspector of Buildings:</b>
Comments/Conditions:	Comments/Conditions:
Permits/Inspections needed:	Permits/Inspections needed:

<b>Police Department:</b>	<b>Fire Department:</b>
Comments/Conditions:	Comments/Conditions:

<b>DPW:</b>	<b>Community Services Director:</b>
Comments/Conditions:	Comments/Conditions:

<b>Harbormaster:</b>	<b>Shellfish:</b>
Comments/Conditions:	Comments/Conditions:

<b>Recreation:</b>	<b>Town Administrator:</b>
Comments/Conditions:	Comments/Conditions:



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
June 12, 2018

V

### USE OF TOWN PROPERTY B. Fun Seekers

<b>REQUESTED BY:</b>	Eric Gustafson
<b>DESIRED ACTION:</b>	Approve the use of town property for Fun Seekers SUP at various locations, June 13 <sup>th</sup> – Nov 1 <sup>st</sup>
<b>PROPOSED MOTION:</b>	I move to approve the use of town property for Fun Seekers SUP at various locations, from June 13 <sup>th</sup> through November 1 <sup>st</sup> , subject to the conditions, if any, as listed on the application for a fee of \$385.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

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

18-21

Applicant Eric Gustafson

Affiliation or Group Fun Seekers

Telephone Number 508-349-1429

Mailing Address 2480 Old Kings Hwy

Email address info@funseekers.org

Wellfleet, MA 02667

Town Property to be used (include specific area) Chipman Cove, Paine Hollow, Duck Harbor  
Gull Pond, Long Pond, Indian Neck

Date(s) and hours of use: May 1 - Nov 1 2018

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.

Activities are Surfing, Standup Paddle, Windsurfing, Kite surfing  
Equipment is related to each sport. 1-10 people. Parking is  
under Wellfleet regulations. Fees are charged per sport

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

None -

**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:

MAY 11 2018

Processing Fee: \$50.00

paid

Fee:

(385)

(over)

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

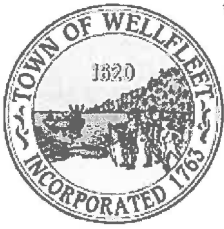
<b>Health/Conservation Agent:</b>	<b>Inspector of Buildings:</b>
Comments/Conditions:	Comments/Conditions:
Permits/Inspections needed:	Permits/Inspections needed:

<b>Police Department:</b>	<b>Fire Department:</b>
Comments/Conditions:	Comments/Conditions:

<b>DPW:</b>	<b>Community Services Director:</b>
Comments/Conditions:	Comments/Conditions:

<b>Harbormaster:</b>	<b>Shellfish:</b>
Comments/Conditions:	Comments/Conditions:

<b>Recreation:</b>	<b>Town Administrator:</b>
Comments/Conditions:	Comments/Conditions:



## BOARD OF SELECTMEN

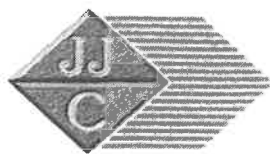
AGENDA ACTION REQUEST  
June 12, 2018

VI

### BUSINESS – A. Police Station Change Order

<b>REQUESTED BY:</b>	<b>Harry Terkanian</b>
<b>DESIRED ACTION:</b>	<b>Approve the Police Station Change Order</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the Police Station Change Order per the Building and Needs Assessment Committee's recommendation.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____





**J. J. Cardosi, Inc.**  
**150 Amaral St**  
**Riverside RI 02915**

## **PROPOSED CHANGE ORDER**

ORDER #: 33  
ORDER DATE: 10/26/2017  
ORDERED BY: Amended 6/5/18  
CUSTOMER ORDER

**TO Town of Wellfleet**  
**300 Main Street**  
**Wellfleet MA**

Tel:

Fax:

**PROJECT 2016129**  
**Wellfleet**  
**36 Gross Hill Road**  
**Wellfleet MA 02667**

**The contractor agrees to perform and the owner agrees to  
pay for the following changes to this contract:**

PLANS ATTACHED  
SPECIFICATIONS ATTACHED


### **Description of Work**

Supervision \$3400/wk @ 8 weeks  
Insurance \$1900/mth @ 2 months  
Temp Fence \$500/mth @ 2 months  
Office Trailers \$1500/mth @ 2 months  
Storage Containers \$250/mth @ 2 months  
Toilets \$250/mth @ 2 months  
Temp Utilities \$500/mth @ 2 months  
Dumpsters \$450/ea @ 3 each  
Temp Facility Lease \$9600/mth @ 2 months  
Additional Lift Rental

Bond @ 2%

### **Notes**

Above is for 8 weeks of hard costs but we are requesting 69 calendar days in regards to a time extension. This reduces our initial claim by 47,000

Negative changes will lower the overall contract  
price requiring no additional payment by owner.

*Requested Amount of Change*

60,027.00

Net change by previous Change Orders .....  
The Contract Sum prior to this Change Order .....  
The Contract Sum will be changed by this Change Order .....  
The new Contract Sum including this Change Order will be .....  
The Contract Time will be changed by ..... 69 Days

Approved \_\_\_\_\_ Date \_\_\_\_\_ Date \_\_\_\_\_  
Contractor \_\_\_\_\_ Owner \_\_\_\_\_

**Wellfleet Police - Budget Report Update #17 - June 5, 2018**

No.	Line Item	Period Ending April 30, 2018	Recommended Adjustments	Period Ending May 31, 2018	Comments
1	General Construction	\$ 5,401,062.49	\$ 28,468.05	\$ 5,429,530.54	CO #11 Added
2	A/E - Base Contract Services	305,000.00	-	305,000.00	
3	A/E - Amendment #1 - Land Survey	3,432.00	-	3,432.00	
4	A/E - Amendment #2 - Geotechnical	3,393.50	-	3,393.50	
5	A/E - Amendment #3 - HazMat	5,170.00	-	5,170.00	
6	A/E - Amendment #4 - Elevator/Lift	24,800.00	-	24,800.00	
7	A/E - Amendment #5 - Contract Time	21,600.00	-	21,600.00	
8	A/E - Amendment #6 - Temp Facility	72,500.00	-	72,500.00	
9	A/E - Amendment #7 - Geotechnical	3,256.00	-	3,256.00	
10	A/E - Reimbursable	20,000.00	-	20,000.00	
11	OPM - Contract Services	326,200.00	-	326,200.00	
12	OPM - AS #1 - Estimating	4,950.00	-	4,950.00	
13	OPM - AS #2 - Estimating	6,050.00	-	6,050.00	
14	OPM - Building Commissioning	18,700.00	-	18,700.00	
15	OPM - Reimbursables	767.80	-	767.80	
16	Material Testing	20,000.00	-	20,000.00	
17	Environmental Consultant	15,000.00	-	15,000.00	
18	F, F and E (see below)	-	-	-	
18a	Furniture	63,681.89	-	63,681.89	
18b	Temporary Phones	22,090.00	-	22,090.00	
18c	Perminant Phones	28,949.00	-	28,949.00	
18d	AV Equipment	28,513.52	-	28,513.52	
18e	Acorn Recording Device Move	1,500.00	-	1,500.00	
18f	Fingerprint Machine	33,191.76	2,638.80	35,830.56	Adjusted to reflect actual PO
18g	IT Switch	4,037.90	-	4,037.90	
18h	Dispatch Monitors	16,788.00	-	16,788.00	
19	Radios/Communications	148,860.00	-	148,860.00	
20	Barnstable County Install of Radios	15,000.00	-	15,000.00	
21	Dispatch Consoles	50,500.00	-	50,500.00	
22	Security	150,588.87	-	150,588.87	
23	Utility Company Backcharges	27,708.37	-	27,708.37	
24	CATV and Fiber Optics	15,000.00	-	15,000.00	
25	Moving Expenses (Phase I)	5,676.17	-	5,676.17	
26	Moving Expenses (Phase II)	5,000.00	-	5,000.00	
27	Printing	-	-	-	
28	Legal/Advertising	-	-	-	
29	Elevator Allowance	-	-	-	
30	Project Contingency	607,352.73	(31,106.85)	576,245.88	Adjustments to accommodate changes above.
31	<b>Grand Totals</b>	<b>\$ 7,476,320.00</b>	<b>\$ -</b>	<b>\$ 7,476,320.00</b>	
	<b>Open Contingency Expenses</b>				
32	PCO #46 - Move Docking Station	5,053.19	-	-	Pending
33	PCO #54 - Extension/General Conditions	201,006.30	-	-	Pending
34	PCO #56 - Washer/Dryer trench	-	-	2,092.71	Recommened for CO #11
35	PCO #57 - Verizon T1 Trench/Conduit	-	-	7,794.44	Recommened for CO #11
36	PCO #58 - Docking Station Changes	-	-	3,823.25	Recommened for CO #11
37	PCO #59 - RFI 83 (West Wall)	-	-	5,183.75	Recommened for CO #11
38	PCO #60 - Animal Control - Infill	-	-	730.02	Recommened for CO #11
39	PCO #61 - Washer/Dryer Coring	-	-	1,095.58	Recommened for CO #11
40	PCO #62 - South Gable Framing	-	-	1,503.92	Recommened for CO #11
41	PCO #63 - Mech Room Wall Framing	-	-	2,784.06	Recommened for CO #11
42	PCO #65 - Retaining Wall Fill	-	-	675.00	Recommened for CO #11
43	PCO #66 - Added Antenna Brackets	-	-	477.17	Recommened for CO #11
44	PCO #67 - Additional Electrical	-	-	2,308.15	Recommened for CO #11
45	<b>Totals</b>	<b>\$ 201,006.30</b>	<b>\$ -</b>	<b>\$ 28,468.05</b>	



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
June 12, 2018

VI

### BUSINESS – B. Shellfish Grant

<b>REQUESTED BY:</b>	Shellfish Constable
<b>DESIRED ACTION:</b>	Approval of award of Shellfish Grant #01-05 to Justin Lynch
<b>PROPOSED MOTION:</b>	I move to approve the award of Shellfish Grant #01-05 to Justin Lynch per the Shellfish Constable's recommendation.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):   
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



# Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

## MEMORANDUM

DATE: June 6, 2018

TO: Town of Wellfleet Board of Selectmen

RE: Approval of award of shellfish grant license #01-05 to Justin Lynch

Dear Selectboard Members:

The Wellfleet Shellfish Department conducted an initiative to find a new licensee for grant #01-05, offshore of Indian Neck, after previous license holders Richard Merrill and Tim Hughes decided to turn it back over to the Town when the lease expired on May 17, 2018.

The initiative was undertaken in accordance with Wellfleet Shellfishing Policy and Regulations Sections 7.2 Previously Established Grants that Become Available:  
*In the event that a licensed aquaculture area previously certified by the DMF becomes available, its status shall be posted by the Shellfish Constable (see Section 3; Informing the Public of Meetings Concerning the Fishery) for a period of 30 calendar days. If more than one qualified person (as described in Section 1 under Domiciled Resident, and Section 7.8.1 Domiciled Residents) whose name does not appear on another license applies to hold the license, the Board of Selectmen shall hold a public lottery within 14 days to impartially determine who shall be granted the right to use such available acreage for aquaculture.*

- Twelve applications were received, and 11 met the eligibility requirements.
- A drawing was held at 8:00 a.m. June 6, 2018, in the Town Hall Hearing Room.
- Members of the general public as well as the regular employees of the Shellfish Department were present in addition to the Town Clerk.
- A roster of the eligible participants was posted in the room prior to the drawing.
- I read the names on the roster prior to the drawing.
- The Town Clerk conducted the drawing relying on past professional experience with similar type events.
- The name drawn was Justin Lynch.

**I hereby request that you approve this award of shellfish grant #01-05 to Justin Lynch.**

He has come to the WSD offices to fill out the necessary paperwork, attached as follows:

[wellfleet-ma.gov/shellfish-department](http://wellfleet-ma.gov/shellfish-department)

Phone (508) 349-0325



Fax (508) 349-0305

1. New grant application
2. Grant transfer application
3. Checklist for an aquaculture grant
4. Letter from Justin re: abiding by rules and regulations
5. Map of grant #01-05
6. Previous license (for reference)

I am happy to answer any questions you may have.

Sincerely,

A handwritten signature in cursive script, appearing to read "Nancy Civetta".

Nancy Civetta  
Shellfish Constable

APPLICATION FOR SHELLFISH GRANT LICENSE #01-05

DATE: 5/15/18

This request is being made under Mass. General Law, Chapter 130, Sections 57 & 59 and the Town of Wellfleet Shellfishing Policy and Regulations.

Name Justin Lynch

Address 35 Naubought Bluff RD.

Telephone \_\_\_\_\_ Cell Phone 774-722-3766

Email lynchmob@yahoo.com

GENERAL INFORMATION

Previous shellfishing experience: I have worked and managed several oyster farms and continue to shellfish commercially.

How long have you had a commercial shellfish permit? (list years)

17 years 2001-2018

How long have you lived in Wellfleet?

35 years

Additional comments:

MAY 15 2018

*By applying for this license and signing below, the applicant agrees to comply with the Town of Wellfleet's Shellfish Policy and Regulations. The applicant also acknowledges that s/he will be held responsible to MGL Ch. 130 and CMR 322, as well as the most recent SEMAC Best Management Practices, DMF's vibrio control plan, National Shellfish Sanitation Program's Guide and DPH's Regulations for Fish and Fishery Products, as they apply to the harvest of shellfish governing his/her business operations.*

Justin Lynch  
Signature of Applicant

[Signature]  
Shellfish Constable

# APPLICATION FOR TRANSFER OF SHELLFISH GRANT LICENSE

Date: June 6, 2018

To: Board of Selectmen  
300 Main Street  
Wellfleet, MA 02667

The Wellfleet Shellfish Dept. hereby requests transfer of Shellfish Grant License # 01-05 from Richard Merrill and Tim Hughes who returned it back to the Town upon license expiration on May 17, 2018, to Justin Lynch, whose name was drawn in the public lottery held at 8 a.m. on June 6, 2018.

Said grant license is located at offshore of Indian Neck, in Wellfleet, MA, and consists of three (3) acres, as shown on a plan prepared by Slade Associates and dated 9/29/2000.

Thank you,  
Nancy Cirillo  
SHELLFISH CONSTABLE

Justin Lynch  
Signature(s)

JUSTIN LYNCH  
Name(s)

PO BOX 1103  
Mailing Address

South Wellfleet, MA

02663 / 774-722-3766  
Telephone

lynchoomob@yahoo.com  
Email

TOWN OF WELFLEET SHELLFISH DEPARTMENT  
CHECK LIST FOR AQUACULTURE LEASE APPLICANT

☒ Applicant is a domiciled resident of Welfleet, as that is defined in Section 1 of our regulations.

☒ Applicant is 18 years of age or older.

☒ Approval of this application will not result in the applicant having more than 7 acres leased to them for aquaculture within the Town's waters.

~~N/A~~  
☐ All other licensees named to the grant have given written approval for the applicant to be included on their lease. If a corporation is the current lease holder, all persons who are members of the corporation must submit their written approval.

~~N/A~~  
☒ At this time, there are no more than three lease holders named to the lease.

~~N/A~~  
☐ If applicant is applying for a lease on private property other than their own, written permission from the owner has been provided.

☒ Applicant has held and used a Commercial Shellfishing Permit during two of the last three years.

OR:

☐ The applicant has demonstrated some experience in shellfish propagation and aquaculture which has been confirmed in writing by a license holder that describes the type of work performed by the applicant and any other information that might be relevant.

☒ The applicant has received and agreed in writing to comply with the current version of the Town's Shellfish Policy and Regulations.

☐ The applicant acknowledges that s/he will also be held responsible to and will familiarize him/herself with MGL Ch. 130 and CMR 322, as well as the most recent SEMAC Best Management Practices, DMF's vibrio control plan, National Shellfish Sanitation Program's Guide and DPH's Regulations for Fish and Fishery Products, as they apply to the harvest of shellfish governing his/her business operations.



To: Wellfleet Board of Selectmen

From: Justin Lynch

Date: June 6, 2018

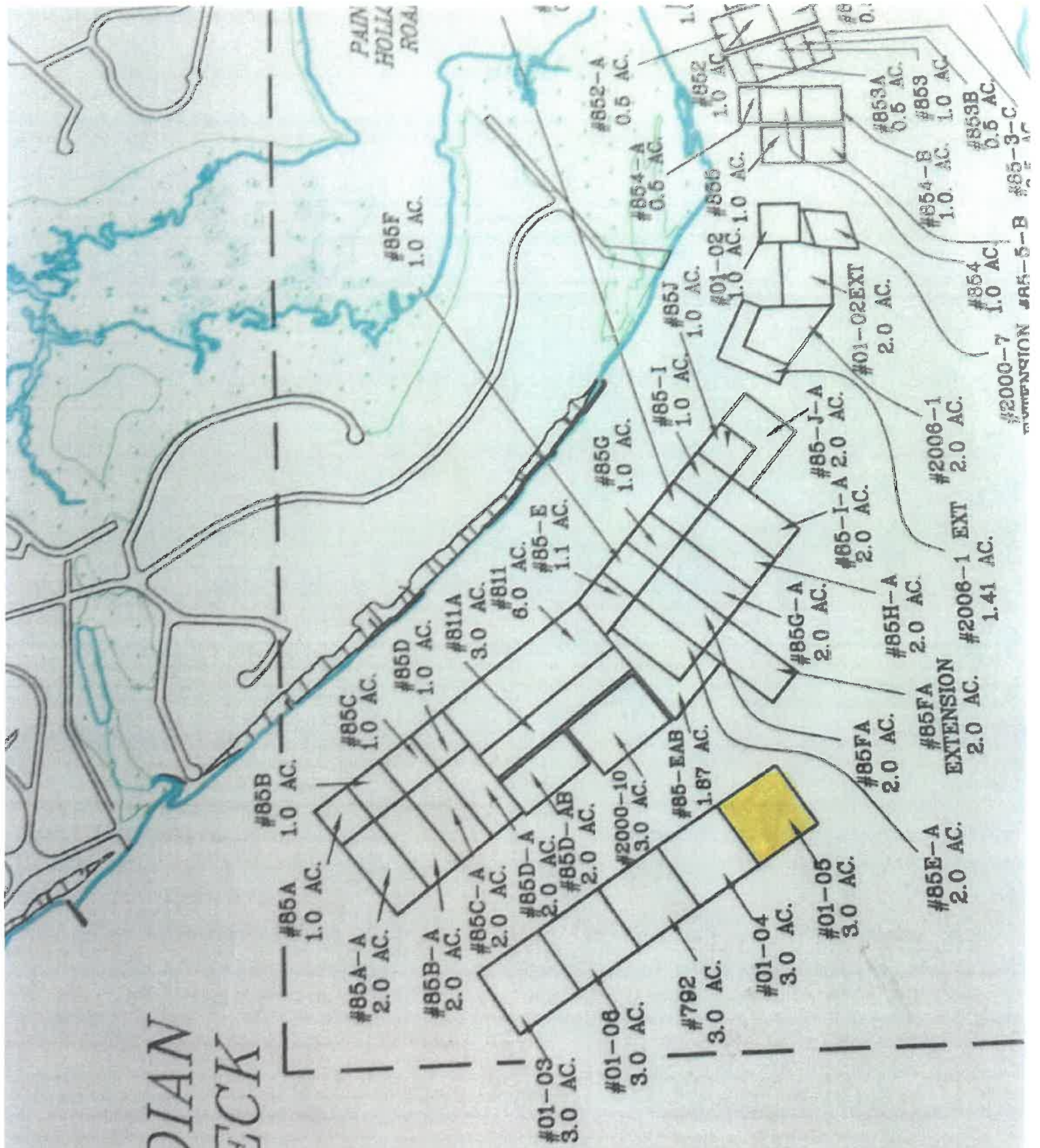
I, Justin Lynch, agree to comply with the Town of Wellfleet's Shellfishing Policy and Regulations and assume full responsibility for understanding and adhering to all federal and state regulations as they apply to shellfish propagation, harvest and sales.

Sincerely,

Justin Lynch

A handwritten signature in black ink, reading "Justin Lynch". The signature is written in a cursive style with a large, stylized "J" and "L".

# INDIAN NECK



NOT RENEWED

KNOW ALL MEN BY THESE PRESENTS

EXPIRED

exp: May 17, 2028

That We, Dennis Murphy, Chair, Janet Reinhart, Kathleen Bacon, Jerry Houk and Helen Miranda Wilson, members of the Board of Selectmen of the Town of Wellfleet, MA, in accordance with the provisions of Chapter 130 of the General Laws as amended and all other powers thereto enabling de grant to **Richard Merrill and Timothy Hughes** of Wellfleet, MA, for the term of ten years beginning May 17, 2018, license to plant, grow, cultivate and harvest shellfish at all times during the pendency of the license, in and upon the flats and waters situated in said Wellfleet, MA, on a certain parcel of land designated as shellfish grant license #01-05 bounded and described as follows:

Land at Indian Neck, so-called, lying within the tidewaters of Wellfleet Harbor, bounded and described as follows:

41°54'21.01", 70°01'45.69" Northwesterly by shellfish grant #793 (currently #01-04), a distance of three hundred sixty and 3/10 (360.3) feet; thence

41°54'17.97", 70°01'43.20" Northeasterly by the tidewaters of Wellfleet Harbor, a distance of three hundred sixty-one and 3/10 (361.3) feet; thence

41°54'22.87", 70°01'41.64" Southeasterly by the tidewaters of Wellfleet Harbor, a distance of three hundred sixty and 4/10 (360.4) feet; and

41°54'19.83", 70°01'39.14" Southwesterly by the tidewaters of Wellfleet Harbor, a distance of three hundred sixty-one and 00/10 (361.0) feet.

Said parcel contains an area of 3.0 acres, and is shown as Grant #794 (now titled #01-05) on a plan filed in the Town Clerk's office entitled, "Sketch of Land in Wellfleet Showing Proposed Shellfish Grants made for Lessees as Shown" dated September 29, 2000, by Slade Associates, Inc., Registered Land Surveyors.

This grant license is granted upon the following terms and conditions and in accordance with the provisions of Chapter 130 of the General Laws.

This license does not grant any property rights. Any use of this license for other than digging and taking of shellfish upon privately owned property may not proceed over the objection of the property owner. Pursuant to General Laws Chapter 130, Section 57, the licensee may not impair the private rights of any person. This license does not authorize any injury to private property or invasion of private rights. The issuance of this license is not a determination of title or ownership. The licensee acknowledges, it is the responsibility of the licensee to obtain permission, if required, from a private property owner before exercising the rights conferred by this license other than for digging and taking of shellfish. The license holder is on notice that owners of the property described above may bring an action for trespass in a court of competent jurisdiction. A license holder may not rely on this license as a defense to an action in trespass.

1. That the said Richard Merrill and Timothy Hughes shall pay to the Town of Wellfleet upon execution of this license, the sum of Five Dollars (\$5.00) to be applied as follows: One Dollar (\$1.00) for the recording cost of said license and Four Dollars (\$4.00) as costs incurred in granting said license. They shall pay to the Town of Wellfleet an annual rental payment, at the rate of Twenty-five Dollars (\$25.00) per acre, or any portion thereof, in the sum of **Seventy-five Dollars** per year, the first payment to be made upon the execution of this license, commencing **May 17, 2018**.

2. That the said Richard Merrill and Timothy Hughes shall file the report required by Chapter 130, Section 65, of the General Laws annually and comply with all other pertinent sections of said chapter. Any violation of the terms of this license or of any section of said Chapter 130 as amended relating to the planting, growing, digging or taking of shellfish shall be considered as a forfeit and surrender of all rights under this license, and the Board of

Selectmen at their sole discretion and judgment may terminate the license by notice in writing which shall be effective and binding when received by the lessee.

3. That the said Richard Merrill and Timothy Hughes shall for the purposes aforesaid have the exclusive use of the waters and flats described in this license during the term thereof, subject only to the provision that in the event that it shall become necessary for the judgment of the Board of Selectmen, to use the said area described in said license because of the dredging or improvement of Wellfleet Harbor or channel, the license term may be suspended or cancelled after reasonable notice of at least thirty (30) days in writing to the lessee to remove any shellfish then and there located on the licensed premises and failure to so remove any or all of the said shellfish shall relieve the Town of Wellfleet from any liability for damage in connection with such work.

4. That the said Richard Merrill and Timothy Hughes shall conform to the following conditions imposed by the Conservation Commission:

1. Access to the Indian Neck/Field Point grants shall be by boat and foot whenever feasible and practical.
2. Vehicle access is to be by Omaha Road, since private property owners have given permission for this.
3. Vehicles having greater than 9200 lbs GVW are prohibited.
4. Dual wheeled vehicles are prohibited.
5. It is prohibited to remove, fill, dredge or alter the coastal beach, dune, salt marsh or other coastal wetland resources outside the area in aquacultural use for the purpose of improving or maintaining the land in aquacultural use.

This license is transferable only in conformity with the provisions of Chapter 130 and with approval in writing of the Selectmen.

Given under our hand and seal as Members of the Board of Selectmen for and on behalf of the Town of Wellfleet and as provided by Chapter 130 of the General Laws as amended, which is made a part hereof by reference, this twenty seventh day of March 2018.

---

Hi Dan and Joe,

Regarding the lottery for grant #01-05, the following regulation applies:

7.2. Previously Established Grants that Become Available

In the event that a licensed aquaculture area previously certified by the DMF becomes available, its status shall be posted by the Shellfish Constable (see Section 3; Informing the Public of Meetings Concerning the Fishery) for a period of 30 calendar days. If more than one qualified person (as described in Section 1 under **Domiciled Resident**, and Section 7.8.1 Domiciled Residents) whose name does not appear on another license applies to hold the license, **the Board of Selectmen shall hold a public lottery within 14 days to impartially determine who shall be granted the right to use such available acreage for aquaculture.**

The application period closes on Thursday, May 24, so we will need the BOS to conduct the lottery on or before Thursday, June 7. I am not sure how the lottery is conducted (picking a name out of a hat?), and Chris and Johnny say that this is the first time they can remember a grant coming up, so they don't know how it has happened in the past. Jeanne, have you ever seen a grant lottery by BOS before?

Can we work together to determine logistics? Also, we will need to get BOS together for this. (Next time, I will work backwards from one of their scheduled meetings!)

Thanks for your feedback and direction.

Nancy

Nancy Civetta

Shellfish Constable

Town of Wellfleet

C: 617-901-7193

O: 508-349-0325

E: [nancy.civetta@wellfleet-ma.gov](mailto:nancy.civetta@wellfleet-ma.gov)

300 Main St.

Wellfleet, MA 02667

Check for news and updates on [Facebook](#).



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
June 12, 2018

# VI

### BUSINESS – C. Shellfish Permit Suspension

<b>REQUESTED BY:</b>	Shellfish Constable
<b>DESIRED ACTION:</b>	Decision on permit suspension duration for Jackie Bassett for violation of Wellfleet Shellfish Policy and Regulations Section 4.9 Poaching.
<b>PROPOSED MOTION:</b>	I move to suspend Jackie Bassett's shellfish permit for one week effective immediately for violation of Wellfleet Shellfish Policy and Regulations Section 4.9 Poaching per the Shellfish Constable's recommendation.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



# Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

## MEMORANDUM

DATE: June 6, 2018

TO: Town of Wellfleet Board of Selectmen

RE: Decision on permit suspension duration for Jackie Bassett for violation on Wellfleet Shellfishing Policy and Regulations Section 4.9 Poaching

Dear Selectboard Members:

On May 16, I determined that commercial permit holder Jackie Bassett was fishing for oysters on a marked grant, #99-2, the license for which is held by Buddy, Allison and Nicole Paine.

Here are my findings:

- That morning, I was on patrol around 7:30 a.m. on Field Point and observed a wild harvester working an area in Paine Hollow.
- When I arrived at the Paine Hollow landing Jackie Bassett was loading oysters into his vehicle.
- When I inspected his catch, I saw one bag of 100 oysters and a basket with what looked like another 100 oysters in it. He had no seed.
- I asked him if he saw that there was a grant there marked by buoys and if he harvested there. He said he didn't know it was a grant, but he hadn't been in there.
- I told him it was prohibited to harvest from a grant and that this was the Paine grant.
- After he left the landing, I walked the entire grant.
- I photographed his footprints and basket marks throughout the inside of the Paine grant.
- I took inventory of what grant 99-2 looked like and noticed that:
  - There were five buoys, with very faded, basically illegible grant markings.
  - There was what looked like derelict gear brought in by winter ice: a buried oyster rack and a twisted clam net.
  - There were a few piles of small oysters scattered here and there.
  - There were no obvious signs of aquaculture activity.
- I called Jackie into our office for a discussion.
- He maintained that he did not realize it was a grant.

[wellfleet-ma.gov/shellfish-department](http://wellfleet-ma.gov/shellfish-department)

Phone (508) 349-0325



Fax (508) 349-0305

- Every commercial permit holder is required to know the Town's Shellfishing Policy and Regulations and is responsible for knowing how grants are marked and understands that s/he is not allowed to fish inside grants.
- He recognized that he did harvest there, and he was remorseful about not walking out there with me when I questioned him about it at the landing to see if he had been fishing inside its bounds or not.
- He wishes he had not gone to market, so he could have returned the oysters once he found out he had been harvesting from the Paine's grant.
- Historically, WSD has checked Jackie and his catch, and we have never found him with a small oyster or over his limit.
- I gave him a copy of our regulations with sections related to this violation circled for his reference.
- I sent Jackie a certified letter with the ticket explaining all the above and advising him that continued infractions of the Town's Shellfishing Policy and Regulations could result in a suspension of his commercial permit, and that the actions this department takes are to protect the Town's valuable shellfish resources and ensure a healthy and sustainable shellfishery for the future.

This is a serious infraction of our regulations, Section 4.9. Poaching. I issued him a ticket for his first offense equal to \$50.00.

The Board of Selectmen can suspend his license for between three days and 14 days as a first offense (Wellfleet Shellfishing Policy and Regulations Section 11.6. Duration of Shellfishing Permit Suspensions). **I recommend the Board of Selectmen suspend his license for one week.**

The Paine's may request repayment for the poached oysters per Wellfleet Shellfishing Policy and Regulations Section 11.2. Penalties for Poaching or Theft.

I am happy to answer any questions you may have.

Sincerely,



Nancy Civetta  
Shellfish Constable





## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
June 12, 2018

# VI

### **BUSINESS – D. Shellfish Department Appointment**

<b>REQUESTED BY:</b>	Shellfish Constable
<b>DESIRED ACTION:</b>	Appointment of Andrew B. Ryan as seasonal WSD employee.
<b>PROPOSED MOTION:</b>	I move to appoint Andrew B. Ryan as a seasonal, part-time employee from June 1 <sup>st</sup> through October 18 <sup>th</sup> , 2018 and from May 20 <sup>th</sup> through June 30 <sup>th</sup> , 2019 per the Shellfish Constable's recommendation.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):   
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



# Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

## **Recreational Fishery and Propagation Assistant (Part-time, seasonal position)**

June 1 – October 18, 2018; May 20 – June 30, 2019

The Town of Wellfleet's Shellfish Department works to ensure sustainable fisheries for future generations by:

- enforcing the policies and regulations governing the town's shellfishing activities,
- propagating commercial and recreational shellfishing areas,
- protecting Wellfleet Harbor's environment and the general public's safety, and
- conducting public outreach and education.

The department seeks to quantify the benefit that recreational shellfishing represents to the town and ensure public safety standards are being met regarding icing oysters under a state-mandated control plan from mid-May to mid-October. The assistant will patrol and monitor the recreational fishery to capture catch data, including providing public education and outreach to recreational shellfishing permit holders, and may also assist in monitoring the commercial fishery for compliance with a public safety plan. This position will also assist the Assistant Constable's propagation efforts to raise baby oysters and clams destined for both the recreational and commercial fisheries.

Work is tide-dependent and takes place almost exclusively during low tide. This means a varied schedule with no fixed hours. The position requires time of day flexibility, but will have a set schedule of days of the week: Tuesdays, Wednesdays, Saturdays, Sundays. Position is "intermittent employee" status.

The ideal candidate is familiar with shellfishing, has strong attention to detail and excellent record keeping skills. Must be able to work independently. Frequent contact with the public requires patience and tact. Work is continually performed outdoors, regardless of weather conditions. Work requires some agility and physical strength (lifting or carrying 60 lbs. may be required). Valid driver's license required. Ability to use computers, social media platforms, and Microsoft software such as Word, Excel, etc.

Hourly rate \$16.00. Applications accepted until job filled. Start date ASAP.

Send cover letter, resume and completed Town of Wellfleet [employment application](#) to Shellfish Constable Nancy Civetta or email the application to [nancy.civetta@wellfleet-ma.gov](mailto:nancy.civetta@wellfleet-ma.gov). Applications and complete job description available online at: [www.wellfleet-ma.gov/employment](http://www.wellfleet-ma.gov/employment).

[wellfleet-ma.gov/shellfish-department](http://wellfleet-ma.gov/shellfish-department)

Phone (508) 349-0325



Fax (508) 349-0305



# Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

Date: June 5, 2018

To: Dan Hoort, Town Administrator  
Joseph Powers, Asst. Town Administrator

From: Nancy Civetta, Shellfish Constable

Re: WSD FY 2019 Part-Time, Seasonal Hire

Dear Dan and Joe:

This is to inform you that we have hired Andrew Ryan as part-time, seasonal staff starting Wed., June 6 through Oct. 20, 2018. If all goes well, we will bring him back on next May for the start of vibrio season.

Attached please find:

- 1) Town of Wellfleet posted job description
- 2) Andrew Ryan application
- 3) Andrew Ryan CV

Here is the outline of the job specifics:

- Time: June 1 – October 20, 2018; ~May 20 – June 30, 2019
- Days of the week: Tuesdays, Wednesdays, Saturdays, Sundays
- Position is “intermittent employee” status.
- Approx. four hours/day, four days/week
- Hourly rate: \$16.00
- Works at low tide, but flexibility is a necessity given job requirements.

Please let me know if you have any questions or require any further details.

Thank you,

Nancy

[wellfleet-ma.gov/shellfish-department](http://wellfleet-ma.gov/shellfish-department)

Phone (508) 349-0325



Fax (508) 349-0305

# ANDREW B. RYAN

tel 508-925-1856 • drew.bachelerryan@gmail.com

May 20, 2018

Nancy Civetta  
Shellfish Constable  
Town of Wellfleet  
300 Main Street  
Wellfleet, MA 02667

Ms. Civetta:

I am applying for the seasonal position of Recreational Fishery and Propagation Assistant with the Wellfleet Shellfish Department. I recently moved to the Cape, and will be spending the Summer Season living in Harwich Port. I have been actively searching for positions in the area which will keep me outside in a dynamic environment, and I recently came across the posting on the Town of Wellfleet website. Attached you will find my resume, outlining my most recent professional experience, schooling, applicable skill sets.

Although my most recent professional endeavours vary somewhat from the job description you have listed, I possess many skills that are transferable. The past several years have had me in positions where strong teamwork and interpersonal skills are paramount. Additionally, the job at times had me working independently, where good time management skills and personal accountability were crucial to successful performance. I am familiar with working under the umbrella of government regulations, and maintaining oversight and compliance in multiple realms. I am adept at critical thinking and problem solving, and have the ability to take on new skills quickly. My background has required me to be able to adapt to changing conditions and environments, and think on the fly in a multitude of environments. Working at a resort where guest relations are a daily constant has fostered me with strong skills in public relations.

My Bachelor of Arts degree was broad in nature, with mostly field based studies that touched on ecology, natural history, marine studies, and the various realms of geophysical studies including oceanography. In addition, my practical work experience over the past several years has required a high degree of environmental observations, and the documentation of them over time. I am experienced with constant record keeping, and am knowledgeable in the use of Microsoft Excel and Word.

Although I have been living in the Western United States and overseas for the past twenty years, I am familiar with the environment and waters of Southeast New England. I grew up in Providence, RI, and split my time between there and Harwich, MA until I was 20 years old. I have numerous hours operating motorized and sail craft on Nantucket Sound during this time, and I am familiar with the harbours and waters of the region.

My education, work experience, and fun personality qualify me for the current job opportunity.

Thank you for your consideration and time.

Best Regards,

*Andrew B. Ryan*

# ANDREW B. RYAN

(919) 928-9255 • andrewbryannellryan@gmail.com

**OBJECTIVE:** TO GAIN EMPLOYMENT AS THE FISHERY AND PROPAGATION ASSISTANT WITH THE WELLFLEET SHELLFISH DEPARTMENT

## EDUCATION

**PRESCOTT COLLEGE**

**PRESCOTT, AZ**

BACHELOR OF ARTS

**GRADUATED MAY 2004**

MAJOR: OUTDOOR EXPERIENTIAL EDUCATION

MINOR: EARTH SCIENCE

## WORK EXPERIENCE

**GRAND TARGHEE RESORT**

**ALTA, WY**

**AVALANCHE SAFETY OFFICER/ SENIOR SKI PATROL**

**WINTER SEASONS (NOVEMBER TO APRIL) 2010/2011 TO 2017/2018**

- MANAGED ALL ASPECTS OF THE AVALANCHE FORECASTING AND MITIGATION PROGRAM FOR THE RESORT, INCLUDING DAY TO DAY STANDARD SKI PATROL OPERATIONS
  - CREATING CURRENT TO 3 DAY WEATHER FORECASTS, AND MAINTAINING A DATABASE OF METEOROLOGICAL AND SNOWPACK CONDITIONS THROUGHOUT THE SEASON
  - FORECASTING FOR AVALANCHE HAZARDS AND IMPLEMENTING MITIGATION MEASURES THROUGH THE USE OF PASSIVE AND ACTIVE TECHNIQUES
  - OPERATION AND MAINTENANCE OF AUTOMATED REMOTE WEATHER STATIONS
  - REGIONAL RESOURCE FOR TETON COUNTY WYOMING SEARCH AND RESCUE TO CONDUCT LOST PERSON AND AVALANCHE RESCUE OPERATIONS
  - GUEST SERVICE, SAFETY, AND MEDICAL RESPONSE

**CARDRONA ALPINE RESORT**

**CARDRONA, NEW ZEALAND**

**SNOW SAFETY OFFICER/ SENIOR SKI PATROL**

**WINTER SEASON (MAY TO OCTOBER) 2011 TO 2017**

- MANAGED ALL ASPECTS OF THE AVALANCHE FORECAST AND MITIGATION PROGRAM AT THE RESORT, IN ADDITION TO PERFORMING DAY TO DAY OPERATIONS FOR THE SKI PATROL.
  - OPERATING UNDER AND MAINTAINING COMPLIANCE WITH NEW ZEALAND HEALTH AND SAFETY REGULATIONS AND BEST PRACTICES
  - FORECASTING FOR AVALANCHE HAZARDS AND IMPLEMENTING MITIGATION MEASURES THROUGH THE USE OF PASSIVE AND ACTIVE TECHNIQUES FOR THE SKI SLOPES AND THE ROAD APPROACHING THE RESORT
  - OPERATION AND MAINTENANCE OF AUTOMATED REMOTE WEATHER STATIONS
  - PARTICIPATING AS A RESOURCE FOR REGIONAL AVALANCHE SEARCH AND RESCUE OPERATIONS
  - GUEST SERVICE, SAFETY, AND MEDICAL RESPONSE

**TETON COUNTY IDAHO AMBULANCE SERVICE**

**DRIGGS, ID**

**EMERGENCY MEDICAL TECHNICIAN**

**2009**

- PERFORMING PROTOCOLS AND DUTIES OF AN EMT-BASIC FOR A HOSPITAL-BASED AMBULANCE PROVIDING 911 EMERGENCY SERVICES FOR TETON COUNTY, IDAHO.

## **GRAND TARGHEE RESORT**

**ALTA, WY**

### **SKI PATROL**

#### **WINTER SEASONS (NOVEMBER TO APRIL) 2005/2006 TO 2009/2010**

- PERFORMING THE GENERAL ROLES AND RESPONSIBILITIES OF A SKI PATROLLER.
  - GUEST SERVICE, SAFETY, AND MEDICAL RESPONSE.
  - SLOPE SAFETY AND HAZARD MARKING
  - MOUNTAIN SET-UP AND MAINTENANCE
  - AVALANCHE MITIGATION
  - SEARCH AND RESCUE

### **SPECIAL SKILLS AND CERTIFICATIONS**

#### **OUTDOOR EMERGENCY CARE TECHNICIAN (OEC)**

##### **NATIONAL SKI PATROL**

- FIRST AID AND PERTINENT BACKCOUNTRY BASED MEDICINE

#### **HEALTHCARE PROVIDER BASIC LIFE SUPPORT (AED & CPR)**

##### **AMERICAN HEART ASSOCIATION**

#### **EMERGENCY MEDICAL TECHNICIAN — BASIC**

##### **BROWN UNIVERSITY EMS**

##### **NATIONAL REGISTRY OF EMERGENCY MEDICAL TECHNICIANS**

- COURSE COMPLETION AND PRACTICAL EXPERIENCE WORKING AS AN EMT. CERTIFICATION HAS LAPSED

#### **Drowning and Water Hazards**

##### ***OSHA Safety and Health Topics Training***

#### **SMALL CRAFT OPERATION AND HANDLING**

- EXPERIENCE OPERATING SAIL AND MOTORIZED CRAFT UP TO 24'. FAMILIARITY WITH THE COSTAL WATERS OF CAPE COD AND SOUTHEAST NEW ENGLAND.

#### **GPS AND MAP READING**

- COMFORTABLE NAVIGATING AND USING A GPS UNIT

#### **ATV AND 4x4 VEHICLE**

- COMFORTABLE OPERATING MOTOR VEHICLES INCLUDING TRAILERS AND MACHINERY

#### **COMPUTER PROFICIENCY**

- MICROSOFT WORD, EXCEL AND NUMEROUS DATA ENTRY

### **REFERENCES**

Joe Calder, Ski Patrol Director, Grand Targhee Resort

[REDACTED]  
[REDACTED]

Geoff Wayatt, Resort Health and Safety Supervisor, Cardrona Alpine Resort

[REDACTED]  
[REDACTED]  
[REDACTED]



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
June 12, 2018

# VI

### BUSINESS – E. Easement for 15 Harding Lane

<b>REQUESTED BY:</b>	TA
<b>DESIRED ACTION:</b>	Approval of easement for 15 Harding Lane
<b>PROPOSED MOTION:</b>	I move to approve the easement for 15 Harding Lane.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):  
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

**Burdened Property - 300 Main Street, Wellfleet**  
**Benefited Property - 15 Harding Lane, Wellfleet**

### **EASEMENT**

**The Town of Wellfleet**, by and through its undersigned duly qualified and acting Board of Selectmen, with a usual address of 300 Main Street, Wellfleet, MA 02667 ("Grantor"),

for consideration of **ONE DOLLAR** paid,

grants to **David J. Roberts, Jr. and Amy Roberts**, with an address of 1069 Brown's Neck Road, Wellfleet, MA 02667, their heirs, successors and assigns ("Grantee"),

a perpetual easement across and under the land in Wellfleet, Barnstable County, Massachusetts, known as the "Town Hall Parking Lot," more particularly shown as Parcel 52 on Wellfleet Assessor's Map 15, for the purposes of the maintenance, use, repair and replacement of that certain private sewage disposal system, including connections and appurtenances thereto, servicing the land of the Grantee known as and numbered 15 Harding Lane, Wellfleet, Barnstable County, Massachusetts and more fully described in a deed recorded with the Barnstable County Registry of Deeds with Book 31129, Page 276. The location of said septic system is more particularly shown in the sketch plan attached hereto and marked "Exhibit A" (the "Easement Premises").

With respect to said right and easement hereby conveyed, the Grantor and the Grantee by their acceptance hereof for themselves and their respective heirs, successors and assigns hereby agree as follows:

- (a) The land area in which the aforesaid right and easement is granted is conveyed subject to the right hereby expressly reserved by the Grantor to continue to enjoy the use of said land area for all purposes not adverse to the rights herein granted to the Grantee;
- (b) No above-ground structures or improvements may be installed in the Easement Premises;
- (c) The Grantee will immediately restore any disturbances to the land of the Grantor occasioned by the repair, maintenance, replacement, inspection or use of the septic system; and
- (d) The foregoing right and easement shall be appurtenant to land of the Grantee above mentioned.

The Town makes no warranty or representation that the Easement Premises are suitable for Grantee's use, and Grantee accepts the Easement Premises in their current "AS IS" condition at its sole risk. The Grantee hereby releases the Town, its officials, boards, commissions, employees, contractors and agents from any responsibility for the Grantee's losses or damages related to the condition or use of the Easement Premises. The Grantee agrees and covenants that they will not assert or bring, nor cause any third-party to assert or bring, any claim, demand, lawsuit or cause of action against the Town, including, without limitation, claims for property damages, personal injury damages and any other damages relating to, or arising from, the Grantee's activities on or about the Easement Premises. The Grantee acknowledges and agrees that the Town shall have no obligation to maintain the Easement Premises.

The Grantee shall indemnify, defend, and hold the Town harmless from and against all debts, demands, actions, causes of actions, suits, dues, sum and sums of money, damages, liabilities and any and all claims,



demands and liabilities whatsoever of every name and nature, both in law and equity, arising out of or relating to: (a) the discharge, release or threatened release at or from the Easement Premises of oil or hazardous material as defined under federal, state or local law which is caused by the Grantee, their agents, employees, contractors, representatives, guests or invitees (collectively, with the Grantee, the “Grantee Parties”), (b) any failure on the part of the Grantee to comply with the terms of this Easement, and (c) the death, injury or property damage suffered by any person on account of or based upon the negligence or misconduct of any of the Grantee Parties.

Notwithstanding anything herein to the contrary, the Grantee acknowledges and agrees that the right and easement granted herein are for the sole benefit of the Grantee’s property so long as the Grantee’s property is used for single-family residential purposes, and that the easement rights granted herein shall terminate in the event that the Grantee’s property is used for any other purpose. Moreover, in the event Grantee’s property is ever served by municipal sewer or another septic system, this easement shall terminate.

For authority see the vote taken under Article 49 of the April 23, 2018 Annual Town Meeting of the Town of Wellfleet, a true and attested copy of which is attached herewith.

For Grantor’s title, see Barnstable Deeds Book 1025, Page 350

For Grantee’s title, see said Deeds Book 31129, Page 276

IN WITNESS WHEREOF, the undersigned Board of Selectmen of the Town of Wellfleet have set their hands and seals this 12<sup>th</sup> day of June, 2018, 2018.

\_\_\_\_\_  
Justina Carlson

\_\_\_\_\_  
Janet Reinhart

\_\_\_\_\_  
Kathleen Bacon

\_\_\_\_\_  
Jerry Houk

\_\_\_\_\_  
Helen Miranda Wilson

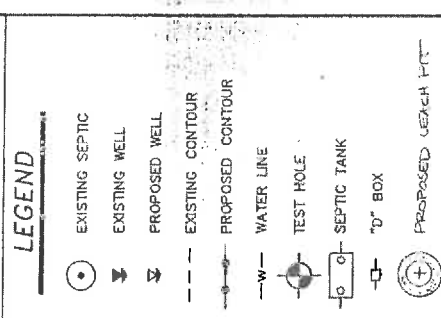
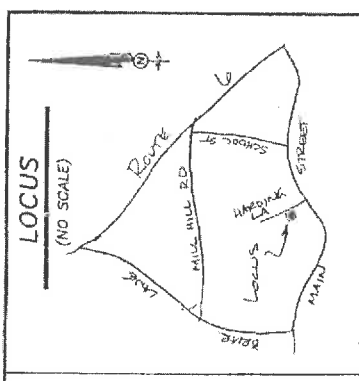
**COMMONWEALTH OF MASSACHUSETTS**

Barnstable, ss:

On this 12<sup>th</sup> day of June, 2018, before me, the undersigned notary public, personally appeared \_\_\_\_\_, one of the members of the Wellfleet Board of Selectmen, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who swore and affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_, Notary Public  
My Commission Expires

625033/WELL/0229

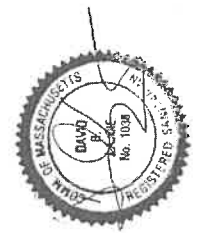


FILE COPY

**SITE & SEWAGE PLAN**

LOCUS: HARDING LANE  
WELLFLEET, MA  
REF: ASSES. SH. 15 PARCEL  
PLAN PREPARED FOR:  
EARL R. HARDING JR.  
P.O. BOX 182  
WELLFLEET, MA  
SCALE: 1" = 10'  
DATE: 4/19/94  
SHEET No. 1 OF 2  
JOB No. 94034

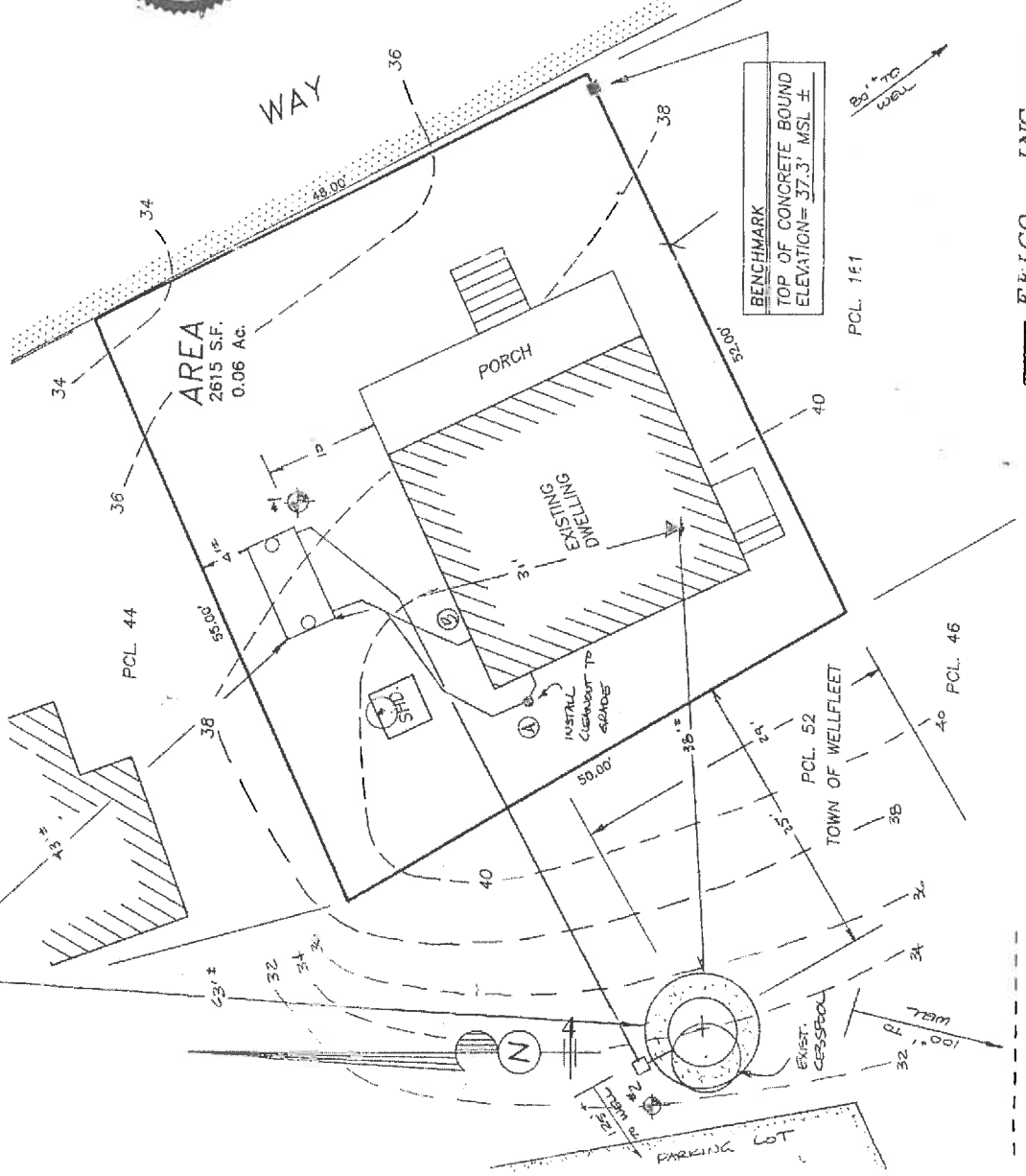
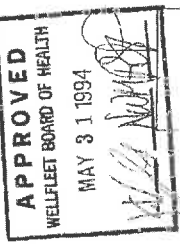
PCL. 41



PCL. 40

**VARIANCE REQUESTS:**

1. 42' FROM LOCUS WELL TO LEACH PIT 310 CMR 15.03(7)
2. 37' FROM WELL (PCL 44) TO LEACH PIT
3. 19' FROM LOCUS WELL TO SEPTIC TANK
4. 7' FROM WELL (PCL 44) TO SEPTIC TANK
5. 6' FROM PROPERTY LINE (PCL 44) TO SEPTIC TANK
6. NO RESERVE 310 CMR 15.11(3)
7. SEPTIC SYSTEM NOT ON LOT SERVED WELLFLEET BOARD RECORDS

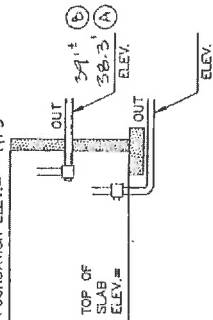


**FELCO, INC.**

ENGINEERING & LAND SURVEYING  
P.O. BOX 1366 ORLEANS, MA 02653  
(508) 255-8141

ALL WELLS NOT SHOWN EXCEED 200' FROM LOCUS SEWAGE.  
VERIFY ZONING AND UTILITY SETBACK DIMENSIONS PRIOR TO CONSTRUCTION.  
THIS PLAN IS FOR SEWAGE DESIGN ONLY AND IS NOT INTENDED TO BE A SURVEY PLOT PLAN.

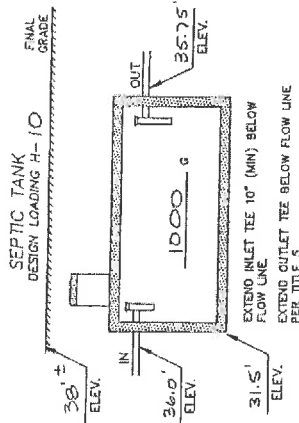
TOP OF  
FOUNDATION ELEV. = 41.3'



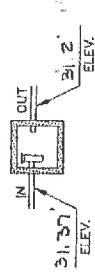
#### SLOPE CALCULATION

REQ'D =  $\frac{1}{4} \times 150 = 11.25$

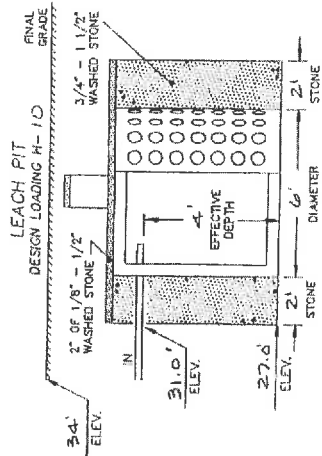
PROVIDED =



"D" BOX  
DESIGN LOADING H-10



WHEN SYSTEM IS CLOSED OR SLOPE OF INLET  
PIPE EXCEEDS 0.08' / FT. INSTALL INLET TEE  
CUT-OFF ONE INCH ABOVE OUTLET INVERT.  
INSTALL OUTLET LEVEL 2.0' (MIN)



### SECTION VIEW - SEPTIC SYSTEM COMPONENTS

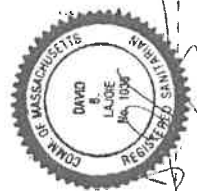
#### CONSTRUCTION NOTES

1. ALL CONTRACTORS AND/OR INSTALLERS ARE RESPONSIBLE FOR PROVIDING AND MAINTAINING A SAFE WORK AREA.
2. CONTRACTORS AND/OR INSTALLERS : VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION.
3. CONTRACTORS AND/OR INSTALLERS : VERIFY ALL WASTE LINE LOCATIONS PRIOR TO CONSTRUCTION.
4. CONSTRUCTION DETAILS TO BE IN ACCORDANCE WITH THE COMMONWEALTH OF MASS. STATE SANITARY CODE AND LOCAL BOARD OF HEALTH REQUIREMENTS.
5. ELEVATION DATUM IS ☒ FROM U.S.G.S. QUAD. MAP ☐ N.G.V.D.
6. MUNICIPAL WATER ☒ AVAILABLE.
7. ANY ALTERATIONS TO DESIGN MUST BE APPROVED BY FELCO, INC. AND THE BOARD OF HEALTH.
8. ALL EXISTING SEWAGE TO BE PUMPED AND FILLED WITH CLEAN MEDIUM SAND.
9. EXCAVATION OF UNSUITABLE SOIL ☒ REQUIRED ☐ SAND AROUND LEACH AREA DOWN TO ☐ AND REPLACED WITH CLEAN MEDIUM SAND.
10. INSTALL COVERS TO WITHIN ONE FOOT OF FINAL GRADE UNLESS STEEL COVERS TO GRADE ARE NOTED.

11. WHEREVER SEWER LINES CROSS WATER SUPPLY LINES, CONSTRUCT BOTH LINES WITH CLASS 150 PRESSURE PIPE (OR EQUIV.) AND PRESSURE TEST BOTH LINES TO ASSURE WATERTIGHTNESS.

#### DESIGN

FLOW DETERMINATION = (2) BP DWELLING  
 $\frac{1}{10}$  DISPOSAL = FLOW RATE 220 g/d  
 SEPTIC TANK :  
 SIZING 220 (1.5) = 330 g/d  
 USE : 1000 g  
 LEACH FACILITY :  
 PERCOLATION RATE IS  $\frac{2}{100}$  MIN/INCH  
 SIDEWALL 125.68 (2.5) = 314.20 g/d  
 BOTTOM 78.54 (1) = 78.54 g/d  
 TOTAL 392.74 g/d  
 USE : (1) 6' x 4' LEACHING PIT  
 $\frac{1}{10}$  OF 370 g/d



#### TEST HOLE RESULTS & LOG

PERCOLATION RATE IS  $\frac{2}{100}$  MIN/INCH IN MED. N.M. SAND  
 No. WATER WAS ENCOUNTERED.

1.	ELEV.	DEPTH	SOIL TYPE
0.0'	37.0'	0.0'	TOP + SUB
2.0'	35.0'	2.0'	MEDIUM SAND
12.0'	25.0'		CLAY
13.0'	24.0'		

TEST BY D. LADDE  
 WITNESS R. ROSE  
 DATE 4/27/94

— FELCO, INC. —  
 ENGINEERING • LAND SURVEYING

JOB No: 94039 NAME: HARDING  
 DATE: 4/11/94 SHEET 2 OF 2  
 REVISIONS :



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
June 12, 2018

VI

### **BUSINESS – F. Global Covenant of Mayors for Climate & Energy Commitment Letter**

<b>REQUESTED BY:</b>	<b>Energy Committee</b>
<b>DESIRED ACTION:</b>	<b>Approval of Global Covenant of Mayors for Climate &amp; Energy Commitment Letter</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the Global Covenant of Mayors for Climate &amp; Energy Commitment Letter per the Energy Committee's recommendation.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):  
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

## Radu Luca

---

**From:** Robert Shapiro <rshapiro@capevisions.com>  
**Sent:** Tuesday, April 24, 2018 4:18 PM  
**To:** Dan Hoort; Board of Selectmen  
**Subject:** Joining the Global Covenant of Mayors for Climate and Energy  
**Attachments:** Commitment Letter.zip

Dear Dan and the Board,

The Energy Committee voted to recommend that the town pursue this possibility.

I request that I be added to the agenda of an upcoming meeting in order to briefly explain what this is, why we want to do it, what it gets us, and what it costs.

I have attached a form letter used to apply for membership. Upon completion and signed, it should then be emailed to [info@globalcovenantofmayors.org](mailto:info@globalcovenantofmayors.org).

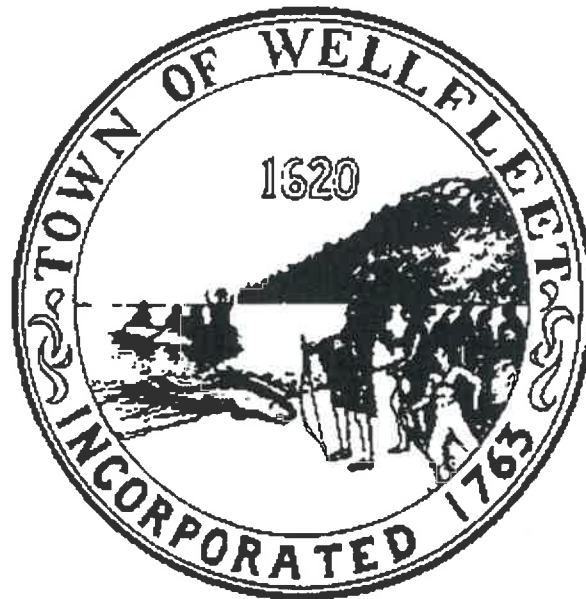
Thank you for your attention.

Robert Shapiro, Town of Wellfleet Energy Committee



## Global Covenant of Mayors for Climate & Energy

### Commitment of Town of Wellfleet Massachusetts USA



I, **Janet Reinhart** of **Town of Wellfleet** commit to the Global Covenant of Mayors for Climate & Energy, joining thousands of other cities and local governments around the world currently engaged in climate leadership.

The Global Covenant of Mayors for Climate & Energy envisions a world where committed mayors and local governments – in alliance with partners – accelerate ambitious, measurable climate and energy initiatives that lead to an inclusive, just, low-emission and climate resilient future, helping to meet and exceed the Paris Agreement objectives.

Whatever the size or location, the mayors and local leaders committed to the Global Covenant stand ready to take concrete measures with long-term impact to tackle the interconnected challenges of climate change mitigation, adaptation, and access to sustainable energy.

To implement this vision, the **Town of Wellfleet** pledges to implement policies and undertake measures to (i) reduce / limit greenhouse gas emissions, (ii) prepare for the impacts of climate change, (iii) increase access to sustainable energy, and (iv) track progress toward these objectives. Specifically, within no more than three years of this commitment, we pledge to develop, formally adopt and report on the following:

- A community-scale greenhouse gas (GHG) emission inventory;
- An assessment of climate hazards and vulnerabilities;

- Ambitious, measurable and time-bound target(s) to reduce/limit greenhouse gas emissions;
- Ambitious adaptation vision and goals, based on quantified scientific evidence when possible, to increase local resilience to climate change;
- Ambitious and just goal to improve access to sustainable energy; and
- Plan(s) to address climate change mitigation / low emission development, climate resilience and adaptation, and access to sustainable energy, including provisions for regular (annual or biennial) progress reports.

The targets and action plans for mitigation / low emission development must be quantified and consistent with or exceed relevant national commitments defined through the relevant UNFCCC (Intended) Nationally Determined Contribution (NDC).

We acknowledge that there may be additional region- or country-specific commitments for us to adhere to, agreed through our local membership networks or through our direct engagement with local Global Covenant of Mayors partners.

The **Town of Wellfleet** acknowledges that continued membership in the Global Covenant of Mayors and associated local chapters or “Regional Covenants” as established, is contingent on complying with the above requirements within established timeframes.

**Town Hall**  
**300 Main Street**  
**Wellfleet, MA 02667**  
**United States**  
**[www.wellfleetma.org](http://www.wellfleetma.org)**  
**[fill in with name of current Board chair], Chair, Board of Selectmen**

Main Contact: **Robert Shapiro**, [rshapiro@capevisions.com](mailto:rshapiro@capevisions.com), 617-823-1055  
**3500** Inhabitants, **20.47** sq. miles  
 United States, [www.wellfleetma.org](http://www.wellfleetma.org)

**OFFICIAL SIGNATURE**

Mandated by the **Chair, Board of Selectmen** on **[6/12/2018]**.







## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
June 12, 2018

# VI

### **BUSINESS – G. Herring River Restoration Project MOU**

<b>REQUESTED BY:</b>	<b>TA</b>
<b>DESIRED ACTION:</b>	<b>Approval of Herring River Restoration Project MOU between Wellfleet and Truro</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the Herring River Restoration Project Memorandum Of Understanding between Wellfleet and Truro as presented by the Town Administrator.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

**Herring River Restoration Project**  
**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**The Towns of Wellfleet and Truro**

This Memorandum of Understanding ("MOU") is entered into as of June 12, 2018 (the "Effective Date") by and between the Towns of Wellfleet and Truro, each one a municipal corporation acting through their respective Board of Selectmen (collectively the "Parties").

WHEREAS, the Towns have been working with the Cape Cod National Seashore ("CCNS") and the Herring River Restoration Committee ("Committee") in pursuing permitting for the Herring River Restoration Project ("Project"), all as more fully described in the Memorandum of Understanding III ("MOU III"), a fully executed copy of which is attached hereto as Attachment A to this Agreement; and

WHEREAS, pursuant to MOU III, representatives of both Towns have been serving on the Executive Council of the Committee, along with representatives of CCNS, and

WHEREAS, as the scope and extent of Phase I of the project has been developed, it has become clear that other than as a potential abutter to the Project, the Town of Truro has no meaningful role in Phase I since all of the work contemplated in Phase I will take place within the Town of Wellfleet on property owned by Wellfleet as well as private property in the Town of Wellfleet.

NOW, THEREFORE, the Parties agree as follows:

1. Truro hereby indicates its support for the Project overall.
2. Wellfleet shall be the Party responsible for the implementation of Phase I and will be the applicant for all permits necessary for the completion of Phase I. Truro shall be considered an abutter to the Project being undertaken in Phase I by virtue of the fact that Truro's infrastructure may be impacted.
3. Truro agrees to cooperate with Wellfleet and the Committee in the implementation of Phase I to the extent reasonably requested by Wellfleet, CCNS, and the Committee, including supporting any grant funding applications, as such may become available, to permit and finance the permitting, planning and implementation of the Project.

4. Wellfleet and Truro agree to jointly pursue discussions with the Committee and CCNS and to propose amendments to MOU III as may be necessary and appropriate to fulfill the intent of this MOU.

5. Nothing in this MOU shall be construed as prohibiting the Parties in the future from re-evaluating the role of Truro in Phase I and subsequent phases should further involvement in the Project by Truro be deemed mutually beneficial.

In witness thereof, the Parties hereto have executed this Agreement as of the first date written above.

For the Town of Wellfleet  
Board of Selectmen

For the Town of Truro  
Board of Selectmen

\_\_\_\_\_  
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## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
June 12, 2018

VI

### BUSINESS – H. Cahoon Hollow Parking Lot Lease

<b>REQUESTED BY:</b>	TA
<b>DESIRED ACTION:</b>	Approval of Cahoon Hollow Parking Lot Lease
<b>PROPOSED MOTION:</b>	I move to approve the lease for Cahoon Hollow Parking Lot as presented by the Town Administrator.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

## PARKING LEASE

THIS PARKING LEASE (this "Lease") is made as of June 1, 2018, by and between the Town of Wellfleet, a Massachusetts municipal corporation, with an address of 300 Main Street, Wellfleet, Massachusetts 02667 ("Landlord"), and Beachside Management, LLC, a Massachusetts limited liability company, with an address of 1120 Cahoon Hollow Road, Wellfleet, Massachusetts 02667 ("Tenant").

WHEREAS, Landlord is the owner of a certain parking lot known as the Cahoon Hollow Beach public parking lot at 1140 Cahoon Hollow Road, being Tax Map 17, Lot 17, containing approximately 1.81 acres, and consisting of approximately 20-25 public parking spaces, located on the Atlantic Ocean, and connected to Ocean View Drive via a public way maintained by the Town (the "Lot"); and

WHEREAS, Landlord issued a Request for Proposals seeking proposals for the lease of the Lot for the contracted season, or approximately May 25, 2018 through November 1, 2018, upon payment of a lump sum fee for the exclusive rights to operate the Lot; and

WHEREAS, Tenant submitted the successful bid, and desires to lease the Lot, on the terms and conditions stated herein.

NOW THEREFORE, in consideration of the mutual promises herein contained, Landlord and Tenant agree as follows:

1. Premises

Landlord hereby leases to Tenant and Tenant accepts and leases from Landlord the Cahoon Hollow Beach public parking lot, for the sole purpose of providing parking for the public, subject to the reservation of five (5) parking spaces for Town beach staff, and on the other terms and conditions set forth herein. Tenant accepts the Lot in "as is" condition. The Town may access the lot for the purpose of maintaining the pedestrian walkway access or any other purpose in the interest of maintaining the lot with permission from the Tenant, such permission shall not be unreasonably withheld. The tenant shall be responsible for the collection and disposal of refuse generated from their business. The Tenant shall be responsible for using their best efforts to control storm water runoff and drainage from its property.

2. Term

This Lease shall commence on May 25, 2018 (the "Commencement Date") and expire on or about November 1, 2018 (the "Initial Term"), and, provided Tenant is then in compliance all the terms and conditions of this Lease, there shall be two (2) options to renew, each for a one (1) year term (each, an "Extenson Term," together with the Initial Term, the "Term"), at the sole option of the Landlord, on mutually agreeable terms and

conditions. Landlord shall give Tenant written notice on or before March 1, 2019 of its option to exercise the first Extension Term, and on or before March 1, 2020 of its option to exercise the second Extension Term (assuming the first Extension Term has been exercised), whereupon Tenant shall have thirty (30) days to accept the offer of an Extension Term.

3. Rent

3.1. For the Initial Term, Rent shall be payable in two installments, the first, in the amount of \$25,000.00, shall be due and payable upon execution of this Lease, and the second, in the amount of \$25,100.00, shall be due and payable on or before July 1, 2018. In the event an Extension Term(s) is agreed to between Landlord and Tenant on mutually agreeable terms and conditions, the first installment payment shall be due and payable on or before April 15, 2019, and the second installment payment shall be due and payable on or before July 1, 2019. In the case of the second Extension Term, the first installment payment shall be due and payable upon or before April 15, 2020, and the second installment payment shall be due and payable on or before July 1, 2020.

3.2. Rent shall be made payable to Landlord at the address set forth above, or such other address as Landlord may direct. All payments becoming due under this Lease and not paid when due shall bear interest from the applicable due date until received by Landlord at an annual rate equal to the prime rate of interest charged from time to time by Bank of America or its successor, plus two percent (2%).

4. Use of Premises

4.1. Tenant shall use the Lot only for the parking of automobiles, motorcycles, SUV's, light vans and pick-up type trucks. Tenant may charge daily fees to members of the public, which fees shall be reasonable and in line with those fees charged for similar lots within the Town of Wellfleet, and the immediate environs, said fees subject to approval of the Landlord, which approval shall not be unreasonably withheld, conditioned or delayed.

4.2. Tenant shall not have the right to sublet or assign any of its rights under this Lease. Notwithstanding the foregoing, the Landlord acknowledges that the Tenant intends to provide the use of the Lot to members of the public.

4.3. Tenant shall reserve five (5) exclusive parking spaces for use by Town beach staff, who shall not be charged for the use of these spaces.

4.4. Tenant shall, at all times, maintain an appropriate number of portable restrooms at the Lot.

4.5. At all times during the Term, Tenant shall maintain a turnaround for use by emergency vehicles. The size and location of the turnaround shall be approved by the Fire Chief and Police Chief prior to the commencement of operations. In the event

Tenant desires to alter the location of the turnaround, Tenant must notify the Fire Chief and Police Chief, who must approve any such alteration. Failure to maintain the turnaround for emergency vehicles shall constitute an automatic breach of this Lease.

4.6. Tenant agrees that it shall not maintain, generate, allow or bring on the Lot or transport or dispose of on or from the Lot any Hazardous Waste, Hazardous Material, Oil or radioactive material, except that which is incidental to the operation of motor vehicles. As used herein, the terms "Hazardous Waste", "Hazardous Material", and "Oil" shall be defined as provided in Section 2 of Chapter 21C, Section 2 of Chapter 21D, and Section 2 of Chapter 21E of the General Laws of Massachusetts, and the regulations promulgated thereunder, as such laws and regulations may be amended from time to time. Tenant hereby agrees to indemnify and hold harmless Landlord, and those claiming by, through and under Landlord, from and against any and all liability, loss, damage, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature in any way suffered, incurred, or paid as a result of any release or threatened release of oil or hazardous material as defined under federal, state or local law on or from the Lot which is caused by Tenant, its agents, employees, contractors, representatives, visitors, invitees or licensees. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

4.7. Tenant may not make any modifications or alterations to the Lot, except with the written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Any such modifications or alterations shall be made at the sole expense of Tenant, and shall be the property of Landlord at the expiration or earlier termination of this Lease. The Tenant shall be responsible for maintaining the sand berm and split rail fence on the lot.

4.8. Tenant shall operate the Lot in accordance with any and all applicable bylaws, rules and regulations of the Town of Wellfleet and any and all applicable statutes, rules and regulations and policies of the Commonwealth of Massachusetts. Further, Tenant shall obtain any and all necessary permits and licenses from the Town of Wellfleet prior to commencement of operation at the Lot.

## 5. Condition of the Lot

5.1. The Tenant acknowledges and agrees that it accepts the Lot in "as is" condition, and that Landlord has made no representation or warranty, express or implied, regarding the fitness of the Lot for the intended purpose.

5.2. Landlord shall not be held liable and shall be held harmless from the effects of ongoing beach erosion at the Lot. The Landlord shall not be responsible for continued beach nourishment or maintenance of the beach or dune system at the Lot or the adjacent beach.

## 6. Landlord's Obligations

Landlord shall maintain the storm water controls for the public way which provides entrance to the Lot from Ocean View Drive.

7. Indemnification

During the Term of this Lease and thereafter so long as Tenant or its agents, contractors, employees, visitors and invitees occupy or use the Lot, except to the extent caused directly by the gross negligence or willful misconduct of Landlord, Tenant shall release, indemnify, defend and hold Landlord harmless from and against any and all liability for bodily injury, death, property damage of any kind or nature however caused, arising as a result of the use of the Lot by, or any act, omission or negligence on the part of, Tenant, its agents, employees, contractors, representatives, visitors, invitees or licensees, or anyone claiming by, through or under Tenant, in each case to the fullest extent permitted by applicable law. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof. To the maximum extent permissible by law, Tenant agrees to use and occupy the Lot at Tenant's own risk, and Landlord shall have no responsibility or liability for any loss or damage to the personal property of Tenant or any person claiming by, through or under Tenant. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

8. Insurance

Tenant agrees to maintain in full force, from the Commencement Date until the expiration of the Term of this Lease and thereafter so long as Tenant or its agents, employees, contractor, representatives, visitors, nvitees or licensess, or anyone claiming by, through or under Tenant, uses any part of the Lot, a policy of commercial general liability insurance. Each such policy shall be non-cancelable and non-amendable with respect to Landlord and Landlord's designees without thirty (30) days prior written notice to Landlord. The minimum limits of Tenant's commercial general liability insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury. However, Landlord shall have the right to require Tenant to increase such limits by reasonable amounts. Landlord shall be named as an additional insured on all insurance policies. All required insurance shall be written with such companies qualified to do business in Massachusetts, as Tenant shall select and Landlord shall approve, which approval Landlord agrees not to withhold unreasonably. Certificates of all policies procured by Tenant in compliance with its obligations under this Lease shall be delivered to Landlord within ten (10) days from the execution of this Lease and thereafter at least thirty (30) days prior to the expiration of any such policy. Tenant, shall, further carry worker's compensation insurance in the amounts prescribed by law.

9. Casualty; Taking



If a substantial part of the Lot is damaged by fire or other casualty, or is taken by any entity by right of eminent domain, then Landlord and Tenant shall have the right to terminate this Lease by providing the other with written notice thereof. Any such termination shall be effective thirty (30) days after the date of notice thereof. For the purposes of this Section, "substantial part" shall be defined as that portion of the Lot which if damaged or taken by eminent domain would materially affect the use of the Lot for the permitted purposes. In the event of a taking by eminent domain, Landlord shall have, and hereby reserves and excepts, and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the Lot and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking or damage. Tenant covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request, hereby irrevocably designating and appointing Landlord as its attorney-in-fact to execute and deliver in Tenant's name and behalf all such further assignments thereof.

10. Event of Default; Landlord's Remedies

In the event that:

- (a) Tenant fails to pay Rent when due hereunder and such failure continues for ten (10) days after written notice from Landlord that the same is due,
- (b) Tenant fails to perform or observe any other term or condition contained in this Lease and such failure is not cured within thirty (30) days after written notice from Landlord, or
- (c) Tenant shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of Tenant's property for the benefit of creditors,

Then Landlord shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Lot, to declare the Term of this Lease ended, and remove Tenant's effects, without prejudice to any remedies which might be otherwise used for arrears of Rent or other default. If Tenant shall default after reasonable notice thereof in the observance or performance of any conditions or covenants on Tenant's part to be performed or observed by virtue of any of the provisions of this Lease, Landlord without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of Tenant. If Landlord makes any expenditures or incurs any obligations for the payment of money in connection with Tenant's default, including but not limited to, reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred shall be paid to Landlord by Tenant as additional rent.

Without limiting any of Landlord's rights and remedies hereunder, and in addition to all other amounts Tenant is otherwise obligated to pay, it is expressly agreed that Landlord shall be entitled to recover from Tenant all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in enforcing this Lease from and after

Tenant's default. In the event of the termination of this Lease, Tenant shall not be entitled to a refund of any installment of Rent paid pursuant to this Lease.

11. Miscellaneous

11.1. All rights and remedies of Landlord and Tenant set forth herein are in addition to all other rights and remedies available at law or in equity. All rights and remedies available hereunder or at law or in equity are expressly declared to be cumulative. The exercise by Landlord or Tenant of any such right or remedy shall not prevent the concurrent exercise of any other right or remedy hereunder or subsequent exercise of the same or any other right or remedy. No delay in the enforcement or exercise of any such right or remedy shall constitute a waiver of any default hereunder or of any of Landlord's or Tenant's rights or remedies in connection therewith. Neither Landlord nor Tenant shall be deemed to have waived any default hereunder unless such waiver is set forth in a written instrument. If Landlord or Tenant waives in writing any default, such waiver shall not be construed as a waiver of any covenant, condition or agreement set forth in this Lease except as to the specific circumstances described in such written waiver. Nothing contained in the Lease shall limit or prejudice the right of Landlord to prove and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved.

11.2. Notice to either party shall be in writing and shall be validly given when hand-delivered with return receipt provided or sent by courier or express services guaranteeing overnight delivery or by certified mail return receipt requested, addressed to the address set forth in this Lease for each party, or such other address or such person as either party may specify in writing from time to time. A copy of any notice hereunder shall be sent to the Landlord or Tenant shall also be sent in the same manner to:

Landlord

KP Law, P.C.  
101 Arch Street  
Boston, MA 02110  
Attn: Carolyn M. Murray, Esq.

Tenant

Law Offices of Bruce A. Bierhans, LLC  
540 Main St. Suite 17  
Hyannis, MA 02601  
Attn: Bruce Bierhans

11.3. If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

11.4. The provisions of this Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective successors and assigns, subject to the provisions hereof restricting assignment or subletting by Tenant.

11.5. As a material inducement for Landlord and Tenant to enter into this Lease, both Landlord and Tenant acknowledge and agree that this shall be construed as though the covenants herein between Landlord and Tenant are completely independent and not dependent and Tenant hereby expressly waives the benefit of any currently existing or hereinafter enacted statute or caselaw to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the Rent or other amounts owing hereunder against Landlord or terminate this Lease as a result of Landlord's failure to perform or refraining from performing any covenant or obligation of Landlord hereunder.

11.6. Whenever Tenant requests Landlord to give any consent required under this Lease, Tenant shall reimburse Landlord for Landlord's documented, reasonable out of pocket costs to third parties incurred in reviewing the proposed action for which Tenant is requesting Landlord's consent, including without limitation reasonable attorneys' fees, within thirty (30) days after Landlord's delivery to Tenant of a statement of such costs. Notwithstanding the foregoing, Tenant may at any time request a statement from Landlord of Landlord's estimate of such costs incurred to date, along with an estimate of the remaining costs to completion, and although such statement and estimate shall not be binding on Landlord, Landlord shall use good faith efforts to be accurate. Tenant may at anytime notify Landlord that Tenant rescinds the request for consent, in which event Landlord shall immediately cease incurring review costs. Tenant will be obligated to make such reimbursement for review costs without regard to whether Landlord consents to any such proposed action.

11.7. This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

11.8. This Lease constitutes the entire agreement between the parties, superseding all prior oral and written communications between the parties, and shall be governed in all respects by the laws of the Commonwealth of Massachusetts. When required by the context of this Lease the singular shall include the plural, and vice versa, and each of the masculine, feminine and neuter genders shall include each of the others.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease under seal as of the day and year first above written.

TOWN OF WELLFLEET,  
By Its Board of Selectmen

BEACHSIDE MANAGEMENT, LLC

\_\_\_\_\_  
Justina Carlson

By: \_\_\_\_\_  
Todd E. Le Bart, Manager

\_\_\_\_\_  
Janet Reinhart

\_\_\_\_\_  
Kathleen Bacon

\_\_\_\_\_  
Jerry Houk

\_\_\_\_\_  
Helen Miranda Wilson



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
June 12, 2018

VI

### BUSINESS – I. Baker Field Restrooms

<b>REQUESTED BY:</b>	<b>TA</b>
<b>DESIRED ACTION:</b>	<b>Take no action</b>
<b>PROPOSED MOTION:</b>	<b>I move to take no action with regard to approving a portable restroom contract at Baker Field recreational area.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



# TOWN OF WELFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667  
Tel (508) 349-0300 Fax (508) 349-0305  
[www.wellfleetma.org](http://www.wellfleetma.org)

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## MEMORANDUM

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To: Wellfleet Selectboard  
From: Dan Hoort, Town Administrator  
Subject: Baker Field Restrooms  
Date: June 7, 2018

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During the 2013 Annual Town Meeting in article 24 voters authorized \$324,000 to **“fund construction of public restrooms at Baker’s Field...”**.

When I arrived here in 2016 we were talking about a \$1.7M building at the location. That was abandoned as too expensive for a seasonal building.

At the 2017 Annual Town Meeting, article 24 authorized **“the re-purposing and appropriation of unexpended bond proceeds in the amount of \$209,836 previously authorized under Article 24 of the 2013 Annual Town Meeting for upgrading the Baker Field restrooms”**. Of that amount \$120,000 was for bathrooms and upgraded tight tank. The balance of \$89,836 was for building repairs and site improvements. As it currently stands we have \$120,000 from the 2017 ATM article and \$114,164 left from the 2013 ATM article. \$234,164 left for bathrooms and we are no closer to a solution.

Because of the high water table at the Baker Field recreation area underground sewage solutions are very limited. A possible solution was to continue to use portable restrooms, but to upgrade them into a nicer facility, one which included a changing area for families. After sending out an RFP as Town Administrator I was ready to ask you to approve the contract for the improved upgraded portable restrooms. However, I can’t, in good conscience, recommend a rental contract for 24 weeks at a cost of \$37,372. I inquired as to the cost if we purchased the unit and it would be in the area of \$85k to \$90k. The RFP was not sent out for a purchase so I’m unable to purchase the unit if that’s the route we decided to take.

The solution really should involve the septic/bathroom issues for the entire Marina/Mayo Beach/Baker Field area, but I’m fully aware that is going to be an expensive proposition.

I’m not recommending we approve the attached quote from United Rentals. We need at least another year to come up with a solution for the Baker Field recreation area and the entire area including the Marina and Pier.

Dan Hoort

From: Bryan Moravec <bmoravec@ur.com>  
Sent: Tuesday, May 15, 2018 9:57 AM  
To: Dan Hoort  
Subject: RE: Price Quote Request - Commonwealth of Mass Statewide Contract FAC97

Hi Dan,

See below for revised quote dates



DBA Reliable Onsite Services  
800-451-7243  
1080 LOWNIS ROAD  
PLANTINGTON CT 06106  
585-657-1010



RENTAL QUOTE

# 153781037

Customer # : 1141949  
Quote Date : 05/17/18  
Estimated Out : 05/01/18 08:00 AM  
Estimated In : 11/04/18 08:00 AM  
CR Job Loc : TBD  
CR Job # : 26  
Customer Job ID: :  
P.O. # :  
Ordered By : DAN HOORT  
Written By : BRYAN MORAVEC  
Salesperson :

Job Site Address  
ADA RESTROOM TRAILER  
1175 GROSS HILL RD  
N:GROSS HILL RD&OCEAN VIEW DR  
WELLFLEET MA 02667  
Office: 508-349-7810 Cell: 508-349-0349

COMMONWEALTH OF MASSACHUSETTS  
1 RABBIT HILL ROAD  
DEPT OF FISH & GAME  
WESTBOROUGH MA 01581

This is not an invoice  
Please do not pay from this document

ITEM #	DESCRIPTION	UNIT	PRICE	QTY	AMOUNT
1	ADA RESTROOM TRAILER - 2 STATION - \$1500 rental price per month with 6 month min rental. price includes set up and start up kit. Supplies: TP/Paper towels/ Foaming Hand Soap Bl. 4/26 BK 11/6 2018	MONTH	1500.00	1	1500.00
4	1000 GALLON WASTE HOLDING TANK 1000 gallon external waste holding tank 1 qty 4 - external 1000 gallon tanks - monthly rental	MONTH	136.00	1	136.00
Subtotal:					1636.00
TAXES/FEES/CHARGES:					
1	DELIVERY RENTAL CONTRACT Delivery, setup, maintenance training	[DELIVERY/MON]	930.000	EACH	930.00
1	PICKUP RENTAL CONTRACT Pick up, tear down, final cleanup	[PICKUP/MON]	930.000	EACH	930.00
2	ASSEMBLY/DISMANTLE LABOR 1. Watchdog door lock with timer / power supply / emergency exit button / install - One time charge - not typically option the doors can be locked with key also - customer in charge of program/maintain	[2] LABOR/MON	1050.000	EACH	2,100.00
1	ASSEMBLY/DISMANTLE LABOR Install new baby changing station towel	[2] LABOR/MON	350.000	EACH	350.00
1	ASSEMBLY/DISMANTLE LABOR Install qty 4 1000 gallon holding tanks link together to make 1000 gallon total	[2] LABOR/MON	575.000	EACH	575.00
Subtotal:					3,955.00
TAXES/FEES/CHARGES:					
Contract: BRIAN CARLSON CELL: 508-349-0349					
TO SCHEDULE RENTMENT FOR PICKUP, CALL 800-724-4125 WE ARE AVAILABLE 24/7 TO SERVICE YOU WITH A CONFIRMATION * IN ORDER TO CLOSE THIS CONTRACT					

This proposal may be withdrawn first account within 30 days. The above referenced Rental Protection Plan, environmental, and fee charges are estimates and are subject to change.  
THIS IS NOT A RENTAL AGREEMENT. THE RENTAL OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND  
CONDITIONS OF UNITED'S RENTAL AGREEMENT, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS.  
Page: 1



## BOARD OF SELECTMEN

### AGENDA ACTION REQUEST

June 12, 2018

# 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](http://www.wellfleetma.org)

To: Board of Selectmen  
From: Dan Hoort, Town Administrator  
Subject: Town Administrator's Report  
Date: June 9, 2018

This report is for the period May 19, 2018 through June 9, 2018.

#### 1. General

- Prepared lease for Cahoon Hollow parking lot.
- Executed contract for waste and single stream recycling.
- Working with Eversource and National Park Service for installation of electric vehicle charging stations.

#### 2. Fiscal Matters

- FY 2020 CIP plan delivered to Finance Committee

#### 3. Meetings

- May 21 – Meet Herring River representatives
- May 21 – Meeting in Provincetown with Provincetown, Truro, Chatham and Orleans representatives to discuss Seashore Advisory Committee
- May 21 – Meeting with selected bidder for Cahoon Hollow lease
- May 22 – KP-Law, Energy Cte representatives to discuss contract for solar array
- May 22 – Board of Selectmen meeting
- May 23 – Brian Carlstrom, Cape Cod National Seashore Superintendent
- May 28 – Memorial Day Holiday
- May 30 – Breakfast with Truro Town Manager
- May 31 – Conference call for EV charging stations
- June 4 – Open Space Committee Chair
- June 6 – Staff Parking Task Force
- June 7 – Cemetery Commission member regarding mowing

#### 4. Complaints.

- Complaint about driveway on private road (Town is not involved)

#### 5. Miscellaneous.

- Question about adding private road for plowing
- Open Meeting Law training being planned for September

#### 6. Personnel Matters:

Reorganization of Town Hall staff process



[illegible]



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
June 12, 2018

IX

# CORRESPONDENCE AND VACANCY REPORT

Date: June 8, 2018  
To: Board of Selectmen  
From: Jeanne Maclauchlan  
Re: Vacancies on Town Boards

### **Board of Water Commissioners:**

Vacant Positions	Appointing Authority	Length of Term
1 Position	Board of Selectmen	3 years
Requesting Appointment: <b>Two application on file</b>		

### **Building and Needs Assessment Committee (5 Members)**

Vacant Positions	Appointing Authority	Length of Term
2 Positions	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: <b>One application on file</b>		

### **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		

### **Community Preservation Committee (9 Members)**

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

### **Council on Aging Committee (At least 11 Members)**

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



# BOARD OF SELECTMEN

## AGENDA ACTION REQUEST

June 12, 2018

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Requesting Appointment: No applications on file

### **Cultural Council** (no more than 15 members)

Vacant Positions	Appointing Authority	Length of Term
5 positions	Board of Selectmen	3 years
Requesting Appointment: <b>One application on file</b>		

### **Energy Committee** (11 members total)

Vacant Positions	Appointing Authority	Length of Term
<b>1 BOS Rep</b>	Board of Selectmen	BOS Term
Requesting Appointment: No applications on file		

### **Finance Committee** (9 members, 2 alternate)

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

### **Herring Warden** (1 Warden, 1 Assistant Warden)

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

### **Local Housing Partnership** (5 Community Members)

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

### **Open Space Committee** (7 Members)

Vacant Positions	Appointing Authority	Length of Term
2 Positions	Board of Selectmen	1 year
Requesting Appointment: <b>One application on file</b>		

### **Personnel Board** (4 members + TA + FinCom Rep)

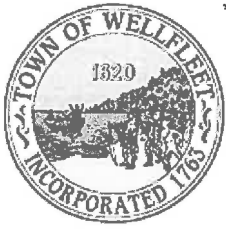
Vacant Positions	Appointing Authority	Length of Term
1 Position	Board of Selectmen	3 years
Requesting Appointment: No applications on file		

### **Planning Board** (7 members)

Vacant Positions	Appointing Authority	Length of Term
2 Position	Board of Selectmen	5 years
Requesting Appointment: No applications on file		

### **Zoning Board of Appeals** (5 Members, 4 Alternates)

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



# BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
June 12, 2018

X

## MINUTES

<b>REQUESTED BY:</b>	<b>Executive Assistant</b>
<b>DESIRED ACTION:</b>	<b>Approval of meeting minutes from 5.22.18</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the minutes of 5.22.18 as amended.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

# DRAFT

## **Wellfleet Select Board Meeting Tuesday, May 22, 2018, at 6:00 p.m. Wellfleet Senior Center, 715 Old Kings HighwayXXX**

**Select Board Members Present:** Chair Janet Reinhart; Kathleen Bacon, Justina Carlson, Jerry Houk, Helen Miranda Wilson

**Also Present:** Town Administrator Dan Hoort

Chair Janet Reinhart called the meeting to order at 6:00 p.m. and said there was a need to recess into Executive Session.

Reinhart moved to enter into Executive Session, pursuant to G.L. c. 30A, §21(a)(3), to discuss strategy with respect to litigation that may have a detrimental effect if in an open meeting on the matter of Cumberland Farms, Inc. v. Dennis Murphy, et al. as the Board of Selectmen, Land Court C.A. No. 17 MISC 000247 (KCL). Houk, Wilson, Reinhart, Bacon and Carlson each said *yes*, and the Select Board suspended the regular meeting.

The Select Board returned to open session and resumed the meeting at 7:04 p.m.

### **ANNOUNCEMENTS, OPEN SESSION AND PUBLIC COMMENT**

Members of the Select Board and the public made the following announcements:

- Jerry Houk said the Wellfleet Alzheimer's Association's Art Auction would take place on June 3<sup>rd</sup> at the Well.
- Dan Hoort invited everyone to an Open House in honor of Marianne Nickerson on June 1<sup>st</sup>.
- Police Chief Ronald Fisette said the Memorial Day Service is scheduled for Monday at 9 a.m.
- Chief Fisette announced that there would be a DOT meeting dealing with the Main St.-Rte. 6 intersection on June 14 at the COA
- Energy Committee Chair Dick Elkin gave information about the solar panels at the Landfill
- Dick Elkin said the Cape Compact picks up and recycles refrigerators and freezers free of charge.
- Elkin said there is a recycling drop-off planned for old dehumidifiers on June 16. He commented on the savings made by the Cape Compact, and announced a repeat presentation on solar panels on private residences, on June 29.
- Harriet Korim Arnoldi sought volunteers for the **annual** "Yard Sale at the Dump"
- Nancy Civetta announced a presentation at the Historical Museum on the shellfishing industry.

## PUBLIC HEARINGS

### Application for Underground Fuel Storage License

Town Counsel Gregg Corbo reviewed application history of Cumberland Farms at 2586 State Highway. Approval for a license was denied last year at a public hearing, and the case was brought into litigation, which has now been settled. Mr. Corbo said Cumberland Farms will purchase the Wave property across Rte. 6, remove the **fuel tanks, gas dispensers, and canopy, and will “restore the soils” on the property.** ~~restore the ground~~ They will put into place a deed restriction that the property will never again be used for **dispensing gas or underground fuel storage. In exchange,** Cumberland Farms will be allowed to proceed with their plans **for installing fuels tanks at 2586 State Highway.** Kathleen Bacon thanked the owners of the Wave for their cooperation.

Attorney Jamie Veara represented Cumberland Farms **who own the property** at 2586 State Highway, in their request for an underground fuel storage license at that location. Attorney Veara reviewed **again** the fuel capacity, **the type of fuel,** the number of pumps, and safety features, including monitoring features that include new technology. Wilson asked whether ~~technology~~ **the proposed infrastructure** surpasses **what is required by** current regulations. Attorney Veara turned the discussion over to William Baird, President of WEB Engineering Associates, who answered the question on tank requirements **and provided additional information..** He displayed and explained a draft plan for the tanks and dispensers at 2586 State Highway. Mr. Baird said a third party monitors the alarm system **24/7, through the internet. The alarm would also also go off in the store.** He said **some elements of** the doubled-walled tanks, **sumps, pipes,** and fill caps exceed present requirements. **He went into great detail as to how the fuel system is set up and how it functions.** Harriet Korim Arnoldi asked if there were any records of failure. And whether the **fuel** transport trucks have **also increased their safty technology.** Mr. Baird said the proposed brine system design is too new for there to be any data. He **provided details about the fuel trucks, including** the double poppet safety feature in their hoses.

Houk asked Attorney Veara about timelines for Cumberland’s construction and for dismantling the Wave. Mr. Veara projected a time after Labor Day. Attorney Corbo clarified that the Wave tanks **and other fuel-related infrastructure** must be removed before Cumberland’s tanks could be installed. Wilson asked whether the mature linden trees on the south side of the property **could be saved, given their ability to provide shade and remove carbon dioxide fom the air.** Mr. Veara said they could not be saved. Peter Stewart asked about notification to the Fire Department if an alarm goes off. Harriet Korim Arnoldi asked about the vegetation plan and about charging stations. Attorney Veara said there was an area in the rear portion of the property that will be landscaped with trees. Cumberland Farms is considering charging stations at all sites, Mr. Veara said.

**I move to ratify and confirm approve an underground fuel storage license for Cumberland Farms, Inc., at 2586 State Highway/Route 6, Wellfleet, MA 02667, subject to the terms of the settlement agreement which is hereby approved.**

**Motion: Bacon**

**Second: Wilson**

**5-0-0. Motion carries.**

**One Day Beer and Wine License**

Holly LeBart requested a one-day beer and wine license for the “Live for Lou” event to be held June 3, 2018 from 1 to 6 p.m. and a use of Town property for the event.

**I move to approve the one-day beer and wine license for “Live for Lou” on June 3, 2018.**

**Motion: Houk**

**Second: Wilson**

**5-0-0. Motion carries.**

**I move to approve the use of the Memorial Garden on Main Street on June 3, 2018 from 3 to 6 p.m. with the event fee waived.**

**Motion: Wilson**

**Second: Bacon**

**5-0-0. Motion carries.**

**Shellfish Policies and Regulations**

Shellfish Warden Nancy Civetta presented three proposed amendments to the *Shellfish Policies and Regulations*: 1) to delete shellfish regulation Section 4.3.2, 2) to correct the Table of Contents accordingly, and 3) to amend Sections 6.6 and 7.17 to read: Transfer of Oysters to Wholesale Dealers' Trucks during Vibrio Control Season.

**I move to approve the three amendments to the *Shellfish Policies and Regulations*: 1) to delete shellfish regulation Section 4.3.2, 2) to correct the Table of Contents accordingly, and 3) to amend Sections 6.6 and 7.17 to read: Transfer of Oysters to Wholesale Dealers' Trucks During Vibrio Control Season. All such transfers shall be done according to CMR (<https://www.mass.gov/reuglations/105-CMR-50000-good-manufacturing-practices-for-food>) and the variance granted to the Town by the MDPH/BEH for the years 2018-2020, as authorized on May 1, 2018. A copy of this variance is available to the public on the Town's Shellfish Department website (<http://www.wellfleet-ma-gov/sites.wellfleetma/file/filedph-wellfleet-pier-variance-2018-2020.pdf>).**

**Motion: Wilson**

**Second: Bacon**

**5-0-0. Motion carries.**

**Shellfish Grant**

Allison Gray requested an extension to the existing, approved grant for James and Allison Gray.

**I move to amend the previously approved shellfish grant extension #7312-EXT of James Gray and Allison Gray to include an additional area to the west and south of their existing grant #7312, as per maps provided, and approve this unified grant extension as #7312-EXT.**

**Motion: Wilson**

**Second: Bacon**

**5-0-0. Motion carries.**

**LICENSES****Common Victualler**

The Board requested that the applicant for Bol Organic Acai Bowls appear at another meeting to discuss obtaining a common victualler's licenses at the new location.

**APPOINTMENTS/REAPPOINTMENTS**

### **Police Officers Reappointments**

Chief of Police Ronald Fisette requested the appointments of Special Police Officers, reappointments of Full-time Officers and the reappointment of Special Police Officer, Department Chaplain Paul Cullity.

**I move to approve the reappointments of the Full-time Officers: Laecio De Oliveira, Mark Braun, Nicholas Daley, Edward Garneau, and Jeremiah Valli for a term beginning July 1, 2018 and ending June 30, 2019; the reappointments of the Special Police Officers: Scott Higgins, Desmond Keogh, Marc Spigel, John Szucs, and Kyle Kochanowicz for a term beginning July 1, 2018 and ending June 30, 2019; and the reappointment of Special Police Officer, Department Chaplain Paul Cullity for a term beginning July 1, 2018 and ending June 30, 2019.**

**Motion: Bacon**

**Second: Wilson**

**5-0-0. Motion carries.**

### **BOARDS AND COMMITTEES REAPPOINTMENTS**

#### **Board of Water Commissioners**

Wilson said the Board of Water Commissioners had asked for more time to reorganize before making an appointment. There also had been an additional application. The Select Board postponed the decision.

#### **Reappointments**

The Select Board examined the list of names, provided by the Principal Clerk, for reappointment approvals.

**I move to approve the reappointment of the Board and Committee members as listed in the Principal Clerk's records presented to the Select Board as printed.**

**Motion: Bacon**

**Second: Wilson**

**5-0-0. Motion carries.**

*Suddenly taken ill, Justina Carlson left the meeting.*

#### **Appointments to Shellfish Advisory Board**

There were four applicants for the Shellfish Advisory Board present to discuss their interest in becoming an alternate member of the Shellfish Advisory Board. Chip Benton, Mike Kubiak, David Seitler and Todd Spencer each came forward to discuss their applications. Shellfish Advisory Board Chair Barbara Austin said there are vacancies expected, so those not chosen will have another chance. There are also other committees that have vacancies that might interest them.

**I move to approve Dave Seitler as an alternate member to the Shellfish Advisory Board for a three year-term to expire on June 30, 2021.**

**Motion: Wilson**

**Second: There was no second**

**I move to approve Michael Kubiak as an alternate member to the Shellfish Advisory Board for a three year-term to expire on June 30, 2021.**

**Motion: Bacon**

**Second: There was no second.**



**I move to approve Chip Benton as an alternate member to the Shellfish Advisory Board for a three year-term to expire on June 30, 2021.**

**Motion: Houk**

**Second: There was no second**

Wilson asked the applicants about their computer and writing skills. Brett Morse urged the Select Board to reconsider Dave Seitler.

**I move to approve Dave Seitler as an alternate member to the Shellfish Advisory Board for a three year-term to expire on June 30, 2021.**

**Motion: Wilson**

**Second: Houk**

**4-0-0. Motion carries.**

## **USE OF TOWN PROPERTY**

### **Sacred Surf School**

**I move to postpone Zach Pawa's request for use of Town property until he was present to explain it.**

**Motion: Bacon**

**Second: Wilson**

**4-0-0. Motion carries.**

### **Harbor Stage Company**

Brenda Withers requested use by the Harbor Stage Company of the Town Landing at Mayo Beach on July 30, 2018 from 3-8 p.m. Wilson had concerns about shellfishing truck access.

**I move to approve the request by the Harbor Stage Company for use the Town Landing at Mayo Beach on July 30, 2018 from 3-8 p.m.**

**Motion: Bacon**

**Second: Wilson**

**4-0-0. Motion carries.**

### **VB T Bicycling Vacations**

This request was postponed since no one was present from VB T Bicycling Vacations to explain the plan.

### **Elaine Harman**

Elaine Hartman had withdrawn her request for use of Town property.

### **New England Endurance Events**

Kathleen Walker from New England Endurance Events request use of Mayo Beach, Gull Pond, Great Pond, and Long Pond on June 22, 2019 from 8:30 a.m. till noon. She said they have met with the Conservation Commission, Fire and, Police Departments and the National Seashore.

**I move to approve the New England Events request use of Mayo Beach, Gull Pond, Great Pond, and Long Pond on June 22, 2019 from 7:30 a.m. till noon subject to conditions, if any, for a fee of \$500. Wilson seconded, and the motion carried 4-0.**

**Motion: Bacon**

**Second: Wilson**

**4-0-0. Motion carries.**

### **"Yard Sale at the Dump"**

Harriet Korim Arnoldi requested use of the Transfer Station for **the annual** yard sale at the dump **which benefits environmental scholarships for students**, on May 26, 2018 from 8 a.m. to 3 p.m.

I move to approve use of the Transfer Station for the “Yard Sale at the Dump” on May 26, 2018 from 8 a.m. to 3 p.m. subject to the conditions on the back of the application, with the fee being waived.

**Motion: Bacon**

**Second: Wilson**

**4-0-0. Motion carries.**

## **BUSINESS**

### **Approval of Habitat for Humanity LIP Application and Letter of Support**

Cape Cod Habitat for Humanity Director Vicki Goldsmith, Elaine McIlroy and Gary Sorkin came forward to explain Habitat for Humanity’s Local Initiative Program (LIP) Application for Old King’s Highway Community Housing. Ms. Goldsmith requested a letter of support to the Department of Housing and Community Development from the Select Board.

**I move to approve Habitat’s LIP Application and Letter of Support for the Old King’s Highway Community Housing, to support the waiver of the Department of Housing and Community Development land appraisal process, and authorize the chair to sign the letter of support.**

**Motion: Bacon**

**Second: Wilson**

**4-0-0. Motion carries.**

### **Atlantic Medicinal Partners Update**

Attorney Valerio Romano, attorney for the Atlantic Medicinal Partners (AMP), founders Greg Ciera and Stephen Perkins, applicants for a medical marijuana **dispensary** license, reported that they had received their **provisional certificate of registration** provisional license **from the DPH** for a medical marijuana dispensary located in Wellfleet. Attorney Romano said they had presented more information about their project at a public hearing on June 18, 2018 here at the Senior Center and were pleased with the meeting, where they presented a rendering of the building they have planned at the Rte. 6 location.

Reinhart reviewed the legalities of the new business and **reminded the public of the by-right legality of the dispensary’s siting in the Town’s Medical Marijuana Overlay District which was established after the Planning Board hearings and approval by Town Meeting a few years ago. And that AMP will still have to go through the local regulatory permitting processes.** She mentioned that VR’s, **an abutter**, is working with AMP on access, **and is generally in favor of it.** Wilson commented on the recent public hearing and discussed the **benefits of having competing** marijuana establishments **in other towns.** Houk said he is not as concerned about the traffic as he had been. Berta Bruinooge asked for a clarification of the provisional license that AMP has received. **Valerio clarified their current status.** Tom Cole, **speaking as a South Wellfleet resident**, expressed his concerns about traffic at the Old Wharf Rd. intersection with Route 6 **and asked about the new construction in relation to what is already there – the foundation, etc..** Valerio said that their building would have the

same size footprint but that the site would be otherwise reconfigured. Houk and AMP brought up the fact that the State requires the product be tested before it goes on the market, no matter who grows it.

**“Town Collector Marianne Nickerson Day in the Town of Wellfleet”**

The Town Administrator requested that the Select Board approve proclamation of June 1, 2018 as “Town Collector Marianne Nickerson Day in the Town of Wellfleet” in honor of her retirement after 42 years of service to the Town. There will be an all-day open house at Town Hall, and everyone in Wellfleet is invited.

**I move to proclaim June 1, 2018 “Town Collector Marianne Nickerson Day in the Town of Wellfleet” in honor of her retirement after forty-two years of service to the Town of Wellfleet.**

**Motion: Bacon**

**Second: Wilson**

**4-0-0. Motion carries.**

**Closing Kellers Corner**

Shellfish Constable Nancy Civetta explained her request to close Keller’s Corner to commercial quahog harvesting until August 15, 2018 and the usefulness of having this area managed as spawning habitat as well as a harvesting area.

**Wilson moved to close Keller’s Corner to quahog harvesting effective immediately through August 15, 2018.**

**Motion: Wilson**

**Second: Bacon**

**4-0-0. Motion carries.**

**TOWN ADMINISTRATOR’S REPORT**

Town Administrator Dan Hoort said there would be a staff parking task force. More people will join this after a preliminary report. Wilson requested information on a Recovery 349 meeting regarding the Navigator program. Hoort said he will be posting information on the Navigator on the Wellfleet Facebook page. Bacon asked about a meeting with Swap Shop representatives. Houk requested an update on the DPW director if an Executive Session was not needed. Houk also asked about retaining Brian Carlson for certain projects. Our new ATA does not yet have procurment certification. Hoort said that Brian Carlson does. Also Carlson is up to speed on the Local Comprehensive Plan because kept up with the he was in charge of it. He is being phased out although he is still researching grants for the Town. The cost effectiveness of this was discussed. Alice Boyd gets paid a percentage only when a grant is received. Hoort said that Carlson would be paid, whatever the outcome.

**CORRESPONDENCE AND VACANCY REPORT**

The Principal Clerk had submitted the Correspondence and Vacancy Report of May 18, 2018.

Wilson called attention to a letter from Ira Wood in support of having local mariuana dispensaries . Berta Bruinooge asked about a letter from Janet Lesniak, Executive Director of Preservation Hall. Ms. Bruinooge expressed displeasure about remarks made by Houk at a previous meeting.

### **TOPICS FOR FUTURE DISCUSSION**

Topics for future consideration included: Having a salt water ice machine at the marina; discussing a use-of-Town-land plan with department heads and committees; discussing the Marconi traffic light intersection with the DOT (Reinhart); having selffishing issues placed together on agendas; hsving reports from the various task forces for housing, dredging and parking (Wilson); and the parking area at Bank St. and Commercial St. (Bacon). Harriet Korim Arnoldi urged the Board to look at groupcarpool.com and consider carpooling options for Wellfleet.

### **MINUTES**

I move to approve the amended Select Board minutes of May 8, 2018.

**Motion: Wilson**

**Second: Bacon**

**4-0-0. Motion carries.**

### **ADJOURNMENT**

I move to adjourn.

**Motion: Bacon**

**Second: Wilson**

**4-0-0. Motion carries.**

The meeting was adjourned at 9:38 p.m.

Respectfully submitted,

Mary Rogers,  
Secretary

### **Public Records Material of 5/22/18**

1. Application for Underground Fuel Storage License for Cumberland Farms
2. One Day Beer and Wine License for "Live for Lou"
3. Amendments for Shellfish Regulations
4. Shellfish Grant Request for James and Allison Gray
5. Common Victualler application for Bol Organic Acai Bowls
6. Police Department Appointment papers
7. Appointment papers for Shellfish Advisory Board
8. Appoint papers for Board of Water Commissioners
9. Requests for Use of Town Property by Zach Pawa of the Sacred Surf School, the Memorial Garden for a "Live for Lou," the Harbor Stage Company, VBT Bicycling Vacations, Elaine Harman, New England Endurance Events, and "Yard Sale at the Dump."
10. Habitat for Humanity LIP Application and Letter of Support
11. Shellfish Warden's letter re: Keller's Corner dated 5/16/18
12. Town Administrator's report of 5/22/18
13. Correspondence & Vacancy Report of 5/18/18



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
June 12, 2018

XI

### ADJOURNMENT

<b>REQUESTED BY:</b>	BOS
<b>DESIRED ACTION:</b>	Adjournment
<b>PROPOSED MOTION:</b>	I move to adjourn.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):  
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____