



Wellfleet Selectboard

The Wellfleet Selectboard will hold a public meeting on **Tuesday, June 26, 2018, at 7:00 p.m. at the Wellfleet Senior Center, 715 Old Kings Highway, Wellfleet, MA 02667.** *It is anticipated that the meeting will be recorded by the Town. Anyone else desiring to record the meeting may do so only after notifying the chair and may not interfere with the conduct of the meeting in doing so.*

I. Announcements, Open Session and Public Comment

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

II. Licenses

A. Common Victualler

- 1) Kung Fu Dumplings

B. Food Truck

- 1) Kung Fu Dumplings

C. Beer and Wine – Mass Audubon (One-Day Beer and Wine License)

III. Appointments/Reappointments

A. Board of Water Commissioners - Tom Flynn - 3 years

B. Conservation Commission – Michael Fisher – 3 years

C. Wellfleet Police Department - Special Police Officers at NPS (July 1, 2018 – June 30, 2019) – Leslie Reynolds, Christopher Hartsgrrove, Christopher Anderson, W. Russell Hughes, Eric Trudeau, Meghan Farrell, Seth DiGiacomo, Kristy Pressey

IV. Use of Town Property

A. AIM Thrift Shop Art Sale (9th annual) - Saturday, July 28th

B. Wellfleet Chamber of Commerce – Annual Fourth of July Parade (July 4th, 8 am – 11 am)

V. Business

A. Approval of Community Preservation Agreements [Mary Rogers]

B. Energy Committee update, request for fall special town meeting and contract for solar array at capped landfill [Energy Committee]

C. Discussion of parking lot at Bank and Commercial Streets [TA]

D. Request Letter of Support or Non-opposition for Medical Marijuana Dispensary and Community Host Agreement for a Registered Marijuana Dispensary for Nature's Alternative, Inc. [TA]

E. Discussion of Herring River Restoration Liability and Approval of Herring River Restoration Project MOU between Wellfleet & Truro [TA]

F. Consultant Review [TA]

VI. Town Administrator's Report

VII. Topics for Future Discussion

VIII. Correspondence and Vacancy Report

IX. Minutes

X. Adjournment

RECEIVED
2018 JUN 22 A 10:06
TOWN CLERK
TOWN OF WELFLEET



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
June 26, 2018

II

LICENSES – A. Common Victualler

REQUESTED BY:	Kung Fu Dumplings
DESIRED ACTION:	Approve the common victualler business license for Kung Fu Dumplings
PROPOSED MOTION:	I move to approve the common victualler business license for King Fu Dumplings.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
June 26, 2018

II

LICENSES – B. Food Truck

REQUESTED BY:	Kung Fu Dumplings
DESIRED ACTION:	Approve the food truck business license for Kung Fu Dumplings
PROPOSED MOTION:	I move to approve the food truck business license for Kung Fu Dumplings.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



Town of Wellfleet
300 Main Street
Wellfleet, MA 02667
BUSINESS LICENSE APPLICATION

2018

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

Business Name/Map/Lot Kung Fu Dumplings 23/34
Mailing Address 418 Commercial Street
Town/State/Zip Provincetown, MA 02657
Business Street Address 2520 Route 6
Business Telephone No. [REDACTED] Cell [REDACTED] Federal ID Number [REDACTED]
Manager Stephen Rome E-Mail Address [REDACTED]

LICENSE TYPE:

Annual

► Seasonal

General
Charter Boat
► Common Victualler
Sunday Entertainment
Weekday Entertainment
► Food Truck

Class II
Class IV
Automatic Amusement
Taxi
Driver
Trash Hauler

Retail Food
► Food Service
Residential Kitchen
Catering
CMT
Bed & Breakfast

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

Title	Full Name	Home Address
Partner	Stephen Rome	6 Cabral Farm Road N Truro, MA 02652

Corporate or Trust Name Provincetown Pilgrim Properties, LLC
Corporate Mailing Address 418 Commercial Street Provincetown, MA 02657
Corporate Telephone [REDACTED]

PROVIDE THE FOLLOWING INFORMATION WITH RESPECT TO EACH LOCATION:

What will be the hours of operation?

11 am - 7 pm

Time(s) of Peak Customer Activity:

NA

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

NA

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

NA

What provisions have been made for trash, wastewater, potable water, electric and recycling? All recycling and trash will be taken care of by Nauset Disposal. Electric and potable water are at site location. Waste water will be disposed in the commissary kitchen located at 293 Commercial Street Provincetown, MA 02657.

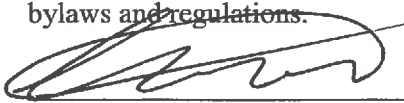
LIST THE LOCATIONS WHERE THE MOBILE FOOD VEHICLE WILL BE DEPLOYED AND ATTACH A SKETCH OF HOW THE VEHICLE WILL BE POSITIONED AND OTHER DETAILS OF THE AREA TO BE LICENSED.

(Please provide a sketch for each location on a separate piece of paper.)

Location(s)

2520 Route 6 Wellfleet, MA 02667

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)

Provincetown Pilgrim Properties, LLC

Corporate Name (Mandatory if Applicable)

Federal Identification No.



05/17/18
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

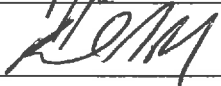


Date 6/5/18

Comment

OK

Fire

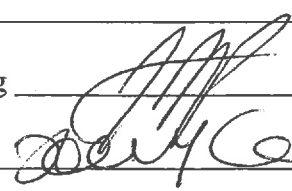


Date 6/13/18

Comment

OK

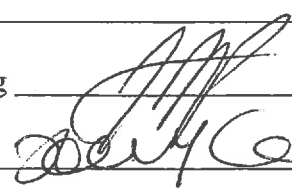
Tax



Date

Comment

Building



Date 6-18-18

Comment

OK

Health



Date 6/19/18

Comment

OK

Received

6/1/18

By (initials)

MM

Fee Received

300.00

Insurance

Date Issued

BOH # 3128

CV # 2065

FT # 18-05



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
June 26, 2018

II

LICENSES – C. Beer and Wine

REQUESTED BY:	Mass Audubon
DESIRED ACTION:	Approve a one-day beer and wine license for Mass Audubon
PROPOSED MOTION:	I move to approve a one-day beer and wine license for Mass Audubon Wellfleet Bay on July 19th, 2018 for a fee of \$100.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

TOWN OF WELLFLEET
APPLICATION FOR SPECIAL EVENT LIQUOR LICENSE

1. Applicant Mass Audubon Wellfleet Bay Wild Life Sanctuary Affiliation Non profit

Address P.O. Box 236, South Wellfleet MA 02663 Telephone 508-694-3608

2. Type of License All Alcohol (\$150.00/day) _____ Beer and Wine (\$100.00/day) \$100.00

3. Type of Activity Being Conducted Fundraising Gala

4. Date July 19, 2018 Hours of Service 6-10 pm

5. Description of Premises Large tent erected on premise of Wild life Sanctuary

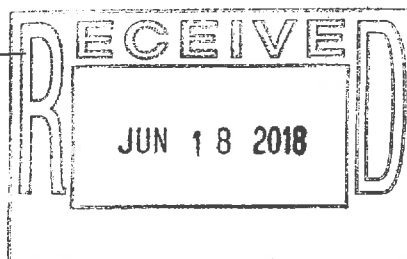
6. Name, Address, Telephone of Designated Manager (person responsible for activity)

Sheila Hoogeboom, Wellfleet Bay Wildlife Sanctuary, Po Box 236
South Wellfleet MA 02663 508-694-3608

7. If activity involves food service, please describe fully (i.e. raw shellfish, heated casseroles, bakery goods, etc.)

Food Served by local Restaurants including but not limited
to: Catch of The Day, Mac's Seafood, Windows Tavern, C Shore,
Wellfleet Market, Ceraldi, Chequesset Chocolate
Chopper's Choice Oysters, Lewis Brothers, Kayak Cookies,
Spinnaker.

Sheila Hoogeboom
Applicant's signature



Fee: 100.00

Processing Fee \$50.00

paid

Police Department Phone ok 6/19

Comments/Conditions _____

Fire Department Phone ok 6/19

Comments/Conditions _____

DPW Department Paul Lally
Comments/Conditions OK 6/21/18

Other _____

Comments/Conditions _____

Building Department _____

Comments/Conditions _____

Health Department [Signature]
Comments/Conditions _____

Town Administrator Daniel B. Hoort

Comments/Conditions _____

Other _____

Comments/Conditions _____

6/18/18
Date Received

BIGS 91 MUL
150.00 paid
Fee

Date Issued



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
June 26, 2018

III

APPOINTMENTS – A. Board of Water Commissioners

REQUESTED BY:	Tom Flynn
DESIRED ACTION:	Appoint Tom Flynn to the BWC for a 3-year term
PROPOSED MOTION:	I move to appoint Tom Flynn to the Board of Water Commissioners to serve for a three-year term ending June 30 th , 2021.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	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 Tom Flynn Date 21 May 2018

Mailing Address PO Box 1124
Wellfleet MA 02667

Phone (Home) 508 214 0154 (cell) 315 391 3045

E-mail TPFlynn40@GMail.com

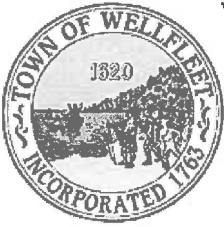
☐ Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: Previous Water Board, Worked

for Syracuse Water Dept, Ret Senior Proj.
Eng

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

RECEIVED
MAY 21 2018

☐ Committees/Boards of Interest: 1) Water Comm.
2) _____
3) _____



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
June 26, 2018

III

APPOINTMENTS – B. Conservation Commission

REQUESTED BY:	Michael Fisher
DESIRED ACTION:	Appoint Michael Fisher to the CC for a 3-year term
PROPOSED MOTION:	I move to appoint Michael Fisher to the Conservation Commission to serve for a three-year term starting July 1st, 2018 ending June 30th, 2021.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



TOWN OF WELLFLEET
APPLICATION FOR TOWN BOARDS & COMMITTEES MEMBERSHIP

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

FILL OUT THE FORM BELOW and mail it to:

Wellfleet Selectmen's Office, Town Hall, 300 Main Street, Wellfleet, MA 02667

☐ Name MICHAEL FISHER Date 6/6/18

Mailing Address Box 2075
WELLFLEET MA 02667

Phone (Home) 4407751728 (cell)

E-mail MH FISHER @ OBERLIN.EDU

☐ Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: I AM CURRENTLY A TRUSTEE OF THE

WELLFLEET CONSERVATION TRUST.

I MY WIFE'S FAMILY HAS LONG
TIES TO WELLFLEET. I HAVE BEEN A

PERMANENT, FULL-TIME WELLFLEET
RESIDENT FOR OVER TWO YEARS
☐ 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 WAS DEPARTMENT CHAIR TWICE
AT OBERLIN COLLEGE, I TAUGHT
HISTORY FOR 35 YEARS AT THE COLLEGE
AND UNIVERSITY LEVEL

☐ Committees/Boards of Interest: 1) CONSERVATION COMMISSION
2) _____
3) _____

JUN 11 2018



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
June 26, 2018

III

APPOINTMENTS – C. Police Department

REQUESTED BY:	Police Chief
DESIRED ACTION:	Appoint Special Police Officers at NPS
PROPOSED MOTION:	I move to appoint special police officers Leslie Reynolds, Christopher Hartsgrove, Christopher Anderson, W. Russell Hughes, Eric Trudeau, Meghan Farrell, Seth DiGiacomo, Kristy Pressey at the National Park Service from July 1st, 2018 through June 30th, 2019.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____

Town of Wellfleet
Police Department

June 1, 2018

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

Subject: SPECIAL POLICE OFFICERS APPOINTMENT / REAPPOINTMENT


Due to the large portion of Wellfleet being part of the National Park it is common for law enforcement personnel of the National Park Service assist us in different law enforcement ventures. This provides us the opportunity for co-jurisdiction and a valuable resource that has flourished over the past twenty plus years.

I request the following individuals be appointed / reappointed as a Special Police Officer:

Appointment Period: July 1, 2018 through June 30, 2019

Leslie Reynolds	Christopher Hartsgrrove	Christopher Anderson
W. Russell Hughes	Eric Trudeau	Meghan Farrell
Seth DiGiacomo	Kristy Pressey	

Respectfully submitted for your information and consideration.



Ronald L. Fisette,
Chief of Police

cc: Dan Hoort, Town Administrator
Joseph Powers, Town Clerk



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
June 26, 2018

IV

USE OF TOWN PROPERTY – A. AIM Thrift Shop

REQUESTED BY:	Lydia Vivante
DESIRED ACTION:	Approve the use of town property for AIM Thrift Shop
PROPOSED MOTION:	I move to approve the use of Town Property to AIM Thrift Shop's 9 th Annual Art Sale on July 28 th , 2018 subject to the conditions, if any, as listed on the application.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

18-23

TOWN OF WELLFLEET
300 MAIN STREET
WELLFLEET, MA 02667

Applicant Lydia Vivante

Affiliation or Group AIM Thrift Shop

Telephone Number 508 349 6619

Mailing Address PO Box 214

Email address vivantelydia@gmail.com

Wellfleet, MA 02667

Town Property to be used (include specific area) Town Hall driveway

(by Abiyoyo) SAT.

Date(s) and hours of use: July 28, 2018 from 8:30 - 10:30 AM RAIN DATE AUG 18

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.

9th Annual AIM ART SALE benefits health-
related organizations on the Outer Cape.
All volunteer run. No food. No bev. AIM is a
501 c3 non profit.

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

Request orange safety cones during 8AM drop
off and 11AM pickup

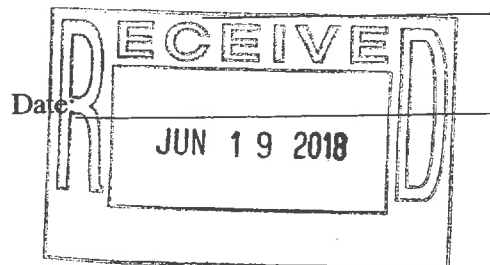
NOTE TO APPLICANTS: All applications must be accompanied by a non refundable \$50.00 processing fee. Applications must be received at least 30 days prior to the first event date to insure that all reviews can be completed prior to the event. This application is only for permission to use Town property. 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): _____



Processing Fee: \$50.00

Fee: _____

(over)

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

Health/Conservation Agent: Comments/Conditions: Permits/Inspections needed:	Inspector of Buildings: Comments/Conditions: Permits/Inspections needed:
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Police Department: Phone OK 6/19 Comments/Conditions:	Fire Department: Phone OK 6/19 Comments/Conditions:
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DPW: Paul Fridley Comments/Conditions OK 6/21/18 Please call for safety conss on Friday July 27	Community Services Director: Comments/Conditions:
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Harbormaster: Comments/Conditions	Shellfish: Comments/Conditions
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Recreation: Comments/Conditions	Town Administrator: Daniel R. Hoot Comments/Conditions
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BOARD OF SELECTMEN

AGENDA ACTION REQUEST

June 26, 2018

IV

USE OF TOWN PROPERTY – B. Chamber of Commerce

REQUESTED BY:	Lara Henry
DESIRED ACTION:	Approve the use of town property for the Annual 4 th of July Parade on Wednesday, July 4 th from 8 am to 11 am.
PROPOSED MOTION:	I move to approve the use of town property for the Annual 4 th of July Parade on Wednesday, July 4 th from 8 am to 11 am, subject to the conditions, if any, as listed on the application.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____

18-22

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

Applicant Lara Henry, Bob Morrill Affiliation or Group Wellfleet Chamber of Commerce
Telephone Number 508-349-2510 Mailing Address Box 571, Wellfleet MA 02667
Email address info@wellfleetchamber.com

Town Property to be used (include specific area): **The parade route starts at the TOW Pier, left on Howland Street, right on Main Street, right on East Commercial Street and straight on Commercial Street, ending at the Pier; the antique car portion follows the same route but starts from Mayo Beach. Additionally, Portapotties in the parking lot behind Town Hall to accommodate revelers for the event; they will be dropped up early morning on 7/4/18 and picked up the following day.**

Date(s) and hours of use: Wednesday, July 4th, 2018 - 8AM - 11AM

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.

Annual Fourth of July parade and antique car parade: The antique car portion leaves the Mayo Beach parking lot at 9:30AM, and the float parade starts from the Pier parking lot at 10AM; revelers begin lining up approximately one hour prior to start. We require those throwing candy or party favors to provide spotters for each side of their float, to protect small people from moving vehicles; we also ask floats not spray water or use hoses. We have participants register in advance, but also accept same day registration; volunteers from the WCC review the guidelines regarding spotters and speak with each float/participant prior to parade start.

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

Any and all services as recommended by the TOW Police, Fire and DPW Departments.

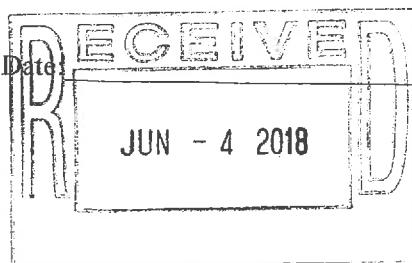
NOTE TO APPLICANTS: All applications must be accompanied by a non-refundable \$50.00 processing fee. Applications must be received at least 30 days prior to the first event date to insure that all reviews can be completed prior to the event. This application is only for permission to use Town property. 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):




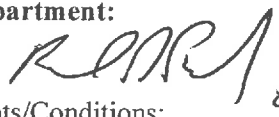
Processing Fee: \$50.00 *paid*

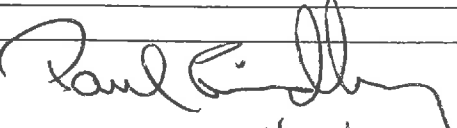
Fee: _____


(over)

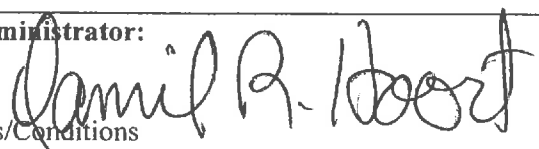
APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

Health/Conservation Agent: Comments/Conditions: Permits/Inspections needed:	Inspector of Buildings: Comments/Conditions: Permits/Inspections needed:
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Police Department:  Comments/Conditions: 6/5/18 OK	Fire Department:  Comments/Conditions: 6/6/18 OK
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DPW:  Comments/Conditions: 6/14/18 OK	Community Services Director: Comments/Conditions:
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Harbormaster:  Comments/Conditions: OK 6/15/18	Shellfish: Comments/Conditions:
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Recreation: Comments/Conditions:	Town Administrator:  Comments/Conditions: 0100 1 - 0011
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BOARD OF SELECTMEN

AGENDA ACTION REQUEST

June 26, 2018

V

BUSINESS – A. Community Preservation Agreements

REQUESTED BY:	Mary Rogers
DESIRED ACTION:	Approve the Community Preservation Agreements
PROPOSED MOTION:	<p>1) I move to approve the agreement with Wellfleet Preservation Hall, Inc. pertaining to the Wellfleet Preservation Hall Town Park as presented.</p> <p>2) I move to approve the agreement with Habitat for Humanity of Cape Cod, Inc. pertaining to building three affordable homes at 2254, 2260 and 2270 Old King's Highway, respectively, as presented.</p> <p>3) I move to approve the agreement with Habitat for Humanity of Cape Cod, Inc. pertaining to building three affordable homes at 2080 State Highway (Route 6), as presented.</p>
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____

WELLFLEET, MASSACHUSETTS
COMMUNITY PRESERVATION ACT
GRANT AGREEMENT FOR

Wellfleet Preservation Hall Town Park

This GRANT AGREEMENT (“Agreement”) is made on this 26th day of June, 2018, by and between the **Town of Wellfleet**, a municipal corporation duly organized under the laws of Massachusetts and having its usual place of business at Wellfleet Town Hall, 300 Main Street, Wellfleet, MA 02667, acting by and through its Board of Selectmen (the “Town”), and **Wellfleet Preservation Hall, Inc.**, having an address of 335 Main Street, Wellfleet, MA 02667 (the “Grantee”).

WITNESSETH:

WHEREAS, the Wellfleet Community Preservation Committee (the “CPC”) invited submission of proposals for grants of funds for purposes consistent with the Community Preservation Act, G.L. c. 44B (the “Act”); and

WHEREAS, the Grantee submitted a proposal in response thereto (the “Proposal”), and the CPC reviewed and approved the Proposal and recommended that Town Meeting vote to appropriate from the Community Preservation Fund the sum of Thirty-nine thousand dollars and no cents (\$39,000.00) to be used for the purpose of making improvements to the Town Park located behind Preservation Hall, 335 Main Street for use by the Grantee and the public (the “Project”); and

WHEREAS, the Wellfleet Town Meeting thereafter appropriated the funds recommended by the CPC for the Project and authorized the Town to enter into a grant agreement with the Grantee for the purposes set forth in the Proposal.

NOW THEREFORE, the Town and the Grantee agree as follows:

1. Funding. As recommended by the CPC under Article 23 of the April 23, 2018 Town Meeting, and as appropriated by said Town Meeting, the Town shall grant to the Grantee the sum of Thirty-nine thousand dollars (\$39,000) upon the condition that the Grantee shall use the Funds only for the purposes of the Project, as set forth more particularly in the Proposal and the documents attached thereto, and in accordance with the terms of this Grant Agreement.
2. Conditions. The Funds provided pursuant to Section 1 above are to be subject to the following terms and conditions:

- a) Work on the Project must commence within one (1) years from the Commencement Date. All work must be done within three (3) years from the Commencement Date (the “Completion Date”), unless the Town, acting through its Board of Selectmen grants an extension for good cause shown.
 - b) All work on the Project is done in accordance with the filing to the Wellfleet Conservation Commission.
 - c) Excess or unused Funds will be returned to the Community Preservation General Fund if the Project has not begun or the Project has not been completed as provided for in Section 2(a). This transfer will occur at the end of the then current fiscal year and will be verified for redistribution by the Department of Revenue. The Board of Selectmen may grant extensions of these terms for good cause shown, upon review at a public meeting.
 - d) The Grantee abides by the Management Agreement between the Town of Wellfleet and Wellfleet Preservation Hall, Inc., dated June 6, 2010, and the First Amendment to the Ground Lease for the operation of the grounds at the Wellfleet Preservation Hall property.
 - e) The Grantee shall seek the approval of, and work closely with, the Town in the implementation of the Project.
3. Contact. The Grantee shall identify in writing a contact person responsible for administration of the Project and a second person, authorized to act if the contact person is unavailable. Name, address, telephone number(s) and email address(es), if any shall be provided for both contact persons. As of the date of this Agreement, the Grantee contact shall be Janet Lesniak or Marla Rice. Upon execution of this Agreement, Grantee shall provide the additional information necessary for compliance with this paragraph.
4. Budget/Other Sources of Funding. Prior to the commencement of any work, the Grantee must submit a complete budget for the Project, including all final bids that account for: (a) the expenditure of all Funds awarded under this Grant Agreement, and (b) all other sources of funding necessary to complete the Project as described herein. Reimbursement for monies spent will not commence unless sufficient sources of funding have been secured to complete the Project, and the Project budget has been approved by the Town, which approval shall not be unreasonably withheld. If the Town determines that Funds have been spent on goods and/or services not included in the Project budget or otherwise not authorized under the Act, reimbursement may not be authorized, or if the Funds have already been provided pursuant to this Agreement, the Grantee shall reimburse the Town for any such unauthorized expenditure, said funds to be returned to the Community Preservation Fund.

5. Liability of the Town. The Town's liability hereunder shall be to make the payment specified in Section 1 of this Agreement, provided that the conditions set forth in Sections 2 and 10 are met, and the Town shall be under no further obligation and shall have no further liability. Nothing in this Grant Agreement shall be construed to render the Town or any elected or appointed official or employee of the Town, or their successors in office, personally liable for any obligation under this Agreement.
6. Indemnification. The Grantee shall indemnify, defend, and hold the Town and its departments, officers, employees, servants and agents harmless from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses, including attorneys' fees, arising out of or relating to the Grantee's performance of the Project, the condition of the Property, or the negligence or misconduct of the Grantee or the Grantee's agents or employees.
7. Inspections and Reports. The Grantee shall submit to the Town semi-annual progress reports, beginning thirty (30) days from the date this Agreement is signed, for as long as the Funds remain unexpended, and a final report, including digital photographs and other documents, to be provided within thirty (30) days of the Completion Date. All documents, including, but not limited to, photographs and videos, submitted to the Town shall become the property of the Town and shall be available for use by the Town and available to the public under the Massachusetts Public Records Law.
8. Project Application. The Grantee's Project application shall be subject to conditions that the Town may impose upon the award of the Grant, which shall be attached to the application. The Town reserves the right to review all final plans for compliance with CPA guidelines and for their concurrence as to the reasonableness of the scope of work items in order to accomplish the stated project goals.
9. Record Keeping. The Grantee agrees to keep, for a period of six (6) years after the Project is completed, such records with respect to the utilization of the Funds as are kept in the normal course of business and such additional records as may be required by the Town or the CPC. The Grantee further agrees to make these records available to the Town upon request.
10. Payments. The Town shall disburse an amount not to exceed 75% of the Grant Amount (or \$29,250) to Grantee for the cost of performing the Project, which disbursements shall be made no more than once a month and paid only upon the presentment of detailed invoices from Grantee or Grantee's contractor listing in detail the work performed and the cost thereof. The Town shall have the right to ask for supplementary information. Prior to any payment, the Town shall have the right to enter the Property to inspect the work. No payment shall be made until the Town reasonably determines that the work has been done in a good and workmanlike manner and substantially in compliance with this Agreement and

legal requirements applicable to the Work. The balance of the Grant Amount (or \$9,500) shall be paid when the Wellfleet Conservation Commission has issued its Certificate of Compliance. The entire cost of constructing the Project in excess of the Funds shall be paid by Grantee. Notwithstanding anything herein to the contrary, if the actual total cost of the Project is less than the Funds (the difference between the two amounts referred to hereinafter as the "Excess Grant Funds"), the Grantee shall repay the amount of the Excess Grant Funds to the Town to be returned to the Community Preservation Fund.

11. Successors and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. The Grantee shall not assign, subcontract or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town.
12. Termination. In the event the Grantee fails to fulfill all obligations under the terms of this Agreement, as determined by the Town, and such failure is not cured within forty-five (45) days after the Town has given written notice to the Grantee specifying such failure, the Town shall have the right, in its sole discretion, to terminate this Agreement upon written notice to the Grantee. Upon receipt of said termination notice, the Grantee shall cease to incur additional expenses in connection with this Agreement. Upon termination, the Town shall be free to pursue any rights or remedies provided within this Agreement, including without limitation, recapture of Funds as set forth in Section 13 below. Upon the expiration or earlier termination of this Grant Agreement, all rights and obligations of the parties hereunder shall expire and be of no further force and effect, except that the provisions of Sections 5, 6, 9, 12, 13, and 17 shall survive said expiration or earlier termination.
13. Return of Funds. In the event the Grantee fails to fulfill all obligations under the terms of this Agreement and this Agreement is terminated pursuant to Section 12, any Funds granted to the Grantee under this Agreement and not yet expended shall be returned forthwith to the Town without further expenditure thereof. If the Grantee fails to fulfill its obligations under the terms of this Agreement as a result of negligent or intentional acts or omissions of the Grantee, its agents, employees, contractors or invitees, the Grantee shall be liable to repay to the Town the entire amount of the Funds provided under this Agreement, and the Town may take such steps as are necessary, including legal action, to recover such Funds. Any Funds so returned or recovered shall be placed in the Town's Community Preservation Fund. In the event that the Town takes legal action under this Agreement, the Grantee shall pay any and all costs, including reasonable attorneys' fees, expended by the Town for the enforcement of this Agreement.
14. Compliance with Laws. The Grantee shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the Project, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required in connection with the Project.

No local permit or license is waived by the award of this Grant or by this Agreement.

15. Notice. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
16. Community Preservation Act Awareness. Upon completion of the Project, Gratee agrees to post, at a location mutually acceptable to the parties, a permanent sign stating that the Project was funded with Community Preservation Act monies. The Grantee shall also identify that the Project was funded through the Town of Wellfleet in its written materials about the Project, including press releases, brochures, and similar materials.
17. Severability. If any term or condition of this Grant Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Grantee submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the day and year first written above.

TOWN OF WELLFLEET,
By Its Board of Selectmen

GRANTEE
Wellfleet Preservation Hall, Inc.

Justina Carlson

By: _____
Name:
President

Kathleen Bacon

By: _____
Name:
Treasurer

Jerry Houk

Janet Reinhart

Helen Miranda Wilson

WELLFLEET, MASSACHUSETTS
COMMUNITY PRESERVATION ACT
GRANT AGREEMENT FOR

Habitat for Humanity of Cape Cod, Inc.

This GRANT AGREEMENT (“Agreement”) is made on this _____ day of _____, 2018, by and between the **Town of Wellfleet**, a municipal corporation duly organized under the laws of Massachusetts and having its usual place of business at Wellfleet Town Hall, 300 Main Street, Wellfleet, MA 02667, acting by and through its Board of Selectmen (the “Town”), and **Habitat for Humanity of Cape Cod, Inc.**, having an address of 411 Route 6A, Yarmouth Port, MA 02675 (the “Grantee” or “Habitat”).

WITNESSETH:

WHEREAS, the Wellfleet Community Preservation Committee (the “CPC”) invited submission of proposals for grants of funds for purposes consistent with the Community Preservation Act, G.L. c. 44B (the “Act”); and

WHEREAS, the Grantee submitted a proposal in response thereto (the “Proposal”), and the CPC reviewed and approved the Proposal and recommended that Town Meeting vote to appropriate from the Community Preservation Fund the sum of Two hundred forty thousand dollars and no cents (\$240,000.00) to be used for the purpose of constructing two (2) affordable homes at 2080 State Highway (Route 6) (the “Property”) for use by the Grantee (the “Project”); and

WHEREAS, the Wellfleet Town Meeting thereafter appropriated the funds recommended by the CPC for the Project and authorized the Town to enter into a grant agreement with the Grantee for the purposes set forth in the Proposal and to construct the Project.

NOW THEREFORE, the Town and the Grantee agree as follows:

1. Funding. As recommended by the CPC under Article 20 of the April 23, 2018 Town Meeting, and as appropriated by said Town Meeting, the Town shall grant to the Grantee the sum of Two hundred forty thousand dollars and no cents (\$240,000.00) (the “Funds”) upon the condition that the Grantee shall use the Funds only for the purposes of the Project, as set forth more particularly in the

Proposal and the documents attached thereto, and in accordance with the terms of this Grant Agreement.

2. Conditions. The Funds provided pursuant to Section 1 above are to be subject to the following terms and conditions:
 - a) Work on the Project must commence within three (3) years from the Commencement Date. The Commencement Date for purposes of this Agreement shall be the date of delivery of the deed to Habitat from the Town of Wellfleet for the Property. All work must be done within five (5) years from the Commencement Date (the "Completion Date"), unless the Town, acting through its Board of Selectmen, grants an extension for good cause shown.
 - b) Excess or unused Funds will be returned to the Community Preservation General Fund if the Project has not begun or the Project has not been completed as provided for in Section 2(a). This transfer will occur at the end of the then current fiscal year and will be verified for redistribution by the Department of Revenue. The Board of Selectmen may grant extensions of these terms for good cause shown, upon review at a public meeting.
 - c) The Grantee agrees to use the Funds solely for the creation of the affordable homes. The Grantee shall construct two (2) affordable housing residences on the Property and convey the same to households earning no more than eighty percent (80%) of the area median income for the Town, as determined by HUD (the "Area median Income"), at a price affordable to households earning no more than eighty percent (80%) of the Area Median Income, adjusted for household size. The Grantee shall enter into a Regulatory Agreement with the Department of Housing and Community Development ("DHCD") and the Town and record the same prior to the disbursement of any Funds, and shall convey the residences by deeds that shall include a deed rider, approved by DHCD and the Town, granting the Town permanent affordable housing restrictions on the residences and the Property meeting the requirements of G.L. c. 184, §§ 31-33, and substantially in the form of the deed rider attached hereto and incorporated herein, or in such other form acceptable to the Town and to DHCD under the Local Initiative Program ("LIP"), ensuring that the restrictions shall survive foreclosure and that the Property shall remain affordable in perpetuity and count toward the Town's Subsidized Housing Inventory. The restrictions shall be recorded immediately after the deeds to the eligible household, and prior to any mortgages or other liens that would interfere with the Town's exercise of its rights under the restrictions. All mortgages on the Property, if any, shall have been subordinated to the restrictions.
 - d) The Grantee shall seek the approval of, and work closely with, the Town in the implementation of the Project.

3. Contact. The Grantee shall identify in writing a contact person responsible for administration of the Project and a second person authorized to act if the contact person is unavailable. Name, address, telephone number(s) and email address(es), if any, shall be provided for both contact persons. As of the date of this Agreement, the Grantee contact shall be Victoria Goldsmith of Habitat for Humanity of Cape Cod, Inc. Upon execution of this Agreement, Grantee shall provide the additional information necessary for compliance with this paragraph.
4. Budget/Other Sources of Funding. Prior to the commencement of any work, the Grantee must submit a complete budget for the Project, including all final bids that account for: (a) the expenditure of all Funds awarded under this Grant Agreement, and (b) all other sources of funding necessary to complete the Project as described herein. Reimbursement for monies spent will not commence unless sufficient sources of funding have been secured to complete the Project, and the Project budget has been approved by the Town, which approval shall not be unreasonably withheld. If the Town determines that Funds have been spent on goods and/or services not included in the Project budget or otherwise not authorized under the Act, reimbursement may not be authorized, or if the Funds have already been provided pursuant to this Agreement, the Grantee shall reimburse the Town for any such unauthorized expenditure, said funds to be returned to the Community Preservation Fund.
5. Liability of the Town. The Town's liability hereunder shall be to make the payment specified in Section 1 of this Agreement, provided that the conditions set forth in Sections 2 and 10 are met, and the Town shall be under no further obligation and shall have no further liability. Nothing in this Grant Agreement shall be construed to render the Town or any elected or appointed official or employee of the Town, or their successors in office, personally liable for any obligation under this Agreement.
6. Indemnification. The Grantee shall indemnify, defend, and hold the Town and its departments, officers, employees, servants and agents harmless from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses, including attorneys' fees, arising out of or relating to the Grantee's performance of the Project, the condition of the Property, or the negligence or misconduct of the Grantee or the Grantee's agents or employees.
7. Inspections and Reports. The Grantee shall submit to the Town progress reports semi-annually beginning thirty (30) days from the date this Agreement is signed, for as long as the Funds remain unexpended, and a final report, including digital photographs and other documents, to be provided within thirty (30) days of the Completion Date. All documents, including, but not limited to, photographs and videos, submitted to the Town shall become the property of the Town and shall be available for use by the Town and available to the public under the Massachusetts Public Records Law.

8. Project Application. The Grantee's Project application shall be subject to conditions that the Town may impose upon the award of the Grant, which shall be attached to the application. The Town reserves the right to review all final plans for compliance with CPA guidelines and for their concurrence as to the reasonableness of the scope of work items in order to accomplish the stated project goals.
9. Record Keeping. The Grantee agrees to keep, for a period of six (6) years after the Project is completed, such records with respect to the utilization of the Funds as are kept in the normal course of business and such additional records as may be required by the Town or the CPC. The Grantee further agrees to make these records available to the Town upon request.
10. Payments. Provided that the restrictions have been recorded in compliance with the terms of this Agreement, the Town shall disburse the Funds during the construction of the Project, which disbursements shall be apportioned based on the work done and be made no more than once a month and paid only upon the presentment of detailed invoices from Grantee or Grantee's contractor listing in detail the work performed and the cost thereof. The Town shall have the right to ask for supplementary information, including documentation from the contractor confirming the extent of the work performed. Prior to any payment, the Town shall have the right to enter the Property to inspect the work. No payment shall be made until the Town reasonably determines that the work has been done in a good and workmanlike manner and substantially in compliance with the Proposal and this Agreement. Grantee shall use the Funds only for the purpose of constructing the Project. The entire cost of constructing the Project in excess of the Funds shall be paid by Grantee. Notwithstanding anything herein to the contrary, if the actual total cost of the Project is less than the Funds (the difference between the two amounts referred to hereinafter as the "Excess"), the Town shall have no obligation to pay the Excess.
11. Successors and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. The Grantee shall not assign, subcontract or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town.
12. Termination. In the event the Grantee fails to fulfill all obligations under the terms of this Agreement, as determined by the Town, and such failure is not cured within forty-five (45) days after the Town has given written notice to the Grantee specifying such failure, the Town shall have the right, in its sole discretion, to terminate this Agreement upon written notice to the Grantee. Upon receipt of said termination notice, the Grantee shall cease to incur additional expenses in connection with this Agreement. Upon termination, the Town shall be free to pursue any rights or remedies provided within this Agreement, including without limitation, recapture of Funds as set forth in Section 13 below. Upon the expiration or earlier termination of this Grant Agreement, all rights and

obligations of the parties hereunder shall expire and be of no further force and effect, except that the provisions of Sections 5, 6, 9, 12, 13, and 17 shall survive said expiration or earlier termination.

13. Return of Funds. In the event the Grantee fails to fulfill all obligations under the terms of this Agreement and this Agreement is terminated pursuant to Section 12, any Funds granted to the Grantee under this Agreement and not yet expended shall be returned forthwith to the Town without further expenditure thereof. If the Grantee fails to fulfill its obligations under the terms of this Agreement as a result of negligent or intentional acts or omissions of the Grantee, its agents, employees, contractors or invitees, the Grantee shall be liable to repay to the Town the entire amount of the Funds provided under this Agreement, and the Town may take such steps as are necessary, including legal action, to recover such Funds. Any Funds so returned or recovered shall be placed in the Town's Community Preservation Fund. In the event that the Town takes legal action under this Agreement, the Grantee shall pay any and all costs, including reasonable attorneys' fees, expended by the Town for the enforcement of this Agreement.
14. Compliance with Laws. The Grantee shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the Project, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required in connection with the Project. No local permit or license is waived by the award of this Grant or by this Agreement.
15. Notice. All notices required or permitted to be given hereunder shall be in writing and delivered in hand, or sent by facsimile, by email, or by Federal Express or other recognized overnight delivery service, or mailed postage prepaid by registered or certified mail, addressed to the Town or Habitat at the address set forth on page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice shall be deemed given when so delivered in hand or, if sent by Federal Express or other recognized overnight delivery service, on the next business day after deposit with said delivery service, or, if so mailed, five (5) business days after deposit with the U.S. Postal Service. In the case of fax notification, the party relying on such notification shall retain and present upon request a fax confirmation sheet which shows a minimum of: the date and time of the fax, the number of pages sent, the fax number to which it was sent, some indication that the transmission was successfully sent and that such transmission was sent readable side up. In the case of email notification, Notice shall be considered sufficient so long as the email is acknowledged as received by the recipient in writing.
16. Community Preservation Act Awareness. Upon completion of the Project, the Grantee agrees to post, at a location mutually acceptable to the parties, a permanent sign stating that the Project was funded through Community

Preservation Act monies. The Grantee shall also identify that the Project was funded through the Town of Wellfleet with Community Preservation Act funds in its written materials about the Project, including press releases, brochures, and similar materials.

17. Severability. If any term or condition of this Grant Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Grantee submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.

[Document Text ends—Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the day and year first written above.

TOWN OF WELLFLEET,
By Its Board of Selectmen

GRANTEE
Habitat for Humanity of Cape Cod, Inc.

Janet Reinhart
Chair

By: _____
Nancy F. Smith
President

Kathleen Bacon

By: _____
Linda A. Cebula
Treasurer

Justina Carlson

Jerry Houk

Helen Miranda Wilson

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2WELLFLEET, MASSACHUSETTS
COMMUNITY PRESERVATION ACT
GRANT AGREEMENT FOR

Habitat for Humanity of Cape Cod, Inc.

This GRANT AGREEMENT (“Agreement”) is made on this _____ day of _____, 2018, by and between the **Town of Wellfleet**, a municipal corporation duly organized under the laws of Massachusetts and having its usual place of business at Wellfleet Town Hall, 300 Main Street, Wellfleet, MA 02667, acting by and through its Board of Selectmen (the “Town”), and **Habitat for Humanity of Cape Cod, Inc.**, having an address of 411 Route 6A, Yarmouth Port, MA 02675 (the “Grantee” or “Habitat”).

WITNESSETH:

WHEREAS, the Wellfleet Community Preservation Committee (the “CPC”) invited submission of proposals for grants of funds for purposes consistent with the Community Preservation Act, G.L. c. 44B (the “Act”); and

WHEREAS, the Grantee submitted a proposal in response thereto (the “Proposal”), and the CPC reviewed and approved the Proposal and recommended that Town Meeting vote to appropriate from the Community Preservation Fund the sum of Two hundred twenty-five thousand dollars and no cents (\$225,000.00) to be used for the purpose of constructing three (3) affordable homes at 2254, 2260 and 2270 Old King’s Highway (the “Property”) for use by the Grantee(the “Project”); and

WHEREAS, the Wellfleet Town Meeting thereafter appropriated the funds recommended by the CPC for the Project and authorized the Town to enter into a grant agreement with the Grantee for the purposes set forth in the Proposal and to construct the Project.

NOW THEREFORE, the Town and the Grantee agree as follows:

1. Funding. As recommended by the CPC under Article 19 of the April 27, 2015 Town Meeting, and as appropriated by said Town Meeting, the Town shall grant to the Grantee the sum of Two hundred twenty-five thousand dollars and no cents (\$225,000.00) (the “Funds”) upon the condition that the Grantee shall use the Funds only for the purposes of the Project, as set forth more particularly in the

Proposal and the documents attached thereto, and in accordance with the terms of this Grant Agreement.

2. Conditions. The Funds provided pursuant to Section 1 above are to be subject to the following terms and conditions:
 - a) Work on the Project must commence within three (3) years from the Commencement Date. The Commencement Date for purposes of this Agreement shall be the date of delivery of the deed to Habitat from the Town of Wellfleet for the Property. All work must be done within five (5) years from the Commencement Date (the "Completion Date"), unless the Town, acting through its Board of Selectmen, grants an extension for good cause shown.
 - b) Excess or unused Funds will be returned to the Community Preservation General Fund if the Project has not begun or the Project has not been completed as provided for in Section 2(a). This transfer will occur at the end of the then current fiscal year and will be verified for redistribution by the Department of Revenue. The Board of Selectmen may grant extensions of these terms for good cause shown, upon review at a public meeting.
 - c) The Grantee agrees to use the Funds solely for the creation of the affordable homes. The Grantee shall construct three (3) affordable housing residences on the Property and convey the same to households earning no more than eighty percent (80 %) of the area median income for the Town, as determined by HUD (the "Area median Income"), at a price affordable to households earning no more than eighty percent (80 %) of the Area Median Income, adjusted for household size. The Grantee shall enter into a Regulatory Agreement with the Department of Housing and Community Development ("DHCD") and the Town and record the same prior to the disbursement of any Funds, and shall convey the residences by deeds that shall include a deed rider, approved by DHCD and the Town, granting the Town permanent affordable housing restrictions on the residences and the Property meeting the requirements of G.L. c. 184, §§ 31-33, and substantially in the form of the deed rider attached hereto and incorporated herein, or in such other form acceptable to the Town and to DHCD under the Local Initiative Program ("LIP"), ensuring that the restrictions shall survive foreclosure and that the Property shall remain affordable in perpetuity and count toward the Town's Subsidized Housing Inventory. The restrictions shall be recorded immediately after the deeds to the eligible household, and prior to any mortgages or other liens that would interfere with the Town's exercise of its rights under the restrictions. All mortgages on the Property, if any, shall have been subordinated to the restrictions.
 - d) The Grantee shall seek the approval of, and work closely with, the Town in the implementation of the Project.

3. Contact. The Grantee shall identify in writing a contact person responsible for administration of the Project and a second person authorized to act if the contact person is unavailable. Name, address, telephone number(s) and email address(es), if any, shall be provided for both contact persons. As of the date of this Agreement, the Grantee contact shall be Victoria Goldsmith of Habitat for Humanity of Cape Cod, Inc. Upon execution of this Agreement, Grantee shall provide the additional information necessary for compliance with this paragraph.
4. Budget/Other Sources of Funding. Prior to the commencement of any work, the Grantee must submit a complete budget for the Project, including all final bids that account for: (a) the expenditure of all Funds awarded under this Grant Agreement, and (b) all other sources of funding necessary to complete the Project as described herein. Reimbursement for monies spent will not commence unless sufficient sources of funding have been secured to complete the Project, and the Project budget has been approved by the Town, which approval shall not be unreasonably withheld. If the Town determines that Funds have been spent on goods and/or services not included in the Project budget or otherwise not authorized under the Act, reimbursement may not be authorized, or if the Funds have already been provided pursuant to this Agreement, the Grantee shall reimburse the Town for any such unauthorized expenditure, said funds to be returned to the Community Preservation Fund.
5. Liability of the Town. The Town's liability hereunder shall be to make the payment specified in Section 1 of this Agreement, provided that the conditions set forth in Sections 2 and 10 are met, and the Town shall be under no further obligation and shall have no further liability. Nothing in this Grant Agreement shall be construed to render the Town or any elected or appointed official or employee of the Town, or their successors in office, personally liable for any obligation under this Agreement.
6. Indemnification. The Grantee shall indemnify, defend, and hold the Town and its departments, officers, employees, servants and agents harmless from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses, including attorneys' fees, arising out of or relating to the Grantee's performance of the Project, the condition of the Property, or the negligence or misconduct of the Grantee or the Grantee's agents or employees.
7. Inspections and Reports. The Grantee shall submit to the Town progress reports semi-annually beginning thirty (30) days from the date this Agreement is signed, for as long as the Funds remain unexpended, and a final report, including digital photographs and other documents, to be provided within thirty (30) days of the Completion Date. All documents, including, but not limited to, photographs and videos, submitted to the Town shall become the property of the Town and shall be available for use by the Town and available to the public under the Massachusetts Public Records Law.

8. Project Application. The Grantee's Project application shall be subject to conditions that the Town may impose upon the award of the Grant, which shall be attached to the application. The Town reserves the right to review all final plans for compliance with CPA guidelines and for their concurrence as to the reasonableness of the scope of work items in order to accomplish the stated project goals.
9. Record Keeping. The Grantee agrees to keep, for a period of six (6) years after the Project is completed, such records with respect to the utilization of the Funds as are kept in the normal course of business and such additional records as may be required by the Town or the CPC. The Grantee further agrees to make these records available to the Town upon request.
10. Payments. Provided that the restrictions have been recorded in compliance with the terms of this Agreement, the Town shall disburse the Funds during the construction of the Project, which disbursements shall be apportioned based on the work done and be made no more than once a month and paid only upon the presentment of detailed invoices from Grantee or Grantee's contractor listing in detail the work performed and the cost thereof. The Town shall have the right to ask for supplementary information, including documentation from the contractor confirming the extent of the work performed. Prior to any payment, the Town shall have the right to enter the Property to inspect the work. No payment shall be made until the Town reasonably determines that the work has been done in a good and workmanlike manner and substantially in compliance with the Proposal and this Agreement. Grantee shall use the Funds only for the purpose of constructing the Project. The entire cost of constructing the Project in excess of the Funds shall be paid by Grantee. Notwithstanding anything herein to the contrary, if the actual total cost of the Project is less than the Funds (the difference between the two amounts referred to hereinafter as the "Excess"), the Town shall have no obligation to pay the Excess.
11. Successors and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. The Grantee shall not assign, subcontract or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town.
12. Termination. In the event the Grantee fails to fulfill all obligations under the terms of this Agreement, as determined by the Town, and such failure is not cured within forty-five (45) days after the Town has given written notice to the Grantee specifying such failure, the Town shall have the right, in its sole discretion, to terminate this Agreement upon written notice to the Grantee. Upon receipt of said termination notice, the Grantee shall cease to incur additional expenses in connection with this Agreement. Upon termination, the Town shall be free to pursue any rights or remedies provided within this Agreement, including without limitation, recapture of Funds as set forth in Section 13 below. Upon the expiration or earlier termination of this Grant Agreement, all rights and

obligations of the parties hereunder shall expire and be of no further force and effect, except that the provisions of Sections 5, 6, 9, 12, 13, and 17 shall survive said expiration or earlier termination.

13. Return of Funds. In the event the Grantee fails to fulfill all obligations under the terms of this Agreement and this Agreement is terminated pursuant to Section 12, any Funds granted to the Grantee under this Agreement and not yet expended shall be returned forthwith to the Town without further expenditure thereof. If the Grantee fails to fulfill its obligations under the terms of this Agreement as a result of negligent or intentional acts or omissions of the Grantee, its agents, employees, contractors or invitees, the Grantee shall be liable to repay to the Town the entire amount of the Funds provided under this Agreement, and the Town may take such steps as are necessary, including legal action, to recover such Funds. Any Funds so returned or recovered shall be placed in the Town's Community Preservation Fund. In the event that the Town takes legal action under this Agreement, the Grantee shall pay any and all costs, including reasonable attorneys' fees, expended by the Town for the enforcement of this Agreement.
14. Compliance with Laws. The Grantee shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the Project, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required in connection with the Project. No local permit or license is waived by the award of this Grant or by this Agreement.
15. Notice. All notices required or permitted to be given hereunder shall be in writing and delivered in hand, or sent by facsimile, by email, or by Federal Express or other recognized overnight delivery service, or mailed postage prepaid by registered or certified mail, addressed to the Town or Habitat at the address set forth on page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice shall be deemed given when so delivered in hand or, if sent by Federal Express or other recognized overnight delivery service, on the next business day after deposit with said delivery service, or, if so mailed, five (5) business days after deposit with the U.S. Postal Service. In the case of fax notification, the party relying on such notification shall retain and present upon request a fax confirmation sheet which shows a minimum of: the date and time of the fax, the number of pages sent, the fax number to which it was sent, some indication that the transmission was successfully sent and that such transmission was sent readable side up. In the case of email notification, Notice shall be considered sufficient so long as the email is acknowledged as received by the recipient in writing.
16. Community Preservation Act Awareness. Upon completion of the Project, the Grantee agrees to post, at a location mutually acceptable to the parties, a permanent sign stating that the Project was funded through Community

Preservation Act monies. The Grantee shall also identify that the Project was funded through the Town of Wellfleet with Community Preservation Act funds in its written materials about the Project, including press releases, brochures, and similar materials.

17. Severability. If any term or condition of this Grant Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Grantee submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.

[Document Text ends—Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the day and year first written above.

TOWN OF WELLFLEET,
By Its Board of Selectmen

GRANTEE
Habitat for Humanity of Cape Cod, Inc.

Janet Reinhart
Chair

Kathleen Bacon

Justina Carlson

Jerry Houk

Helen Miranda Wilson

By: _____
Nancy F. Smith
President

By: _____
Linda A. Cebula
Treasurer



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
June 26, 2018

V

BUSINESS – B. Energy Committee

REQUESTED BY:	Energy Committee
DESIRED ACTION:	Approval of Energy Committee's request for Fall Special Town Meeting
PROPOSED MOTION:	I move to approve the Energy Committee's request for a Fall Special Town Meeting.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____

Solar Site Control Agreement

This Solar Site Control Agreement, dated June __, 2018 (“Effective Date”) is by and between the Town of Wellfleet, with an address of 300 Main Street, Wellfleet MA 02667, a municipal corporation of the Commonwealth of Massachusetts (“Town”), and Coles Neck Solar LLC (“Ameresco”), with an address of 111 Speen Street, Suite 410, Framingham, MA 01701 (collectively, the “Parties”).

Ameresco is a solar integration company which designs, constructs, operates and maintains solar systems. This Agreement hereby expresses the mutual interest in a transaction currently in negotiations between the Parties wherein Town requests Ameresco to design and construct a solar system on each of the Town’s properties set forth on Attachment A hereto (collectively, the “Premises”), and Ameresco agrees to build solar systems for the Town at the Premises.

Project Outline

1. The estimated photovoltaic solar project is 905.76 kW-dc, which includes the system substantially as described on Attachment B hereto (the “System”). Additional information about the equipment to be installed at the Premises shall be provided to the Town, upon request.
2. The Town agrees to provide Ameresco sufficient access to the Premises to construct, modify, store, install, own, operate, maintain and remove each of the System at the Premises, subject to any required town meeting or other approvals.

Project Timeline

1. Upon execution of this Agreement, on behalf of the Town, Ameresco shall submit an application to the Wellfleet Planning Board for Site Plan Review.
2. Upon receipt of approval of the Site Plan from the Wellfleet Planning Board, Ameresco shall submit an application to Massachusetts Department of Environmental Protection for a Post-Closure Use Permit (“DEP Permit”).
3. Upon receipt of the DEP Permit, Ameresco shall submit an application to qualify the System under the Solar Massachusetts Renewable Target (SMART) Program established pursuant to 225 CMR 20.00 (the “SMART Program”) as an Alternative On-bill Credit Generation Unit (as defined in 225 CMR 20.02).
4. After receipt of SMART program qualification, the Parties to this Agreement shall use good faith efforts to amend this Agreement or enter into a new agreement which shall supersede this Agreement, on mutually-acceptable terms within a period of one hundred eighty (180) days after confirmation of SMART program acceptance, unless a longer period is agreed to by the parties.
5. Either party hereto may terminate this Agreement without being considered in default and without liability, if either (i) a SMART program qualification is not granted for the project, or (ii) a mutually-acceptable amended and restated agreement is not executed within such 180-day period, as extended if applicable.

This Agreement is contingent upon a successful receipt of the SMART program qualification. This Agreement expresses the desire of both parties to complete the project as outlined above and to complete all necessary documents, payments and processes to meet the associated timeline. This Agreement shall be governed by Massachusetts law, without regard to choice of law principles.

By signing below and in confirmation of their consent to this Agreement, the Parties have executed this Agreement as of the Effective Date.

TOWN OF WELLFLEET, MASSACHUSETTS

COLES NECK SOLAR LLC

By: Ameresco, Inc., its sole member

By: The Wellfleet Board of Selectmen

By:

Name:

Title:

Date:

Dated: _____

ATTACHMENT A
DESCRIPTION OF THE PREMISES

Name: Town of Wellfleet Landfill

Address: 370 Cole's Neck Road, Wellfleet, MA 02667

Site Photo:



The Wellfleet Landfill is situated on a parcel of land on Coles Neck Road in Wellfleet owned by the Town of Wellfleet, Massachusetts.

ATTACHMENT B
DESCRIPTION OF SYSTEMS

Name: Wellfleet Landfill

Address: 370 Cole's Neck Road, Wellfleet, MA 02667

The final System Description shall be the final As-Built drawings to be provided after Commercial Operation Date.

General System Description:

1. System Size DC: 905.76 kW_DC at STC capacity
2. System Size AC: 700 kW_AC

Solar PV Panels:

1. Manufacturer: JA Solar
2. Model Number: JAM72SO1-370/PR
3. Module Wattage: 370W
4. Panel Count: 2,448
5. Type: Polycrystalline 72 Cell Modules
6. Array tilt: 12 degrees from horizontal and oriented due south
7. Warranty Information: Free from defects in materials and workmanship for 10 years, 97% minimum production on year 1, and 25 year linear power output with 80% minimum production at year 25.

Inverters:

1. Manufacturer: Solectria
2. Model Number: PVI-50TL & PVI-60TL
3. Number and size to be installed: (2) 50 kW inverter & (10) 60 kW inverter
4. String size and Quantity: 18 panels per string with 136 total strings.
5. Warranty Information: 10 year warranty

Mounting System:

1. Manufacturer: Solar FlexRack
2. Model: Series B at 12 Degrees Tilt Angle
3. Type: Ground Mount System, with pre-cast concrete ballast foundations. Steel rack structures with panels mounted in 2x9, 2x5 and 2x4 portrait configuration.
4. Warranty Information: 20 year warranty

Data Acquisition System (DAS):

1. Manufacturer: Draker Laboratories Base Station or equivalent

[illegible]

WINDMILL AND CONDUIT SCHEDULE

NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
2	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
3	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
4	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
5	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
6	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
7	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
8	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
9	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
10	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
11	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
12	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
13	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
14	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
15	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
16	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
17	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
18	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
19	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
20	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
21	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
22	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
23	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
24	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
25	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
26	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
27	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
28	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
29	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
30	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
31	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
32	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
33	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
34	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
35	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
36	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
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39	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
40	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
41	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
42	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
43	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
44	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
45	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
46	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
47	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
48	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
49	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
50	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
51	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
52	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
53	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
54	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
55	CONDUIT 1/2" DIA. 10' LONG	10	FT.	1.50	15.00
56	CONDUIT				



Capped Landfill Solar PV Array

Status and Actions



Work Done to Date

- RFP issued
- Bids evaluated and Ameresco offer accepted
- Draft PPA and Lease/license agreement being reviewed
- Environmental Assessments done
- 30% Design forwarded to the town and reviewed
 - With Town Departments
 - At a public forum
- Eversource Interconnect application submitted
 - Cost below worst case provision in the proposal
 - Generally approved with minor questions



Learned So Far



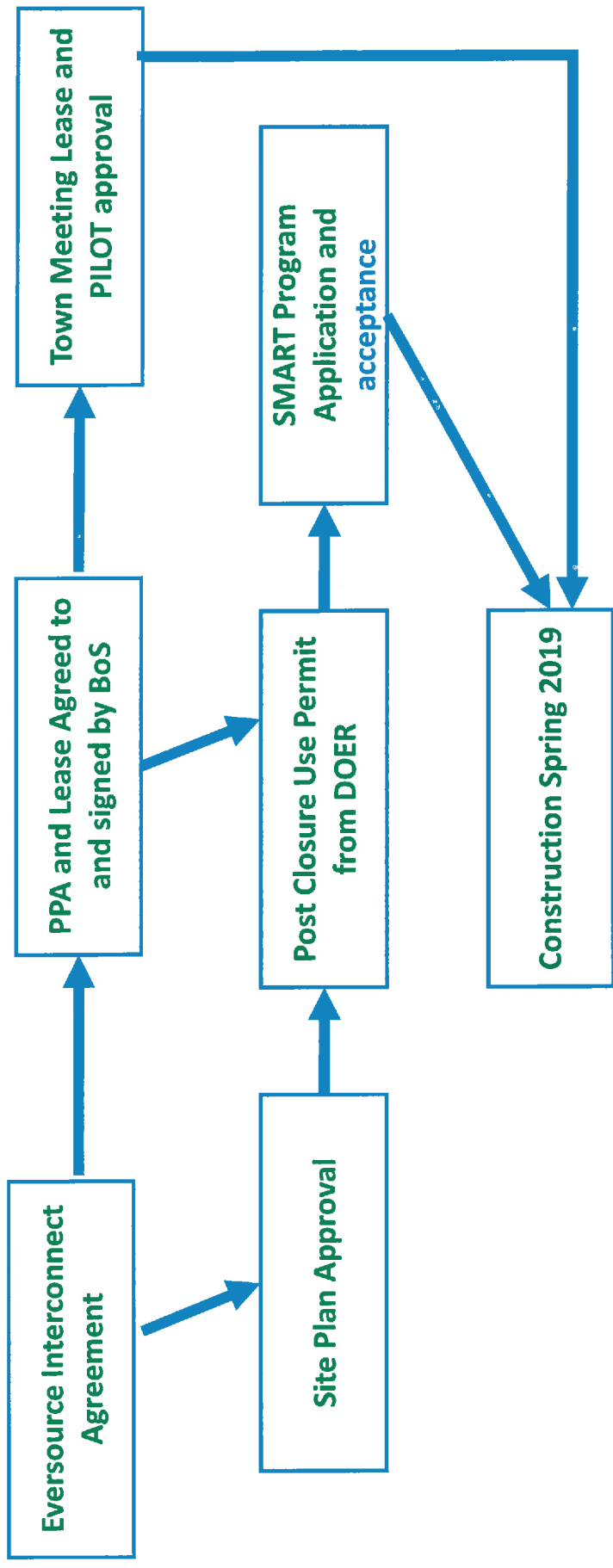
- Ameresco
 - Competent, responsive, cooperative
- DPW and Building departments are a pleasure to work with
- Eversource
 - Eversource approval will require much less than worst case anticipated
 - \$250K maximum allowance for connection hardware will cost less
- Town meeting approval will be needed for a lease agreement
 - Lease of landfill needs 2/3 vote
 - Payment in Lieu of Taxes (PILOT) needs majority vote

Time is money

- Program will fall under the SMART program
- Series of “Blocks”
- Each Block provides 4% less money
- Blocks will fill up on the day that they open
- Date of Block 1 opening is uncertain
 - Probably in the Fall
 - We might make it
 - Program was bid under the assumption of Block 2.



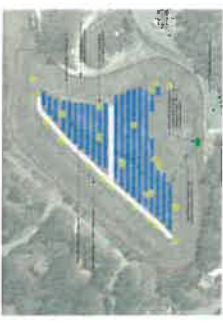
Major Tasks and Dependency



How I feel about this



Requests of the Select Board



- Approval to Proceed
- Acceptance of this parallel approach
 - One track for the contractual, BoS and Town Meeting approval process
 - Parallel effort for the local and state approvals
- Agreement for Need for Special Town Meeting in Fall (September)
- Agreement to prospective access and control of the project site subject to site plan approval, issuance of a post closure permit by DOER, and acceptance of the project by the SMART program.



BOARD OF SELECTMEN

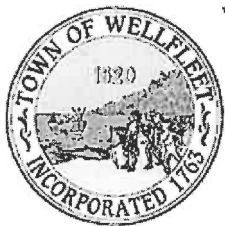
AGENDA ACTION REQUEST

June 26, 2018

V

BUSINESS – C. Parking Lot at Banks and Commercial Streets

REQUESTED BY:	TA
DESIRED ACTION:	Decision of parking lot at Banks and Commercial Streets
PROPOSED MOTION:	TBD
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667

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

www.wellfleetma.org

MEMORANDUM

To: Board of Selectmen

From: Dan Hoort, Town Administrator

Subject: Parking lot at Bank and Commercial Streets

Date: June 21, 2018

There was a question as to the boundary lines of the town landing/parking lot at the intersection of Bank Street and East Commercial Street. The Town had the property surveyed and the fence that currently exists to delineate between the Town's property and that of the Masonic Lodge is not in the proper position.

The pink line on the map indicates the approximate real property line. The Town's lot is wider at the top along East Commercial Street and is narrower along the area bordering Duck Creek.

As Town Administrator I do not believe that the Town would gain any parking spaces if the fence were on the true property line.

The memo from the Natural Resources Advisory Board included with your packet provides you with their prospective.

Landing at foot of Bank Street

Part of the charter of NRAB is to provide overview and advice on Town landings and ways-to-the-water. We seek to help preserve and protect all of these.

The current parking at the foot of Bank Street is in fact one of the oldest landings in Wellfleet. The old custom house is next door. The landing also provides an excellent view over Duck Creek.

Recently, a survey was completed of the boundary between the Town lot and that owned by the Lodge. A map is in the packet. The survey shows that the present dividing fence does not follow the correct boundary line. Adherence to the correct line would result in loss of shore access to the Town and parking to the Lodge.

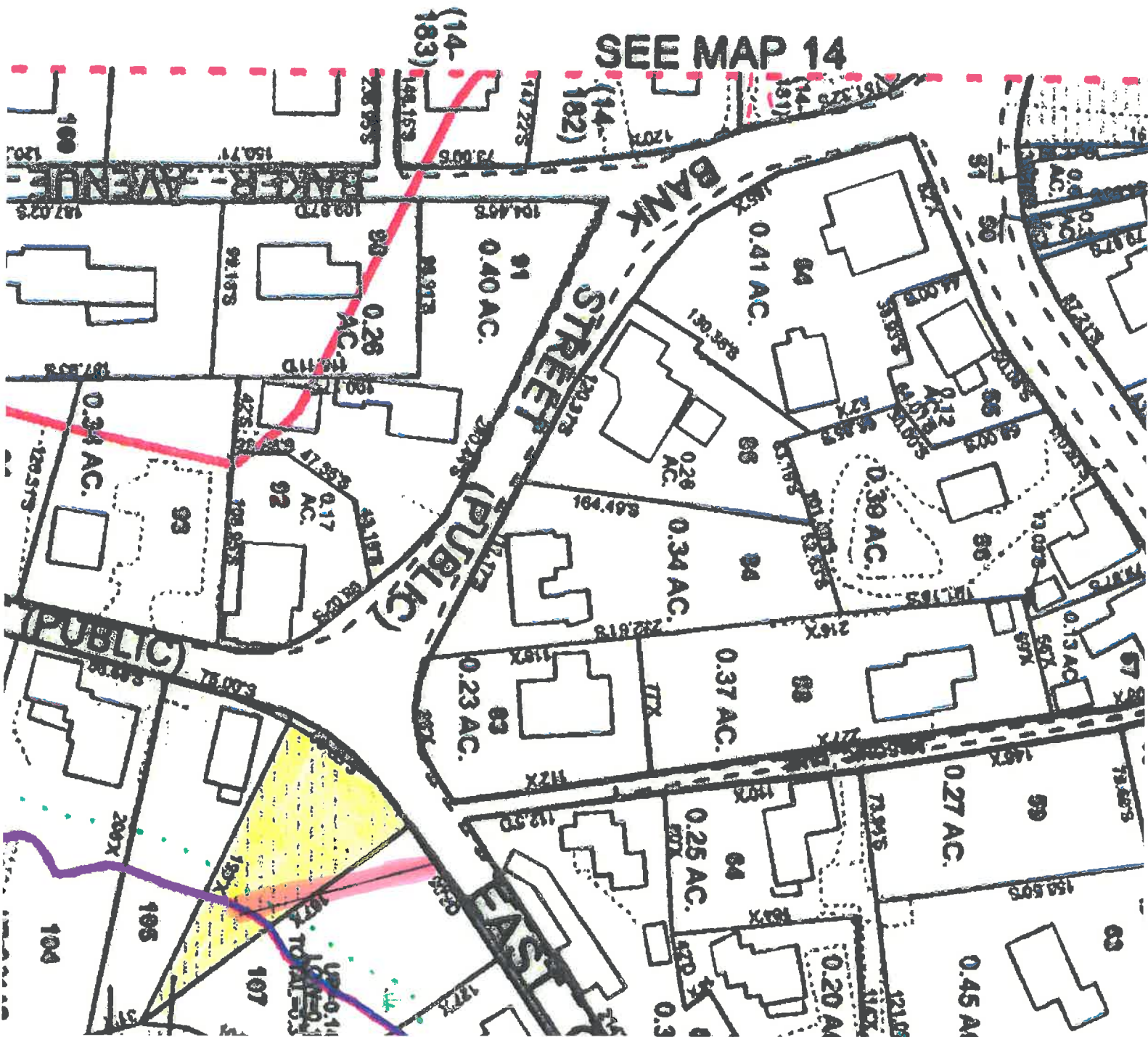
We suggest three options:

1. Adjust the boundary fence to the surveyed boundary line. This would require some small legal costs and lodge agreement.
2. Relocate the legal boundary to the current fence line. This would require a re-survey and legal costs. Lodge agreement would be needed also.
3. Work with the Lodge to extend Town ownership of the full shore line, to the north. The lodge parking allows about an 8 foot buffer. Up to the shorefront buffer, the current fence line would become the legal boundary, as in case 2. Costs are not known, beyond the surveying and legal costs.

NRAB is opposed to option #1, as this reduces our water access. However, we recognize that any actions require agreements with the Lodge.

John Riehl
For NRAB

PARKING LOT AT
BANK STREET and COMMERCIAL ST





BOARD OF SELECTMEN

AGENDA ACTION REQUEST
June 26, 2018

V

BUSINESS – D. Nature's Alternative, Inc.

REQUESTED BY:	TA
DESIRED ACTION:	Approval of letter of Support of Non-Opposition for Medical Marijuana Dispensary and Community Host Agreement for a Registered Marijuana Dispensary for Nature's Alternative, Inc.
PROPOSED MOTION:	<ol style="list-style-type: none">1. Move to issue a letter of non-opposition (support) for a Registered Marijuana Dispensary at 1446 State Highway State Route 6, the South Wellfleet General Store property and to authorize the Selectboard Chair to sign said agreement.2. Move to approve a Host Community Agreement for a Registered Marijuana Dispensary and an adult use Retail Marijuana Establishment at 1446 State Highway State Route 6, the South Wellfleet General Store property subject to final approval by the town's general counsel and to authorize the Selectboard Chair to sign said agreement.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____



La Tanzi
Spaulding
& Landreth

8 Cardinal Lane
Orleans

14 Center Street, Suite 4
Provincetown

3010 Main Street, Suite 2E
Barnstable

Benjamin E. Zehnder
ext. 128
bzehnder@latanzi.com

June 11, 2018

Janet Reinhart, Chair
Wellfleet Board of Select
300 Main Street
Wellfleet, MA 02667

Re: Nature's Alternative, Inc.
Request for Approval of Host Community Agreement (Adult Use Retail
Marijuana Establishment and Registered Marijuana Dispensary)
Request for Letter of Non-Opposition (Registered Marijuana Dispensary)
Location: 1446 State Highway, South Wellfleet

Dear Ms. Reinhart and Board Members:

My client Nature's Alternative, Inc. ("Nature's Alternative") requests that the Board approve a Host Community Agreement for a Registered Marijuana Dispensary ("RMD") and an adult use Retail Marijuana Establishment ("RME"), and that it issue a letter of non-opposition for a Registered Marijuana Dispensary. Nature's Alternative proposes locating the RMD and RME at 1446 State Highway State Route 6, the South Wellfleet General Store property. We respectfully request that the Board consider these requests at its meeting of June 26, 2018.

Nature's Alternative, Inc. is a Groton, Massachusetts corporation founded to license, develop and operate medical and adult-use marijuana dispensaries in the Commonwealth. The company has an agreement with a cultivation partner in Lakeville, Massachusetts to supply marijuana products for its adult-use dispensaries. The Lakeville cultivation site will be growing products within thirty days and Nature's Alternative anticipates being able to receive finished products by the fourth quarter of this year.

Nature's Alternative has applications pending with the Massachusetts Department of Public Health ("DPH") for licensure of three registered marijuana dispensaries for medical purposes. Wellfleet is one of these three proposed locations. Nature's Alternative has been invited by the DPH to the third and final phase in the application process, the siting profile, for each of these licenses.

Additionally, beginning this month Nature's Alternative will apply to the Cannabis Control Commission (CCC) seeking three licenses for adult use retail recreational dispensaries. In addition to Wellfleet, Nature's Alternative is in discussions with two Massachusetts towns to site recreational dispensaries.

Nature's Alternative is lead by the following executive management team:

David Miller - Chief Executive Officer

Mr. Miller has run a successful capital markets and derivatives search company since 2001. He previously worked for Wang Laboratories, Inc. in international finance and treasury. Mr. Miller holds a bachelor's degree in international business from the University of Lowell and a master's degree in business administration from Babson College.

Jeff Bilodeau - Chief Operating Officer

Mr. Bilodeau has worked in the telecommunications industry for the past twenty years. He is an innovative, results driven sales and marketing professional with a solid track record of building lasting customer relationships and driving multi-million dollar revenue growth.

Mitch Suzan – Director of Security

Mr. Suzan served with the Mattapoisett Police Department for twenty-seven years, and as the Old Rochester Regional School District's Resource Officer for 13 years, acting as a liaison between the Mattapoisett Police Department, school administration, students, parents, town departments, community organizations and the Courts. Mr. Suzan was an active SWAT team member of the Southeastern Massachusetts Law Enforcement Council for six years and has trained in hostage negotiation with the Federal Bureau of Investigations. From 1984 to 1987 he served as a United States Army Military Police Investigator, 1st MP Company, at Fort Riley in Junction City, Kansas.

Ashley Esper - Retail Operations and Community Outreach

Ms. Esper is responsible for retail operations and patient advocacy and outreach. She holds a bachelor's degree in business administration and a master's degree in accounting from Bryant University. Ms. Esper is an active patient advocate in the chronic illness community and focusses on the use of medical marijuana for debilitating medical conditions.

Stuart Bernstein - CPA, CFE (Management Company)

Mr. Bernstein is a Massachusetts licensed Certified Public Accountant and a

Certified Fraud Examiner. He has more than twenty-five years of business experience as an accountant and a small business owner. Mr. Bernstein holds a master's degree in business administration from the University of Massachusetts. He is a board member of the Webster House, a non-profit organization which provides a home-like environment for teens who are unable to live at home.

Nature's Alternative's plan is to license, permit, develop and operate three medical dispensaries and three recreational dispensaries. Under Massachusetts law medical and recreational marijuana dispensaries may both be operated from the same location. However, any medical dispensary in the Commonwealth must be vertically integrated with a cultivation site which grows and produces its own products. Nature's Alternative is in the process of determining where to locate its medical-use marijuana cultivation site. It is currently engaged in discussions with several of Massachusetts towns and cities to determine the most appropriate site, based on financial and community conditions.

Nature's Alternative is well-funded by private investors and can provide proof of funds to town officials upon request. The company is fiscally and operationally capable of fully implementing its business plan, with a goal of having six licensed dispensaries (including both medical and recreational licenses) in operation in the Commonwealth.

Nature's Alternative has a binding written commitment with the property owners to lease the South Wellfleet General Store property, contingent upon its securing all necessary local and state approvals. The property is in the Commercial Zoning District and is in the Medical Marijuana Overlay District. The property has 1.10 acres of lot area and there is existing access directly from Route 6 eastbound, and access to and from Lecount Hollow Road to the north. The plaza containing both the proposed location and the adjacent property includes other retail uses and the South Wellfleet Post Office.

The General Store building contains approximately 4,000 sq. ft. of floor area configured and historically used for retail sales. Nature's Alternative must obtain a special permit from the Zoning Board of Appeals for operation of the RMD, which will involve public notice and hearing. Although there is an existing retail use of the property which may obviate the need for zoning relief for the RME, Nature's Alternative intends and commits to seek also a special permit for the RME.

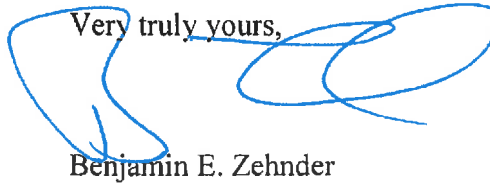
Nature's Alternative's Director of Security Mitch Suzan will be responsible for the security procedures at the proposed Wellfleet location. These procedures are governed by Department of Public Health and Cannabis Control Commission regulations and are extremely well defined. Nature's Alternative's highest concern is the safety of the general public and its customers and employees, and it intends to set the standard for regulatory compliance at all levels of operation. Nature's Alternative will demonstrate the methods it will use to insure that it is a safe and professional provider of medical and/or recreational products, including defined measures to prevent diversion to minors and strict testing and approval protocols, at a properly noticed Community Outreach

Meeting. Nature's Alternative is also willing to conduct additional meetings to address particular concerns of the Town and its residents.

Should the Board wish to tour the General Store property in connection with these requests, we will make the property available at your convenience. Nature's Alternative also invites the Board to tour the Lakeville cultivation facility at a mutually convenient time in order to get a better understanding of the cultivation process and its relationship with its recreational use cultivation partner. Please let me know and I will arrange such a visit.

I have attached a proposed Host Community Agreement for review by the Board and staff in advance of any hearing. Please feel free to comment on or revise these documents.

Thank you in advance for your attention and kind consideration of these requests.

Very truly yours,

Benjamin E. Zehnder

Enc.
cc via email only:
client
D. Hoort, Town Administrator
J. Powers, Assistant Town Administrator

**NATURE’S ALTERNATIVE, INC. HOST COMMUNITY AGREEMENT FOR THE
SITING OF A REGISTERED MARIJUANA DISPENSARY AND/OR A
RECREATIONAL MARIJUANA ESTABLISHMENT IN THE TOWN OF WELLFLEET
MASSACHUSETTS**

This Host Community Agreement (the “**Agreement**”) is entered into this ____ day of ____, 2018 (the “**Effective Date**”) by and between the Town of Wellfleet, Massachusetts, acting by and through its Board of Select, with a principal address of 300 Main Street, Wellfleet, MA 02667 (hereinafter the “**Municipality**”) and Nature’s Alternative, Inc. with a principal office address of 2 Seaport Lane, 11th Floor, Boston, Massachusetts 02210 (hereinafter “**Company**”)(Municipality and Company, collectively the “**Parties**”).

RECITALS

WHEREAS, Company intends to locate a licensed Registered Marijuana Dispensary (“**RMD**”) at 1446 State Highway (South) Wellfleet, MA 02667 (hereinafter the “**Facility**”) for the dispensing of medical marijuana in accordance with the laws of the Commonwealth of Massachusetts (“**MA Law**”) and those of the Municipality (“**Local Law**”);

WHEREAS, when permitted under Local and MA Law, Company intends to locate a licensed Recreational Marijuana Establishment (“**RME**”) for the retail sale of marijuana at the Facility in accordance with MA Law and Local Law;

WHEREAS, Company desires to provide community impact fee payments to the Municipality pursuant to M.G.L. c. 94G, § 3(d) in order to address any reasonable costs imposed upon the Municipality by Company’s operations in the Municipality; and

WHEREAS, the Municipality supports Company’s intention to operate an RMD for the dispensing of medical marijuana and a RME for the retail sales of recreational marijuana in the Municipality.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the mutual promises set forth below, the parties agree as follows:

AGREEMENT

1. Host Community Payments.

- a. **RMD Related Payments.** In the event that Company obtains a Final Certificate of Registration, or its equivalent, for the operation of an RMD at the Facility from the Massachusetts Department of Public Health (“**DPH**”) or the Cannabis Control Commission (“**CCC**”) (each a “**Licensing Authority**,” collectively the “**Licensing Authorities**”), as the case may be, and receives all necessary approvals from the Municipality to operate an RMD, then Company agrees to the following:

- i. The Company shall make annual payments to the Municipality of Two percent (3%) of the gross sales of medical marijuana ("**Medical Marijuana**") at the Facility (the "**RMD Payment**").
 - ii. The initial RMD Payment shall be due on the first day of the fourteenth (14th) month following the date that the Company begins dispensing Medical Marijuana to qualifying patients and their caregivers at the Facility (the "**Initial RMD Payment**").
 - iii. Subsequent RMD Payments shall be due on each anniversary date of the Initial RMD Payment for the term of the Agreement.
 - b. **RME Related Payments.** In the event that Company obtains a license, or its equivalent, for the operation of a RME in the Municipality from the CCC, and receives all necessary approvals from the Municipality to operate a RME, then Company agrees to the following:
 - i. The Company shall make annual payments to the Municipality of Three percent (3%) of the gross sales of recreational marijuana and recreational marijuana products (collectively "**Recreational Marijuana**") at the Facility (the "**RME Payment**").
 - ii. The initial RME Payment shall be due on the first day of the fourteenth (14th) month following the date that the Company begins retail sales of Recreational Marijuana in the Municipality (the "**Initial RME Payment**").
 - iii. Subsequent RME Payments shall be due on each anniversary date of the Initial RME Payment for the term of the Agreement.
2. **Term and Termination.** The Term of this Agreement shall be five (5) years from the Effective Date (the "**Term**"). This Agreement shall automatically terminate at the end of the Term. In the event Company ceases all operations in the Municipality, this Agreement shall become null and void. In the event Company loses or has its license(s), approvals, and/or permits to operate in the Municipality revoked by the relevant Licensing Authority(ies) or the Municipality, this Agreement shall become null and void. The Municipality may terminate this Agreement at any time during the Term of this Agreement. The Company shall not be required to cease operations following the termination of this Agreement. The Parties may agree to renegotiate or renew this Agreement prior to the end of the Term.
3. **Payments.** The Company shall make the payments to the Municipality as set forth in **Section 1** of this Agreement. While the Municipality has the sole discretion for determining how to spend the RMD Payment(s) and/or RME Payment(s) (the "**Payments**"), the Municipality understands and acknowledges that, as required by M.G.L. c. 94G, § 3(d), the Payments shall be reasonably related to the costs imposed upon the Municipality by Company's operation of an RMD and/or a RME in the Municipality. Furthermore, the Municipality understands and acknowledges that, pursuant to M.G.L. c. 94G, § 3(d), any cost to the Municipality imposed by Company's operation of an RMD and/or a RME in the Municipality shall be documented and considered a public record pursuant to MA Law.

4. **Acknowledgements.** The Municipality understands and acknowledges that Payments due pursuant to this Agreement are contingent upon the Company's receipt of all state and local approvals to operate a RMD at the Facility and a RME in the Municipality. In the event that Company is only able to obtain State and local approvals for the operation of a RMD, but not a RME, in the Municipality, the Municipality acknowledges and agrees that the payments due under this Agreement shall be solely based on Company's gross sales of Medical Marijuana in the Municipality. In the event that Company is only able to obtain State and local approvals for the operation of a RME, but not an RMD, in the Municipality, the Municipality acknowledges and agrees that the payments due under this Agreement shall be solely based on Company's gross sales of Recreational Marijuana in the Municipality.
5. **Review.** During the Term of this Agreement, the Municipality and the Company will review the Payments every twelve (12) months to ensure that the Payments are reasonably related to the costs imposed upon the Municipality by Company's operation of the RMD and/or the RME in the Municipality (the "Annual Review"). In the event the Annual Review finds that the Payments are not reasonably related to the costs imposed upon by the Municipality by Company's operation of the RMD and/or the RME in the Municipality, the Parties agree to adjust the Payments to reflect the costs accordingly.
6. **Local Taxes.** At all times during the Term of this Agreement, property, both real and personal, owned or operated by Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by Company or by its landlord, and neither Company nor its landlord shall object or otherwise challenge the taxability of such property.
7. **Community Support and Additional Obligations.**
 - a. Local Vendors – to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Company shall use good faith efforts in a legal and non-discriminatory manner to give priority to qualified local businesses and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Facility.
 - b. Employment/Salaries – except for senior management, and to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Company shall use good faith efforts in a legal and non-discriminatory manner to give priority to hire qualified residents of the Municipality as employees of the Facility.
 - c. The Company shall, at least annually, provide the Municipality with copies of all reports submitted to the Licensing Authority(ies) regarding Company's operations at the Facility.

- d. The Company will work cooperatively with all necessary municipal departments, boards, commissions, and agencies ensure that Company's operations are compliant with all of the Municipality's codes, rules, and regulations.
8. **Support**. The Municipality agrees to submit to the required Licensing Authority(ies) all documentation and information required by the Licensing Authority(ies) from the Municipality for the Company to obtain approval to operate a RMD and/or a RME at the Facility. The Municipality agrees to support Company's application(s) for a RMD and/or a RME with the required Licensing Authority(ies) but makes no representation or promise that it will act on any other license or permit request in any particular way other than by the Municipality's normal and regular course of conduct and in accordance with their codes, rules, and regulations and any statutory guidelines governing them.
9. **Security**. Company shall maintain security at the Facility in accordance with a security plan presented to the Municipality and approved by the Licensing Authority(ies). In addition, Company shall at all times comply with MA Law and Local Law regarding security of the Facility.
10. **Governing Law**. This Agreement shall be governed and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to the principals of conflicts of law thereof. The Parties expressly waive any defense to enforcement based upon nonconformance with federal law regarding the illegality of marijuana.
11. **Amendments/Waiver**. Amendments or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all Parties, prior to the effective date of the amendment.
12. **Severability**. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both Parties would be substantially or materially prejudiced.
13. **Successors/Assigns**. This Agreement is binding upon the Parties hereto, their successors, assigns and legal representatives. The Municipality shall not assign or transfer any interest or obligations in this Agreement without the prior written consent of the Company, which shall not be unreasonably delayed, conditioned, or withheld. The Company shall not assign or transfer any interest or obligation in this Agreement without the prior written consent of the Municipality, which shall not be unreasonably delayed, conditioned, or withheld.
14. **Entire Agreement**. This Agreement constitutes the entire integrated agreement between the Parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the Parties hereto.

15. **Notices.** Except as otherwise provided herein, any notices given under this Agreement shall be addressed as follows:

To the Municipality:

Town of Wellfleet Board of Select
300 Main Street
Wellfleet, MA 02667

To the Company:

Nature's Alternative, Inc.
2 Seaport Lane, 11th Floor
Boston, Massachusetts 02210

Notice shall be deemed given (a) two (2) business days after the date when it is deposited with the U.S. Post Office, if sent by first class or certified mail, (b) one (1) business day after the date when it is deposited with an overnight courier, if next business day delivery is required, (c) upon the date personal delivery is made, or (d) upon the date when it is sent by facsimile, if the sender receives a facsimile report confirming such delivery has been successful and the sender mails a copy of such notice to the other party by U.S. first-class mail on such date.

*** * * SIGNATURE PAGE FOLLOWS * * ***

IN WITNESS WHEREOF, the Parties hereto have duly executed this Host Community Agreement on the date set forth above.

Town of Wellfleet, by:

Nature's Alternative, Inc.

Name: Janet Reinhart,
Title: Chair, Board of Select

Name:
Title: CEO



BOARD OF SELECTMEN

AGENDA ACTION REQUEST

June 26, 2018

V

BUSINESS – E. Herring River Project MOU

REQUESTED BY:	TA
DESIRED ACTION:	Discussion of Herring River Restoration Liability and Approval of Herring River Restoration
PROPOSED MOTION:	I move to approve the Herring River Restoration Project Memorandum of Understanding between the Towns of Wellfleet and Truro as presented.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____



Herring River Restoration Committee

Wellfleet/Truro, MA

To: Herring River Executive Council
From: Herring River Restoration Committee
Date: February 15, 2018, Revised May 22, 2018
Re: Risk Management for the Herring River Restoration Project

The Herring River Restoration Project (Project) represents a unique opportunity to restore a native Cape Cod salt marsh system and reclaim vast ecological and economic benefits provided by a healthy estuary.

The Project has evolved over more than a decade of careful study and community dialogue, including completion of a comprehensive environmental impact assessment. The Final Environmental Impact Statement/Report (FEIS/R) for the Project, reviewed and approved by Federal agencies and the MA Executive Office of Energy and Environmental Affairs in 2016, incorporates detailed assessment of impacts to environmental, cultural and social factors. This assessment provides the basis for the conservative Project design and implementation approach that maximizes the broad public benefits of restoration while minimizing risks of negative impacts. As described in more detail below:

- A very small portion of the Phase 1 restoration area involves any potential for liability at all. Ninety-five percent of the restoration area in Phase 1 is on land owned by the Cape Cod National Seashore; only two percent is on private residential parcels. All of this land is currently regulated wetlands;
- The Project protects all low-lying public and private structures in the floodplain;
- Wetland and other regulations applicable to the Project allow regulators to approve restoration of tidal hydrology while protecting all structures from flood impacts;
- The Project's proposed changes in hydrology and tidal flow on private property and/or changes in vegetation due to increased salinity resulting from restoration do not constitute a plausible claim for compensatory damages;
- Existing conditions in the estuary involve risk and potential costs to the taxpayers.

Recent letters and email communications circulated by a group called the Herring River Concerned Citizens (Concerned Citizens) have raised claims that the Project is not adequately addressing what the group perceives as significant risks associated with the Project. On February 9th, the Herring River Restoration Committee voted unanimously to send this memorandum to the Herring River Executive Council in order to 1) describe the comprehensive and evidence-based process used by the Project to maximize restoration benefits and guard against unintended impacts to property and natural resources; and

2) respond to specific questions and assertions about project-related risk circulated by the Concerned Citizens.

[1] First, it is important to put the issue of risk into proper context. No project is completely risk-free. There are countless examples of public projects designed to provide broad community benefits such as bridges, dam removals, water and sewer installations, and harbor dredging that carry some degree of risk. In each of these cases, it is incumbent on the project proponents to identify and evaluate the risks that can be reasonably associated with the undertaking, and then to design and implement the project in a manner that minimizes and reasonably manages anticipated risks. Effective risk management must be based on facts and evidence.

[2] The Herring River Restoration Project is taking a serious, comprehensive and evidence-based approach to assessing and mitigating the risks associated with the restoration of tidal flow to the Herring River floodplain. Risk of unintended impacts to public or private structures, infrastructure, natural or cultural resources, and other socioeconomic interests have been identified and carefully evaluated in the approved FEIS/R. As noted above, the FEIS/R incorporates detailed assessment of impacts to environmental, cultural, and social factors, including potential impacts to low-lying roads and properties, views, and shellfish resources, among others. This evaluation of impacts is based on high-accuracy topographical surveys, engineering studies, state-of-the-art monitoring and hydrodynamic modeling, input from national scientific experts, and extensive public and stakeholder engagement. As the Project design has evolved, impact assessments have continued to be refined through ongoing study.

[3] Based on this assessment, significant risk management measures and liability protections have been incorporated directly into the Project's design, operations plans, and governance structure, all of which have been widely and openly discussed to date and will be thoroughly detailed and scrutinized during the Phase 1 permitting process. Environmental permits for Phase 1 will require compliance with an array of Project construction and implementation measures and conditions that will maximize restoration benefits and minimize the risk of adverse effects.

The Project's conservative approach to design and implementation incorporates the following five features:

1. New bridge at Chequessett Neck Road (CNR) will be designed with tide gates to gradually increase tidal range;
2. Additional dikes and tide gates will be installed at Mill Creek and Pole Dike Creek to provide secondary flood protection;
3. Property-specific measures will be installed to prevent impacts to public or private structures from restored tidal flow;
4. High-level oversight of operations and maintenance of new structures will be put in place, with policy and decision-making residing at the community level;
5. As restoration occurs and healthy tidal marsh is restored, the long-term resiliency and flood control function of the coastal floodplain will be enhanced.

Project phasing further limits the potential risk of adverse impacts. During Phase 1, tide gates at CNR bridge and Mill Creek dike will be configured to allow partial tidal flow into the Herring River and Mill Creek up to a maximum water level specified for each respective basin. The Pole Dike Road river crossing will be equipped with a tide gate that allows (outgoing) drainage while preventing any tidal flow from entering Upper Pole Dike Creek. Maximum water levels in all areas of the estuary affected by Phase 1 tidal restoration will be kept below elevations that could impact any structures that are not protected by Phase 1 flood protection measures.

Tidal flow will be restored in specified increments over a number of years through the new CNR and Mill Creek tide gates while the system responses are carefully monitored. The tide gate openings can be reduced at any time if system conditions warrant.

Any proposed future increases in water levels beyond those approved in permits for Phase 1 would require permit amendments or new permits—with full regulatory review and opportunities for public input—as well as agreements with property owners for any necessary flood protection measures.

[4] The effects of Phase 1 tidal restoration are far more limited than has been implied by the Concerned Citizens. All public and private property that will experience tidal restoration under Phase 1 is currently regulated wetlands. Ninety-five percent (535 acres) of the Phase 1 restoration area is owned by the Cape Cod National Seashore. The remaining 5% (31 acres) of the Phase 1 restoration area is privately owned wetland that would experience hydrologic changes (e.g., existing freshwater wetland reverts back to saltwater wetland). Of these 31 acres, 10 are owned by the Chequessett Yacht and Country Club and 8.7 acres are owned by the Wellfleet Conservation Trust. The Project team is working cooperatively with each of these property owners. The remaining 12.3 acres, accounting for 2% of the restoration area, are on portions of 17 residential parcels. Restoration of tidal flow on these properties will not affect any structure (see [5] below) and will not change flood insurance requirements. The extent to which vegetation will change from fresh water to salt-tolerant species within the Phase 1 restoration area will depend on the land elevation and water salinity in any given location. The Project will offer vegetation management services to affected property owners to accelerate the transition to tidal wetlands by removing trees or shrubs from the restoration area on their land.

[5] The Project protects all low-lying public and private structures in the floodplain. The Project has identified five private properties as having structures that may require flood protection measures under Phase 1 restoration: Chequessett Yacht and Country Club (which has entered into a conceptual agreement for flood protection); one property owner currently in negotiations with the Cape Cod National Seashore for a land exchange; and three other property owners with structures that may require flood protection measures. The Project team has engaged these three owners with the goal to develop mutually agreeable flood protection plans for their structures. Two of these property owners indicated that they would not consent to having onsite flood protection measures proposed for their respective properties described in permit applications. As a result, alternative flood protection measures are being incorporated into the project design

that fully protect structures on these two properties and do not require work to be performed on the properties. A third owner has consented to having flood protection measures on their property described in permit applications. The measures, if agreed to, would be funded by the Project and be completed prior to a change in water level that could affect those properties. The flood protection measures will be the subject of a written legal agreement between the property owner and the Town of Wellfleet, as Project proponent.

[6] Wetland and other regulations applicable to the Project allow regulators to approve restoration of tidal hydrology while protecting all structures from flood impacts. The Project is seeking permits under the MA Wetlands Protection Act (WPA) regulations. These and other applicable regulations protect wetlands and the important public interests they serve, including clean water, protection from storm damage, and provision of fisheries, shellfish, and wildlife habitat. For example, the WPA Ecological Restoration Limited Project provisions explicitly allow approval of tidal restoration projects while also ensuring that the “built environment”, including structures and infrastructure, is not impacted by significant increases to flooding and storm damage. In the case of the Herring River, where the estuary and the public interests it supports have become so severely degraded over the past century, the WPA allows regulators to approve the return of tidal flow to revive the damaged river and its wetlands, so long as the proposed work complies with applicable WPA provisions.

[7] The Project’s proposed changes in hydrology and tidal flow on private property, and/or changes in vegetation due to increased salinity resulting from restoration, do not constitute a plausible claim for compensatory damages. The current tidally restricted environment of the Herring River is an artificial condition created by the installation of the CNR dike. Historic tidelands upstream of the dike are still subject to public trust rights and multiple federal, state, and local laws that greatly restrict land use in order to protect public interests. So long as no structures are affected, restoration of healthy tidal wetlands, including restoring freshwater wetlands to saltwater wetlands on private property, does not constitute grounds that would support a claim for compensatory damages. Although some property owners and their counsel may seek to make such claims, the implausibility of such claims, combined with the small number of properties involved, limits the Town’s liability.

[8] All road segments within the Phase 1 restoration area will be raised above maximum restored water levels prior to the restoration of tidal flow that could affect them. Road Improvements will be coordinated with Police, Fire and Departments of Public Works. A temporary traffic bypass will allow traffic/pedestrian/bicycle flow across the CNR bridge throughout construction. The Project will improve low-lying portions of Pole Dike, High Toss, Old County and Bound Brook Island Roads at no direct construction cost to the Town. Construction truck routes will be designed to avoid the downtown business district. Traffic management plans will seek input from local residents, businesses and town departments to ensure the least disruption possible during construction. The Project will repair any construction-related wear and tear on local roads. According to the Wellfleet Department of Public Works

Director, this work will actually save the Town and its taxpayers millions of dollars in needed road repair.

[9] The claims of significant risk and liability that have been widely disseminated by the Concerned Citizens are based on the unsupported premise that the Project entails major risks and potential liabilities. That premise is unsupported because:

- **The scope of Phase 1 restoration is limited almost entirely to federal land, and project effects are limited to existing wetland resource areas and regulated flood zones on relatively small portions of private property.**
- **The Project minimizes risk through an extremely conservative design utilizing modern infrastructure and water management controls.**
- **The Project will employ adaptive management, a structured, science-based decision-making process that helps people effectively and transparently manage large and complex natural resource projects that involve numerous (sometimes competing) objectives, constraints, and inherent uncertainties.** Extensive monitoring and modeling of many environmental factors in the Herring River system has occurred over several years and is ongoing. This information is being used to establish baseline conditions and to predict how the system will respond to reintroduction of tidal flow. As tidal flow is gradually restored through the CNR bridge, water quality, vegetation, tide levels, salinity, sediment movement and many other environmental factors will be monitored and compared with pre-restoration conditions and model-based predictions of how the system is expected to respond. The rate of tidal restoration will be adjusted, and other adaptive management measures will be implemented, based on real-time response of the system and progress toward achieving restoration objectives. The United States Geological Survey (USGS), which helped to design the adaptive management plan for other large-scale restoration projects, is working with the Herring River Restoration Project to design an in-depth Adaptive Management Plan specific to this project.
- **All decisions about changes to tidal flow will be made locally by the Herring River Executive Council with technical input from the Herring River Restoration Committee. Local control means that local concerns can be promptly addressed.**
- **All major infrastructure elements will be funded and constructed before tidal restoration begins; the Phase 1 project budget includes the costs of all flood mitigation measures and appropriate contingency funding for unanticipated costs that could arise during construction and implementation.**

[10] The Concerned Citizens have expressed their opinion that, because they believe the Project risks are so great, the proponents must secure insurance, escrow accounts, and/or other financial resources to cover expenses for what they assert may be extensive property damages, economic losses, and compensable legal claims resulting from the Project. These assertions are not supported by a factual and reasoned analysis of Project risk. While the Concerned Citizens and their representatives have expressed many opinions, legal and otherwise, no material evidence has been presented to substantiate the claim that the Project will create significant risks

and liabilities for damage awards. In contrast, as described above, the Project proponents have generated extensive, credible information supporting the position that the Project's conservative and risk-averse approach to phasing, design, implementation, and governance will create a very low risk of impacts and liabilities that could result in compensable damages.

Furthermore, contrary to claims that have been made by the Concerned Citizens, the effects of the Project will likely improve – not impair – the value of properties abutting the floodplain, while generating significant ecological, social, and economic benefits for the communities and region.

Scenic views will be enhanced

Based on Project modeling of expected changes to vegetation and hydrology, and the observed effects of other coastal habitat restoration projects in the region and nationally, the Project is expected to result in long-term viewscape benefits. These benefits include the ability to observe broad expanses of open water (at high tide), salt marsh, and salt meadows. To reduce aesthetic effects during the temporary marsh transition period, the Project will remove woody vegetation on public lands (and with prior permission on private lands) before trees and shrubs are killed by salt water. This work will be done in stages corresponding the planned increments of tidal restoration.

Evidence supports enhancement—not devaluing—of property values

Other coastal locations in Wellfleet provide many examples of residential and commercial properties in close proximity to intertidal landforms, from mud flat, to open water, to intertidal salt marsh. None of these properties are adversely affected by their close proximity to intertidal areas. To the contrary, the value and rental income potential of properties abutting intertidal areas are typically higher than comparable properties that are not in close proximity to intertidal areas.

Protections for shellfish resources

Extensive scientific studies regarding shellfish resources, water quality and system hydrodynamics conducted for the Herring River Restoration Project support the conclusion that the Project will result in significantly improved shellfish habitat and anticipated reopening and expansion of productive shellfish beds at the river mouth that have been closed due to fecal coliform contamination. Moreover, the claim of potential adverse impacts on shellfish resources caused by sedimentation and poor water quality resulting from the Herring River Restoration Project are not supported by the science. These findings have been reviewed and vetted with the shellfishing community in multiple public venues. Monitoring and modeling will continue both pre- and post-construction to confirm these outcomes.

By restoring twice-daily flushing of the estuary with clean, high-salinity Cape Cod Bay water, the Project will improve water quality, especially near the river mouth, resulting in the reopening and expansion of harvestable oyster beds.

Restoration of hundreds of acres of productive tidal marsh will also increase the flow of suspended organic matter (phytoplankton and organic detritus) into Wellfleet Harbor to fuel filter-feeding shellfish growth. Reopening and expansion of shellfish beds will benefit local shellfishermen, growers and the local economy. Expanding harvestable shellfish beds will help support Wellfleet's economy, which netted one-third of the state's oyster catch in 2014, worth \$4 million per year. This will also help to sustain the roughly 1,400 shellfishing jobs on Cape Cod, many of which are based in Wellfleet.

The Project is committed to continuing to work closely with the Wellfleet Shellfish Advisory Board and other local shellfish interests to answer questions, address concerns, and refine modeling and monitoring programs.

[11] Calls for all Project funding to be in place prior to permitting do not reflect an understanding of the permitting process and how public projects are funded.

The permitting phase is a vetting process in which the Project must demonstrate to the satisfaction of permitting agencies the ability to achieve projected benefits and guard against potential negative impacts. In order for permits to be issued, the Project must demonstrate compliance with all applicable permitting requirements. Most Project funders will be looking for progress toward obtaining required permits as an indication of project viability before awarding funds. In fact, progress in permitting that demonstrates that the Project is at or near being "shovel ready" greatly enhances funding potential. As noted above, all major infrastructure elements will be funded and constructed before tidal restoration begins.

[12] Current degraded conditions in the floodplain pose documented risks to the community and environment. Without the project, the Town of Wellfleet can expect to bear the full cost of repair and eventual replacement of the CNR dike and tide gates. The tide gates are nearing the end of their useful life. Other environmental risks associated with current conditions include:

- Continued closure of shellfish beds upstream and downstream of the CNR dike due to poor water quality;
- Continued listing of Herring River as "impaired" under the Federal Clean Water Act (CWA) Section 303(d) for fecal coliform, low pH, high metal concentrations and fish passage barriers;
- Continued designation of the Chequessett Neck Road Dike by the MA Division of Marine Fisheries as a point source of bacterial contamination of shellfish beds;
- Continued loss of estuarine salt marsh functions which provide critical habitat for fisheries and other wildlife and combat climate change by absorbing and storing carbon from the air (in contrast to the significant amounts of methane the estuary is currently emitting due to lack of tidal circulation);
- Continued loss of opportunities for recreation and education, such as fishing, shellfishing, kayaking, birdwatching, etc., that help bolster the region's economy and quality of life;
- Nuisance mosquito production from vast areas of stagnant freshwater that cannot drain from the wetlands; and

- Continued impediments to river herring migration.

In closing, the Project design and implementation approach maximizes broad public benefits of restoration while minimizing risks of negative impacts and potential for compensable damages. The scope of Phase 1 restoration is almost entirely on federal land and Project effects are limited to existing wetland resource areas and regulated flood zones on relatively small portions of private property. The Project protects all low-lying public and private structures in the floodplain. The potential for risk is further minimized through a conservative design utilizing modern water control infrastructure, local governance of project decision making, and a science-based adaptive management program with extensive monitoring to guide and inform Project implementation. The effects of the Project will likely improve – not impair – the value of properties abutting the floodplain, while generating significant ecological, social, and economic benefits for the communities and region.

Please let us know if you have any questions concerning this information.

Cc:

Wellfleet Board of Selectmen

Truro Board of Selectmen

Hon. Elizabeth Warren

Hon. Edward Markey

Hon. William Keating

Hon. Julian Cyr

Hon. Sarah Peake

Mr. Ronald Amidon, MassDFG

Mr. Jonathan Idman, Cape Cod Commission

Mr. Lealdon Langley, MassDEP

Mr. Don Palladino, Friends of Herring River

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 the vast majority of the work contemplated in Phase I will take place within the Town of Wellfleet on property owned by Cape Cod National Seashore, the Town of Wellfleet or private property owners.

NOW, THEREFORE, the Parties agree as follows:

1. Truro hereby indicates its support for the environmental benefits of the project.
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.

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

Janet Reinhart, Chair

Robert Weinstein, Chair

Helen Miranda-Wilson, Vice Chair

Maureen Burgess, Vice-Chair

Justina Carlson, Clerk

Janet Worthington, Clerk

Jerry Houk, Selectperson

Kristin Reed, Selectperson

Kathleen Bacon, Selectperson

Paul Wisotzky, Selectperson



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
June 26, 2018

V

BUSINESS – F. Consultant Review

REQUESTED BY:	TA
DESIRED ACTION:	Consultant Review
PROPOSED MOTION:	None.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



BOARD OF SELECTMEN

AGENDA ACTION REQUEST

June 26, 2018

VI



TOWN ADMINISTRATOR'S REPORT

TOWN OF WELFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667
Tel (508) 349-0300 Fax (508) 349-0305
www.wellfleetma.org

To: Board of Selectmen
From: Dan Hoort, Town Administrator
Subject: Town Administrator's Report
Date: June 23, 2018

This report is for the period June 10, 2018 through June 23, 2018.

1. General

- Working with Eversource and National Park Service for installation of electric vehicle charging stations.

2. Fiscal Matters

- Year-end transfers coming to BOS at 07/10/18 meeting

3. Meetings

- June 12 – Lili Green
- June 12 - Board of Selectmen meeting
- June 14 – Cape Cod Town Managers Group
- June 14 – MASS DOT presentation on Rte 6 & Main St intersection
- June 15 & 18 – Vacation days
- June 20 – Council on Aging Advisory Board meeting
- June 20 – Wellfleet Planning for the Future meeting
- June 22 – Re-opening of Recreation Building at Baker Field
- June 22 – Conference call with donor of EV Charging Stations

4. Complaints.

- Music from Main Street restaurant after 10pm

5. Miscellaneous.

- Open Meeting Law training being planned for September

6. Personnel Matters:

- Reorganization of Town Hall staff negotiations with WEA

[illegible]



BOARD OF SELECTMEN

AGENDA ACTION REQUEST

June 26, 2018

VIII

CORRESPONDENCE AND VACANCY REPORT

Date: June 22, 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: One application on file		

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		

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		

Conservation Commission (7 Members)

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

Community Preservation Committee (9 Members)

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

Cultural Council (no more than 15 members)



BOARD OF SELECTMEN

AGENDA ACTION REQUEST

June 26, 2018

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

Energy Committee (11 members total)

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

Personnel Board (4 members + TA + FinCom Rep)

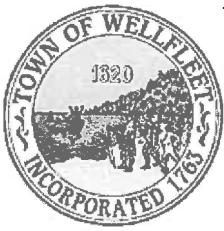
Vacant Positions	Appointing Authority	Length of Term
1 Position	Board of Selectmen	3 years
Requesting Appointment: No applications on file		

Planning Board (7 members)

Vacant Positions	Appointing Authority	Length of Term
2 Positions	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 26, 2018

IX

MINUTES

REQUESTED BY:	Executive Assistant
DESIRED ACTION:	Approval of meeting minutes from 6.12.2018
PROPOSED MOTION:	I move to approve the minutes of 6.12.18 as presented / amended.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

DRAFT

**Wellfleet Select Board Meeting
Tuesday, June 12, 2018, at 6:00 p.m.
Wellfleet Senior Center, 715 Old Kings Highway, Wellfleet MA 02667**

Select Board Members Present: Chair Janet Reinhart - Chair; Helen Miranda Wilson – Vice Chair, Justina Carlson – Clerk, Kathleen Bacon, Jerry Houk.

Also Present: Dan Hoort - Town Administrator, Radu Luca – Executive Assistant to the Town Administrator, Ronald Fisette – Police Chief.

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

I move to enter into 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.**

Motion: Reinhart Second: Wilson

Reinhart yea

Wilson yea

Carlson yea

Bacon yea

Houk yea

Roll Call Vote: 5-0

Houk, Wilson, Reinhart, Bacon and Carlson each said *yea*, and the Select Board suspended the regular meeting.

The Select Board returned to open session and resumed the meeting at 7:03 p.m.

I. 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.

Bacon asked the people who removed the podium from Town Hall on Friday June 1 to please return it. The TA said the podium had been found and that the issue was resolved. Bacon thanked Marianne Nickerson for her 42 years of service to the Town. She also commended the Wellfleet Elementary School kids for the Piece of Peace Day on Friday, June 8.

Reinhart said that with regard for ~~the increased parking fee to charging~~ for parking at White Crest Beach, the BOS doesn't make rash decisions, and that the rates for 3 day and all day stickers all other locations remain the same. She also said she gets more complaints about the Cahoon Hollow intersection in the summer ~~than any other place in town~~, especially regarding bus traffic. She got complaints from people ~~about the buses waiting to shuttle people to the beaches~~ intersection at Cove Rd. She also said that if the increased rates are detrimental, we can always change them back to their original fee. Bacon said she was ~~the Selectman~~ who requested the rates be increased at White Crest beach and that, in the future, our beaches and parking will be our most precious commodity and that it's our duty to maintain them for our residents and summer visitors. Visitors could also choose to park at Marconi (a CCNS beach), ~~for \$20. a day~~. if the lot at White Crest is full or if they can't afford the fee.

Wayne Clough said it's his understanding that ~~expanding the parking lot~~ at White Crest beach has been put on hold and encouraged the TA to invite residents to weigh in with ideas during the beach / parking task force meetings, ~~once that committee gets underway~~.

Nancy Civetta said that one of the biggest goals the TA had put forth was interdepartmental communication and collaboration and that the WSD and the DPW joined efforts to maximize shellfish propagation efforts by adding 202 new quahog clams ~~from Taunton~~ to add to the diversity of shellstock in order to help sustain our shellfishery. She expressed appreciation for the DPW's help. She also said that there will be a talk about the talk at the Wellfleet Historic Society on Wednesday night, the next day, at the Wellfleet Library at 7 pm.

Chief Fisette announced that Selina Austin was named the new dispatcher to fill a vacancy due to retirement ~~of Cheryl Mulligan~~. He also received notification from FEMA announcing that the Town would receive almost \$95k in reimbursements for the blizzard of 2013. The Chief reminded the audience that the Mass DOT presentation on the intersection at Route 6 and Main Street is Thursday night, June 14 at 7 pm at the COA. Bacon asked how the ribbon cutting event was coming along and Chief Fisette said they're looking at something in September. Wilson asked when the WPD will move in there. Chief Fisette said they're looking at the end of June, early July.

Ennie McDonald said she'd been looking for a Community Host Agreement for marijuana cultivation from the BOS. McDonald has had exchanges with various Town staff about this. Wellfleet commercial farms are required to be a minimum of five acres per the Wellfleet Zoning bylaws and that her property is not eligible for that purpose.

Bacon said this is a zoning issue and that in its current Zoning Bylaws, the Town requires five acres of land for the purpose for cultivating. Hoort asked that she work on this matter with the Town Planner.

Wilson said this portion of the meeting is for announcements only and ~~that although this was a worthy discussion, that~~ the Board shouldn't debate any matters that come up.

Thomas announced that the Beach Sticker office would open this coming Saturday, June 16, and it'll be open **9 to 4**, 7 days a week through Labor Day.

II. Licenses

A. Common Victualler

- 1) Bol Organic Acai Bowls 317 Main Street

The venue moved to 317 Main Street underneath the Lighthouse. Bacon wished them best of luck and a great season.

I move to approve the common victualler business license for Bol Organic Acai Bowls.

Motion: Bacon Second: Carlson 5-0-0. Motion carries.

- 2) Joey's Food Truck Baker's Field

Joey Rugo was present before the BOS.

Wilson asked when and if the BOS needed to approve the use of town property associated with this business and asked the TA whether the Selectboard would need to approve the use of Town property. TA said the Town has not asked food trucks businesses to come before the BOS with an application for the use of town property. Suzanne Grout Thomas explained the history for food truck businesses to use the town owned property, which is a contractual relationship between the Town and the business and that Rugo was the successful bidder. Wilson asked whether the contract specifying location, etc, before approving this. Bacon asked whether Rugo met the fire suppression requirements **noted in a memo from Chief Pauley**. Rugo said not yet, but they would be met by opening day.

I move to approve the common victualler business license for Joey's Food Truck.

Motion: Wilson Second: Bacon 5-0-0. Motion carries.

Move to rescind previous motion.

Motion: Wilson Second: Bacon 5-0-0. Motion carries.

I move to approve the common victualler business license for Joey's Food Truck aka Food Truck Gypsy.

Motion: Wilson Second: Bacon 5-0-0. Motion carries.

B. Food Truck

- 1) Joey's Food Truck Bakers Field

Houk asked if the Fire Department's requirements were met. Rugo responded and said he would bring the truck over to Chief Pauley for inspection and approval before opening day.

Wilson asked whether we were needing to sign the contract tonight and was told yes. She asked if the BOH had given Rugo a variance yet and was told no. Rugo said they wouldn't give him

one until he was in operation.

Houk said he would not vote on this matter until he has the go ahead from the Fire Chief.
Wilson said that the truck absolutely can't be at the location until the Fire Chief approves the fire suppression system.

I move to approve the food truck business license for Joey's Food Truck (Food Truck Gypsy) contingent on meeting fire suppression system requirements and approval by Chief Pauley's approval.

Motion: Bacon Second: Wilson 3-2-0. Motion carries.

III. Appointments/Reappointments

A. Cable Advisory Committee Mia Baumgarten 2 vacancies 1 year

Mia Baumgarten addressed the BOS and presented a synopsis of her education and experience.

I move to appoint Mia Baumgarten to the Cable Advisory Committee for a one-year term ending June 30th, 2019.

Motion: Wilson Second: Bacon 5-0-0. Motion carries.

B. Open Space Committee Fred Streams 1 vacancy 1 year

Fred Streams addressed the BOS and presented a short synopsis of his background and experience.

Houk said the BOS and the Town are lucky to have Fred Streams join the OSC.

I move to appoint Fred Streams to the Open Space Committee for a one-year term ending June 30th, 2019.

Motion: Bacon Second: Wilson 5-0-0. Motion carries.

C. Cultural Council Susan Blake 5 vacancies 3 years

Susan Blake could not be present at the meeting.

I move to appoint Susan Blake to the Cultural Council for a three-year term ending June 30th, 2021.

Motion: Bacon Second: Wilson 5-0-0. Motion carries.

D. Reappointment to Comprehensive Wastewater Management Planning Committee George Vanderschmidt 3 years

George Vanderschmidt could not be present at the meeting.

I move to reappoint George Vanderschmidt to the Comprehensive Wastewater Management Planning Committee for a three-year term ending June 30th, 2021.

Motion: Bacon

Second: Wilson

5-0-0. Motion carries.

IV. Use of Town Property

A. Sacred Surf School SUP - Mayo Beach, June 1st – August 31st, 9am – 5 pm

Zach Pawa addressed the BOS and spoke in support of his application. Per the Board's recommendation, Pawa changed the location of the paddle board tours from Mayo Beach to Indian Neck. Bacon is glad Pawa changed the location to Indian Neck instead of Mayo Beach to stay clear of shellfish grants and channels.

I move to approve Zach Pawa's request for use of Town property at Indian Neck 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.

Motion: Bacon

Second: Wilson

5-0-0. Motion carries.

B. Fun Seekers SUP – Various locations, June 13th- Nov 1st

Eric Gustafson addressed the BOS and spoke in support of his application. The Board asked Gustafson if he'd agree changing some of the location for his programs and he said he's willing to work collaboratively with the Town on this matter.

I move to approve the use of White Crest Beach for Fun Seekers SUP at Chipman's Cove, Paine Hollow, Duck Harbor, Long Pond, Great Pond, Indian Neck, Gray Pond and White Crest from June 13th through November 1st, subject to the conditions, if any, as listed on the application.

Motion: Wilson

Second: Bacon

5-0-0. Motion carries.

V. Business

A. Police Station Change Order [Terkanian]

Harry Terkanian addressed the BOS and presented an update to the project. None of the change orders to date had changed the initial completion date. **More money had been requested by the contractor.** There have been some complications with regard to the lift, **the second floor which was not level, what the west and south walls were originally constructed out of, and that they were in places, not sitting on the foundation. These were conditions that were unforeseen.** The anticipated completion date is June 28 and this change **order** ~~over~~ is a resolution that the Building Committee recommended by a 5-0 vote. **Richard Pomeroy, the Town's project said that the contingency fund was there for this kind of situation.**

Houk asked whether the contractor had the floor fixed when they discovered that the floor was uneven. Terkanian responded and said the original proposal was to do the

entire floor all over again for \$40,000, but the **original concrete floor** had not been poured square and this issue was not discoverable during the initial inspection. **The chief architect, Tod Costa went into some detail as to how this was corrected. Terkanian clarified that this was not included in the contract because it was unforeseen.**

I move to approve the Police Station Change Order per the Building and Needs Assessment Committee's recommendation.

Motion: Bacon

Second: Carlson

5-0-0. Motion carries.

B. Approval of award of Shellfish Grant [Shellfish Constable]

Civetta said that this was the first time in the history of the grant program, a grant was returned to the Town and is about to be awarded to ~~the~~ **Justin** Lynch family tonight. Lynch also asked the BOS **about the process of adding another licensee to the lease.** ~~given the extensive acreage of the grant~~ The board collectively agreed that was not an issue.

I move to approve the award of Shellfish Grant #01-05 to Justin Lynch for one year per the Shellfish Constable's recommendation.

Motion: Bacon

Second: Wilson

5-0-0. Motion carries.

C. Decision on permit suspension duration for Jackie Bassett for violation of Wellfleet Shellfish Policy and Regulations Section 4.9 Poaching [Shellfish Constable]

Civetta said Jackie Bassett had been present, but he had to leave because of a time constraint.

Wilson clarified that the BOS is the regulatory body Regulations and is the one that decides the length of a suspension, but the Shellfish Constable is the one responsible for enforcing them. **She read 11.8. Civetta said that she said that she was doing it under 11.6. and that she had already a levied a fine because it was poaching, a serious violation but it was his first offense.**

Bacon is sorry that this happened, but she made a commitment to support the Shellfish Constable when she joined the BOS; she said that the law is the law and this is poaching. Civetta said the WSD doesn't take this decision lightly because someone's livelihood is at stake here.

Houk asked whether this suspension was for 7 consecutive days. The answer was yes, **7 straight days.**

Mike Kubiak asked what the value of the suspension would be on average. At \$.50/piece / 250 pieces / day totals up to \$1,500. **Civetta said it depended on**

I move to suspend Jackie Bassett's commercial shellfish permit, for seven days from June 13th through June 19, inclusive, for being in violation of the Wellfleet Shellfish

Policy and Regulations Section 4.9 Poaching, per the Shellfish Constable's recommendation.

Motion: Wilson
abstained.

Second: Bacon

4-0-1. Motion carries. Carlson

Carlson said she was abstaining because her partner was a shellfisherman, and that she was uncertain as to whether she should act on this or not at that time.

D. Appointment of Seasonal Shellfish Dept. employee [Shellfish Constable]

Civetta introduced Andrew Ryan to the BOS and recommended he be appointed as a season, part-time employee to the WSD.

Bacon welcomed Ryan aboard. Wilson and Houk emphasized Ryan's education and resume, respectively.

Civetta clarified that he had started work on June 6th. Hoort said that because he has some enforcement duties, he had to be appointed by the Board. Janet clarified that recusals should happen at the beginning of an agenda item.

I move to appoint Andrew B. Ryan as a seasonal, part-time employee from June 1st through October 20th, 2018 and from May 20th through June 30th, 2019 per the Shellfish Constable's recommendation.

Motion: Bacon
abstained.

Second: Wilson

4-0-1. Motion carries. Carlson

E. Review and signing of easement for 15 Harding Lane [TA]

The TA explained the history behind the Easement agreement, which had been voted at Town Meeting.

I move to approve the easement for 15 Harding Lane.

Motion: Bacon

Second: Wilson

5-0-0. Motion carries.

**F. Global Covenant of Mayors for Climate & Energy Commitment Letter
[Robert Shapiro]**

The BOS took Business F. out of order and discussed it before Business E.

Robert Shapiro addressed the BOS and spoke in support of the Board's approving the letter. Shapiro told the BOS he would be the one to be responsible for the reporting back and managing the work associated with this commitment. He explained that this was a way to having access to "tools" to collect and process data for free for honoring this covenant. That the process was similar to the Green Communities Act – that there was no consequence to not to report what's asked for in the covenant.

Wilson asked about the initials ICLEI and what they stand for. Shapiro said they stand for "International Council for Local Environmental Initiatives." Wilson asked whether Shapiro was backed by the **rest of the** Energy Committee, **with Shapiro taking the lead** . ~~and that this wasn't a one-person endeavor.~~ The answer is yes, the Energy Committee supports this effort and Shapiro expects at least one other person from the EC to help.

I move to approve the Global Covenant of Mayors for Climate & Energy Commitment Letter per the Energy Committee's recommendation.

Motion: Bacon

Second: Wilson

5-0-0. Motion carries.

G. Approval of Herring River Restoration Project MOU between Wellfleet & Truro [TA]

The TA presented ~~an update on~~ the MOU and mentioned that Truro would not be involved in Phase 1 of the project since it does not pertain to them.

Wilson spoke as a member of the Selectboard, who's well aware of the project, **not as an appointee to the Executive Council**. She highlighted some issues with the current language included in the MOU. **For one thing, truro does have property that is included in Phase One. She said that she would bring it up at the Herring River Restoration committee meeting.**

Reinhart suggested Wilson addressed her concerns at the Herring River Restoration Committee meeting and then meet with the TA. Hoort said the signing of the MOU is not time sensitive and that he would meet with Wilson and address her concerns. Wilson also thinks this is an MOU that should probably be **decided** by the Executive Council **and that** .

Paul Faxon, **a resident who is also on the HRRP Stakeholders group**, addressed the BOS from the audience and spoke in support of postponing this MOU and how it's currently drafted and raised a series of questions **that were raised by this proposal, and highlighted the fact that K and P was jointly representing both towns.**

Bacon said that the Cape Cod Advisory Commiission would meet on Monday, June 20th and that the Herring River Restoration ~~Committee~~ **Project** is on the agenda.

Houk would like to thank Paxon for his suggestions and comments and that considering Don Palladino's passing, would like to bring Gary Joseph, the current chair of the HRRC, before the BOS for an update.

No action was taken on this item.

H. Approval of Cahoon Hollow parking lot lease [TA]

Wilson asked when the renter's fees mentioned in the contract would be run by the BOS. Hoort said if the fees would be different from what the Town charges, that would be brought before the BOS for approval. Wilson also said that the number of potties should be seasonally appropriate and **as specified by the Beach Administrator**. Houk said that the potty contractor (Matthew Frazier) was aware of how many potties might be needed at any given time. **Carlson asked about the expense and that not having that defined could be a problem. Hoort said that the service was subject to prevailing wages. Wilson clarified that the BOH had some jurisdiction over this matter.**

I move to approve the lease for Cahoon Hollow Parking Lot as presented by the Town Administrator.

Motion: Bacon

Second: Wilson

5-0-0. Motion carries.

**I. Approval of portable restrooms contract for Baker Field recreation area.
[TA]**

TA said the people would be using the regular portable restrooms, **as in previous years**, that would come from MA Frazier.

No action was taken on this item.

VI. Town Administrator's Report

Wilson asked about the Staff Parking Task Force. The TA said he invited all Department Heads for an initial meeting on what should be addressed, moving forward. **The Marina Advisory Committee could host these meetings.**

Bacon inquired about the executed contract for waste and single stream recycling. The TA said this was a pilot program that we're trying for one year at the beaches. The TA said we're also looking at educational programs for better recycling practices. Bacon said that China is no longer accepting recycling from the US and that Dennis is no longer recycling at all. Wilson said there might be other markets for accepting our recycling, that **we could improve the quality of our material** by rinsing out cans,

etc., **and that people on municipal water systems** could rinse out recyclable items **with gray water**. Reinhart said that part of this issue could be addressed through education. Bacon said that if we will not be doing recycling anymore and if we started incinerating our waste from now on there might not be a need for our purple bags. Houk thinks the same rules should apply to everyone with regard to the purple bag policy and asked the TA whether we're currently doing recycling at our beaches. The TA responded and said yes, the town would have recycling bins at the beaches this summer.

VII. Topics for Future Discussion

Reinhart said that on June 20th there would be a meeting of the BOS with the Town's department heads and committee chairs and she would like the public to join and listen. The meeting will use the Comprehensive Plan to discuss our needs pertaining to water, waste water, the marina, housing, recycling, etc. Wilson would like to have a memo and invitation drafted and sent to all boards and committees. Wilson would like to start a discussion about the process of how to form a new Waste Water Authority ~~hire a person~~ **subject an entity** required by Section 208. **Reinhart said that the meeting would help to move the Comprehensive Plan (which has not yet been completed) forward. Bacon felt that the Plan should be completed first and that it might be the forum for this. Wilson supported different municipal groups alerting each other when they were acting on matters that overlapped.**

VIII. Correspondence and Vacancy Report

Bacon addressed a complaint regarding a driveway in town and the TA clarified this was a dispute among neighbors and that the Town doesn't have jurisdiction over that piece of land.

IX. Minutes

I move to approve the minutes from 5.22.2018 as amended.

Motion: Wilson

Second: Bacon

4-0-0. Motion carries. Houk

was absent for this.

X. Adjournment

I move to adjourn.

Motion: Bacon

Second: Wilson

4-0-0. Motion carries. Houk was

absent for this vote.

The meeting was adjourned at 9:35 pm.

Respectfully submitted,

Radu D. Luca,

Executive Assistant to the Town Administrator

Public Records Material of 6/12/18

1. Application for Food Truck business license - Joey's Food Truck (May 2, 2018)
2. Application for Town Boards – Mia Baumgarten to Cable Advisory Board
3. Application for Town Boards – Fred Streams to Open Space Committee (May 18, 2018)

4. Application for Town Boards – Susan Blake to Cultural Council (May 21, 2018)
5. Application for Town Boards – George Vanderschmidt to Comprehensive Wastewater Management Planning Committee (reappointment)
6. Application for Use of Town Property – Sacred Surf School
7. Application for Use of Town Property – Fun Seekers (May 11, 2018)
8. Police Station Change Order (June 5, 2018)
9. Memo – Shellfish Constable to BOS – Approval of award of shellfish grant license #01-05 (June 6, 2018)
10. Memo – Shellfish Constable to BOS – Decision on permit suspension for poaching (June 6, 2018)
11. Memo – Shellfish Constable to BOS – WSD FY2019 Part-time, seasonal hire (June 5, 2018)
12. Easement Agreement – 15 Harding Lane, Wellfleet
13. Letter of Commitment – Global Covenant of Mayors for Climate & Energy
14. MOU – Herring River Restoration Project
15. Lease Agreement – Cahoon Hollow Parking Lot
16. Contract Agreement – Bakers Field Restrooms
17. Correspondence & Vacancy Report – Principal Clerk (June 8, 2018)
18. Draft BOS Minutes from 5.22.18 – Secretary



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
June 26, 2018

X

ADJOURNMENT

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