



## Board of Selectmen

The Wellfleet Board of Selectmen will hold a public meeting on **Tuesday, January 23, 2018, at 6:00 p.m. at the Wellfleet Senior Center, 715 Old Kings Highway, Wellfleet, MA 02667.** *It is anticipated that the meeting will be recorded by the Town. Anyone else desiring to record the meeting may do so only after notifying the chair and may not interfere with the conduct of the meeting in doing so.*

**I. 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. Budget Review:**

- A. Beach Program
- B. Council on Aging
- C. Human Services Grants
- D. Library
- E. Recreation

**III. Public Hearing(s) 7:00pm**

- A. Change to Beach Regulations (including an overview of the condition of Town beaches)

**IV. Licenses**

- A. Contract Renewal and Food Truck License Renewal Application

- Leaside Café

- B. Common Victualler:

- Lighthouse
  - Leaside Café
  - Wellfleet Beachcomber

- C. Weekly Entertainment

- Lighthouse
  - Wellfleet Beachcomber

**V. Appointments/Reappointments**

- A. Carol Ubriaco – Historical Commission
- B. Sylvia Smith – Personnel Board
- C. C. Wilson Sullivan – Council on Aging Advisory Board

**VI. Use of Town Property**

- A. Ragnar Events, LLC – Mike Dionne
- B. Wellfleet Gardeners – Karen Kaminski

**VII. Business**

- A. Approval of Septic System Easement at 15 Kendrick Avenue (ATA)
- B. Approval of letter thanking State legislators for securing propagation funds (Shellfish Constable)
- C. Acceptance of propagation grant from Wellfleet SPAT (Shellfish Constable)

RECEIVED  
2018 JAN 19 4 42 PM  
TOWN CLERK  
TOWN OF WELFLEET

- D. Update from Energy Committee on landfill and potential approval of CVEC proposal on net-metering options for town energy usage
- E. Community Housing Resource, Inc. award request of Community Development Block Grant Program Income to 250 Gull Pond Road Rental Housing Development of \$75,352 (CHR)
- F. Acceptance of 2018 IRS rate (TA)
- G. Approval of 2017 Board of Selectmen Annual Report (TA)
- H. Update, review and approval of tax bill insert for the Outer Cape Energize Program (Energy Committee)

**VIII. Town Administrator's Report**

**IX. Topics for Future Discussion**

**X. Correspondence and Vacancy Report**

**XI. Minutes**

- A. Meeting minutes from 12/19/2017 (Joint meeting with the Finance Committee)
- B. Meeting minutes from 1/9/2018



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
January 23, 2018

**II**

### BUDGET REVIEW – A. Beach Program

<b>REQUESTED BY:</b>	<b>Town Administrator</b>
<b>DESIRED ACTION:</b>	<b>Review of the FY2019 Beach Program Budget Request</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the FY2019 Beach Program Budget as presented.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):  
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

FY 2019

Culture and Recreation

699 Beach Program

		FY 2017	FY 2017	FY 2018	FY 2019	FY 2019
		Budget	Actual	Budget	Dept	TA Budget
<b>PERSONNEL:</b>						
A-1	S&W - Full-time	0	0	0	0	0
A-2	S&W - Part-time	4,500	4,500	5,000	5,000	5,000
A-3	S&W - Seasonal/Temp.	220,155	231,040	233,155	237,818	237,818
A-4	S&W - Longevity	10,000	10,797	12,000	12,000	12,000
A-5	Vacation Buyout	0	0	0	0	0
<b>Total Personnel</b>		<b>234,655</b>	<b>246,337</b>	<b>250,155</b>	<b>254,818</b>	<b>254,818</b>
<b>OPERATING EXPENSES</b>						
B-1	Contract Services	1,700	14,888	2,500	2,500	2,500
B-2	Portables	36,000	26,036	25,000	63,000	63,000
B-3	Telephone	500	483	500	500	500
B-4	Postage	200	196	200	200	200
B-5	Printing	5,700	4,142	6,300	5,500	5,500
B-6	Office Supplies	1,000	951	1,000	1,200	1,200
B-7	Rep & Maint. Supplies	250	2,811	1,000	3,000	3,000
B-8	Gasoline	200	133	200	200	200
B-9	Medical Supplies	1,000	701	1,000	1,000	1,000
B-10	Other Supplies	1,000	265	0	1,000	1,000
B-11	Uniforms	4,500	12,210	4,500	6,000	6,000
B-12	Recreational Supplies	1,000	101	1,000	1,000	1,000
B-13	Travel	10,000	5,209	8,000	8,000	8,000
B-14	Dues/Licenses/Fees	500	385	1,300	1,300	1,300
B-15	Credit Card Fees	17,000	15,421	17,000	17,500	17,500
B-16	Miscellaneous	2,000	1,500	2,000	2,000	2,000
B-17	Small Equipment	3,700	5,814	2,500	4,000	4,000
<b>Total Operating</b>		<b>86,250</b>	<b>91,246</b>	<b>74,000</b>	<b>117,900</b>	<b>117,900</b>
<b>Total Department</b>		<b>320,905</b>	<b>337,583</b>	<b>324,155</b>	<b>372,718</b>	<b>372,718</b>



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
January 23, 2018

# II

### BUDGET REVIEW – B. Council on Aging

<b>REQUESTED BY:</b>	<b>Town Administrator</b>
<b>DESIRED ACTION:</b>	<b>Review of the FY2019 Council on Aging Budget Request</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the FY2019 Council on Aging as presented.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):  
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

FY 2019

Human Services

541 Council on Aging

		FY 2017	FY 2017	FY 2018	FY 2019	FY 2019
		Budget	Actual	Budget	Dept	TA Budget
<b>PERSONNEL:</b>						
A-1	S&W - Full-time	132,548	134,650	139,973	143,471	143,471
A-2	S&W - Part-time	38,920	37,910	39,504	40,294	40,294
A-3	S&W - Longevity	3,350	5,500	5,700	6,000	6,000
A-4	Health Ins Stipend	3,332	3,332	0	0	0
A-5	Vacation Buyout	0	1,974	0	0	0
<b>Total Personnel</b>		<b>178,150</b>	<b>183,366</b>	<b>185,177</b>	<b>189,765</b>	<b>189,765</b>
<b>OPERATING EXPENSES</b>						
B-1	Service Contract-Copier	1,800	2,561	2,600	2,600	2,600
B-2	Contract Services	3,000	6,669	7,000	11,000	11,000
B-3	Health Serv Contract	11,500	10,370	12,500	12,500	12,500
B-4	Telephone	2,850	3,249	3,900	3,900	3,900
B-5	Postage	1,000	241	500	500	500
B-6	Office Supplies	2,500	2,367	2,500	2,500	2,500
B-7	Custodial Supplies	300	165	250	250	250
B-8	Food Supplies	12,500	13,645	17,500	15,000	15,000
B-9	Field Supplies	600	48	0	0	0
B-10	Travel	350	93	350	500	500
B-11	Dues/Memberships	0	196	255	275	275
<b>Total Operating</b>		<b>36,400</b>	<b>39,604</b>	<b>47,355</b>	<b>49,025</b>	<b>49,025</b>
<b>Total Department</b>		<b>214,550</b>	<b>222,970</b>	<b>232,532</b>	<b>238,790</b>	<b>238,790</b>



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
January 23, 2018

# II

### BUDGET REVIEW – C. Human Services Grant

<b>REQUESTED BY:</b>	Town Administrator
<b>DESIRED ACTION:</b>	Review of the FY2019 Human Services Grant Budget Request
<b>PROPOSED MOTION:</b>	I move to approve the FY2019 Human Services Grant Budget as presented.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

FY 2019

Human Services - Other

## 520 Human Services Grants

	FY 2017	FY 2017	FY 2018	FY 2019	FY 2019
	Budget	Actual	Budget	Dept	TA Budget
<b>OPERATING EXPENSES</b>					
B-1 Navigator Program	0	0	25,000	25,000	25,000
B-2 AIDS Support	2,000	2,000	2,500	2,500	2,500
B-3 Wflt Montessori Preschoc	3,000	3,000	4,000	4,000	4,000
B-4 Mustard Seed Kitchen	4,000	4,000	5,000	5,000	5,000
B-5 The Childrens Place	10,000	10,000	10,000	10,000	10,000
B-6 Wflt Child Care	4,000	4,000	4,000	4,000	4,000
B-7 Tuition for 4 Yr Olds	100,000	104,680	100,000	100,000	100,000
B-8 Alzheimers Family Supp.	2,000	2,000	5,000	5,000	5,000
B-9 Meals on Wheels	1,000	1,000	1,500	1,500	1,500
B-10 Coastal Cty Legal Servies	2,000	2,000	2,000	2,000	2,000
B-11 Independence House	2,000	2,000	3,000	3,000	3,000
B-12 Helping our Women	4,000	4,000	4,000	4,000	4,000
B-13 Homeless Prevention Cou	10,000	10,000	14,000	14,000	14,000
B-14 Lower Cape Outreach	7,000	7,000	7,000	7,000	7,000
MASS-A-Peal, Inc	4,500	4,500	4,500	4,500	4,500
B-15 Consumer Asst Council	300	300			
B-16 Gosnold, Inc	10,000	10,000	13,500	13,500	13,500
Outer Cape Health Serv	8,660	8,660			
B-17 Unallocated	31,540				
<b>Total Department</b>	<b>206,000</b>	<b>179,140</b>	<b>205,000</b>	<b>205,000</b>	<b>205,000</b>





## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
January 23, 2018

# II

### BUDGET REVIEW – D. Library

<b>REQUESTED BY:</b>	<b>Town Administrator</b>
<b>DESIRED ACTION:</b>	<b>Review of the FY2019 Library Budget Request</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the FY2019 Library Budget as presented.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):  
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

**FY 2019**  
**Culture and Recreation**  
**610 Library**

	FY 2017	FY 2017	FY 2018	FY 2019	FY 2019
	Budget	Actual	Budget	Dept	TA Budget
<b>PERSONNEL:</b>					
A-1 S&W - Full-time	215,872	225,322	271,832	278,627	278,627
A-2 S&W - Part-time	74,590	72,446	49,567	50,806	50,806
A-3 S&W - Temporary	4,000	567	4,000	4,000	4,000
A-4 S&W - Longevity	1,800	2,750	3,375	3,913	3,913
A-5 Health Ins Stipend	593	593	0	0	0
<b>Total Personnel</b>	<b>296,855</b>	<b>301,678</b>	<b>328,774</b>	<b>337,346</b>	<b>337,346</b>
<b>OPERATING EXPENSES</b>					
B-1 Contract - CLAMS	25,512	23,604	25,000	26,500	26,500
B-2 Contract Services	1,600	1,654	1,600	1,600	1,600
B-3 Telephone	1,500	1,509	1,500	1,500	1,500
B-4 Postage	450	245	450	450	450
B-5 Advertising	250	0	250	250	250
B-6 Office Supplies	8,500	8,030	8,500	8,750	8,750
B-7 Periodicals	9,000	8,301	9,000	9,000	9,000
B-8 Books	42,000	43,232	42,000	43,000	43,000
B-9 Non Print Materials	24,000	23,248	24,000	25,000	25,000
B-10 Travel	300	319	300	1,000	1,000
B-11 Dues/Memberships	50	0	50	0	0
B-12 Small Equipment	0	0	0	5,000	5,000
<b>Total Operating</b>	<b>113,162</b>	<b>110,142</b>	<b>112,650</b>	<b>122,050</b>	<b>122,050</b>
<b>Total Department</b>	<b>410,017</b>	<b>411,820</b>	<b>441,424</b>	<b>459,396</b>	<b>459,396</b>



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
January 23, 2018

# II

### BUDGET REVIEW – E. Recreation

<b>REQUESTED BY:</b>	Town Administrator
<b>DESIRED ACTION:</b>	Review of the FY2019 Recreation Budget Request
<b>PROPOSED MOTION:</b>	I move to approve the FY2019 Recreation Budget as presented.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):  
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

Town of Wellfleet Budget Request

FY 2019  
FY 2019 Budget Request  
630 Recreation

		FY 2017	FY 2017	FY 2018	FY 2019	FY 2019
		Budget	Actual	Budget	Dept	TA Budget
<b>PERSONNEL:</b>						
A-1	S&W - Full-time	114,510	116,924	121,523	124,562	124,562
A-2	S&W - Part-time	0	8,564	0	0	0
A-3	S&W - Seasonal/Temporary	91,486	71,233	92,920	114,594	108,995
A-4	S&W - Longevity	1,850	3,100	3,200	3,400	3,400
A-5	Vacation Buyout	0	4,467	0	0	0
<b>Total Personnel</b>		<b>207,846</b>	<b>204,288</b>	<b>217,643</b>	<b>242,556</b>	<b>236,957</b>
<b>OPERATING EXPENSES</b>						
B-1	Contract Services	34,443	39,673	32,997	33,963	31,963
B-2	Education & Training	600	850	600	600	600
B-3	League Tourney Exp.	4,000	2,782	4,000	4,000	0
B-4	Field Trips	500	250	500	500	500
B-5	Bouse House	5,000	4,066	5,000	12,000	12,000
B-6	Ice Time	700	823	700	700	700
B-7	Telephone	120	804	277	277	277
B-8	Postage	0	36	36	36	36
B-9	Printing	800	866	800	1,200	1,200
B-10	Office Supplies	300	538	300	300	300
B-11	Gasoline	273	39	273	273	273
B-12	Medical Supplies	300	0	300	400	400
B-13	Other Supplies	300	248	300	300	300
B-14	Uniforms	4,500	4,509	4,500	4,500	4,500
B-15	Recreational Supplies	4,000	4,104	4,000	4,000	4,000
B-16	Road Race Supplies	10,000	8,977	10,000	10,000	10,000
B-17	Bakers Field Supplies	2,000	2,052	2,500	2,500	2,500
B-18	Holiday Supplies	1,000	628	1,000	1,000	1,000
B-19	League Tourney Supplies	1,500	1,119	1,500	1,500	1,500
B-20	Dues/Memberships	650	0	650	650	650
B-21	Other Charges	450	450	450	450	450
B-22	Small Equipment	300	827	2,300	2,000	2,000
<b>Total Operating</b>		<b>71,736</b>	<b>73,641</b>	<b>72,983</b>	<b>81,149</b>	<b>75,149</b>
<b>Total Department</b>		<b>279,582</b>	<b>277,929</b>	<b>290,626</b>	<b>323,705</b>	<b>312,106</b>



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
January 23, 2018

III

### PUBLIC HEARING – A. Beach Regulations

<b>REQUESTED BY:</b>	<b>Community Services Director</b>
<b>DESIRED ACTION:</b>	<b>Change to Beach Regulations (including discussion of overview of the condition of Town beaches)</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the change to Beach Regulations as presented, effective immediately.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

**TOWN OF WELFLEET  
BEACH RULES AND REGULATIONS**

**Amended 12/18/00, 02/24/03, 01/27/04, 05/11/04, 06/13/06, 06/26/07, 03/24/09, 1/26/10,  
2/22/11, 8/14/2012, 2/26/2013, 4/22/2014, 5/10/2016, 4/11/2017**

**1. Authority**

The Board of Selectmen of the Town of Wellfleet, MA, has adopted the following rules and regulations pertaining to the use of all Town-owned landing places and beaches within the Town of Wellfleet pursuant to the provisions of Mass. General Laws, Chapter 88, Section 19, Chapter 21, subsection (1) and Chapter 90B, Section 15(b) and any amendments thereof.

**2. Purpose and Intent**

The purpose and intent of these regulations is to establish requirements for the orderly use of the bathing beaches and associated parking areas owned by the Town of Wellfleet to protect the health and safety of the public and to preserve and protect the resource areas covered by these regulations. A list of the applicable bathing beaches within the Town of Wellfleet is attached hereto and incorporated by reference herein.

**3. Definition:** "Summer season" is the period between the third Saturday in June through Labor Day between the hours of 9:00 am and 5:00 pm. (amended 02/27/07)

**4. Parking**

Any motor vehicle parked at a Town landing place or beach or on Nauset Road in the marked area during the summer season must clearly display a valid parking permit.

B. The permit must be attached to the upper part of the exterior of the rearmost side window on the driver's side of the vehicle.

C. Any motor vehicle without a rear side window shall clearly display its permit on the upper portion of the driver's side window.

D. Parking permits will not be issued to Dealer Plates.

E. Parking without a valid permit may be authorized only by the Director of Community Services. (amended 02/24/03, 01/27/04, 11/20/09)

F. All Town landing places and beaches shall be closed to parking between the hours of midnight and one half hour before sunrise each day from June 1 to October 1 except to those persons actively engaged in fishing.

G. No trailers or overnight campers are allowed to park in beach areas or Town parking areas between midnight and one half hour before sunrise from June 1 to October 1 except for those persons actively engaged in fishing.

**5. Prohibitions**

A. Fishing or surf casting, water skiing and use of personal watercraft -are prohibited within 500 feet of all Town landing areas during the summer season. Personal watercraft are prohibited in any Town-owned parking lots or on any Town- owned beaches (amended 01/27/04)

B. Surfing is prohibited during the summer season on the guarded portion of the beaches at Newcomb Hollow, Cahoon Hollow or Maguire Landing at LeCount Hollow when the lifeguards are

F. Domesticated animals shall be kept away from bathers at all town landings and beaches at all times.

G. Domesticated animals are not allowed in the following freshwater ponds or on the beaches of these ponds: Gull Pond, Long Pond, Great Pond, Duck Pond, Higgins Pond, the Sluiceway, Spectacle Pond, or Dyer Pond from May 15<sup>th</sup> through October 15<sup>th</sup>. (amended 03/24/09)

## 7. Lessons and Events

A. Permission to Use Town Property must be obtained from the Wellfleet Board of Selectmen to use a Town beach or landing for the purposes of:

- giving lessons of any kind;
- conducting canoe or kayak tours
- ~~or~~ holding events.

Liability insurance naming the Town of Wellfleet as an additional insured in the amount of \$1,000,000 is required. A fee may be required by the Board of Selectmen. All surfing lessons and surfing competitions shall be limited to White Crest Beach and adjacent parking lots. (amended 06/13/06, 03/24/09)

B. Activities at Gull Pond are limited to:

- a. Swimming Lessons conducted by the Recreation Department
- b. Extended Day Summer Recreation conducted by the Recreation Department
- c. Supervised canoe and kayak tours by the Cape Cod National Seashore or by the Mass Audubon

Formatted: Bulleted + Level: 1 + Aligned at: 0.25" +  
Indent at: 0.5"

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Tab after: 0.25" + Indent at: 0.25"

Formatted: Numbered + Level: 2 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0.75"

## 8. Enforcement Penalties

### A. Criminal Complaint

Whoever violates any of the above rules and regulations shall be punished by a fine of not more than fifty (\$50) for each offense. If the payment for such a fine is not received by the Town within three weeks from the date of the violation, the violator shall lose the right to obtain or use a Wellfleet Beach Parking Permit. A violation of each specific rule or regulation shall be deemed a separate offense and each day on which a violation occurs or continues shall be deemed a separate offense, subject to the penalties stated herein. (amended 03/24/09)

### B. Non-Criminal Disposition

As an alternative to initiating criminal proceeding pursuant to subsection A above, the enforcing agent may dispose of a violation of these rules and regulations pursuant to the following procedures. Whoever violated any provision of these rules and regulations may, in the discretion of officers of the Wellfleet Police Department, Beach Administrator, Beach Guard Captain, Head Lifeguard, Harbormaster, Assistant Harbormaster, Health and Conservation Agent, Assistant Health and Conservation Agent, Shellfish Constable, Deputy Shellfish Constables, Animal Control Officer or member of the Board of Selectmen be penalized by a non-criminal complaint pursuant to the provisions of M.G.L Chapter 40, Section 21D. Whoever violates any rule or regulation as stated above shall be subject to a fine of not more than fifty (\$50) for each separate offense. If the payment for such a fine is not received by the Town within three weeks from the date of the violation, the violator shall lose the right to obtain or use a Wellfleet Beach Fire Permit or a Wellfleet Beach Parking Permit. A violation of each specific rule or regulation shall be deemed a separate offense, and each day on which a violation occurs or continues shall be deemed a separate offense, subject to the



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
January 23, 2018

# IV

### LICENSES – A

<b>REQUESTED BY:</b>	Licensing Clerk
<b>DESIRED ACTION:</b>	Approval of License Renewals
<b>PROPOSED MOTION:</b>	I move to approve the Food Truck Contract Renewal and Food Truck Permit Renewal Application for Leaside Café.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):  
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____





## BOARD OF SELECTMEN

### AGENDA ACTION REQUEST

January 23, 2018

---

---

#### MEMORANDUM

---

---

**TO:** BOARD OF SELECTMEN  
**FROM:** ASSISTANT TOWN ADMINISTRATOR  
**SUBJECT:** FOOD TRUCK CONTRACT AND PERMIT RENEWAL – MURRO VAN METER – NEWCOMB HOLLOW BEACH  
**DATE:** 1/18/2018  
**CC:** TOWN ADMINISTRATOR

---

Mr. Van Meter is in good standing with the Town of Wellfleet. He would like to request the Town to exercise its option to renew his Food Truck permit to operate and to renew his contract to provide services at Newcomb Hollow Beach for 2017. The fee for this renewal is set at \$5,200.

Here is the part of the contract regarding the Town option to renew: "The Town, at its option, shall have the right to renew this contract annually for up to two additional years at the same bid price. In determining whether to exercise said extension at the same price for an additional year the Town will consider the performance of the lessee during the prior year. Payment of the concession fee by the lessee shall be made within ten (10) calendar days of the notice of renewal."



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
January 23, 2018



### **TOWN OF WELLFLEET**

BEACH CONCESSION  
Newcomb Hollow Beach  
2018 Renewal

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Town of Wellfleet and its Board of Selectmen, hereinafter referred to as the lessor, and **Murro Van Meter d/b/a The Leaside Café** with a mailing address of 105 Aunt Sally's Way, Wellfleet, MA 02667 and hereinafter referred to as the lessee; WITNESSETH:

The LESSOR agrees to let and lease to the LESSEE a 15' x 20' (300 sq. ft.) area, at the northeast corner of the parking lot, of Newcomb Hollow Beach for the sole purpose of operating a concession.

Concession Unit must meet all requirements including but not limited to those of the Board of Health, Building Inspector and Board of Selectmen (i.e. roadworthy, safe, insured, sanitary).

The term of the lease shall be for the period **commencing May 25, 2018 and expiring November 3, 2018** and shall conform to the following specifications:

#### Specifications

1. The concession vehicle must meet the State Sanitary Code Chapter X Minimum Standards for Food Establishments, 105 CMR 590.009 Mobile Food Units and Pushcarts and be legally road worthy. Towed concession vehicles are permitted.
2. The Concession Unit must meet all local requirements including but not limited to those of the Board of Health. The lessee will need to complete a Beach Concession Food Permit Application and a separate Food Service Establishment Application.
3. The Concession Unit shall be large enough to meet the demand of the area that it intends to serve but in no case shall be larger than area described in property description.
4. This agreement authorizes Lessee to vend only in the area outlined in the property description and not in any other areas of the Town.
5. Lessee shall furnish electricity and other utilities. The Lessee shall have their electrical usage metered and cost to be paid directly by Lessee to the electric company for all electrical usage at the beach locations.
6. Lessee shall also furnish trash and provide recycling receptacles for customers. Lessee shall remove trash and recycling at the end of each day and shall not dispose of trash and recycling in the town barrels.
7. One parking space (in addition to the lessee location described above in "Property Description" shall be available to Lessee or his/her designated employee. Access to parking



## BOARD OF SELECTMEN

### AGENDA ACTION REQUEST

January 23, 2018

space for Lessee and concession unit shall be held open until 10:00a.m. After that time access will be dependent upon current parking situation.

8. Lessee shall have service available on all fair-weather days during the contracted season as stipulated below. The Town Director of Community Services (or designee) shall be called if there is a question about whether it is a "fair weather day." The Town's determination is final.

- a. Service is optional between May 28th and June 7<sup>th</sup>. The truck may be there between 10am and 4pm but may also elect to be there from 7am to 10am and from 4pm to 7pm.
- b. Service is required between June 18th and Labor Day. The truck must be there between 10am and 4pm but may be there from 7am to 10am and from 4pm to 7pm.
- c. Service is optional from September 6 through November 1st. The truck may be there between 10am and 4pm but may also elect to be there from 7am to 10am and from 4pm to 7pm.

9. The concession vehicle shall be removed at the end of the day.

10. Lessee shall not sublet the concession without the prior written approval of the Town.

11. All lessees must operate from a fixed food establishment.

12. All lessee vehicles are subject to inspection by local officials.

At all times during the term of the lease, the Lessee shall carry Concessionaire's liability/products liability insurance in the about of \$1,000,000 and worker's compensation insurance in the amount of \$500,000 with the Town named as an additional insured. Evidence of the insurance policies shall be provided to the LESSOR.

**In consideration of the privileges extended to the LESSEE by this lease, the LESSEE shall pay to the LESSOR \$5,200 for Newcomb Hallow.**

The LESSOR shall have the right to cancel the lease at any time for reasonable cause and the LESSEE shall forfeit the lease payment.

FOR THE LESSOR:

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

FOR THE LESSEE:

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



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
January 23, 2018

# IV

### LICENSES – B

<b>REQUESTED BY:</b>	Licensing Clerk
<b>DESIRED ACTION:</b>	Approval of License Renewals
<b>PROPOSED MOTION:</b>	<b>I move to approve the following license renewals:</b> <b>Common Victualler:</b> <ul style="list-style-type: none"><li>• Lighthouse</li><li>• Leaside Café</li><li>• Wellfleet Beachcomber</li></ul>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
January 23, 2018

# IV

### LICENSES – C

<b>REQUESTED BY:</b>	Licensing Clerk
<b>DESIRED ACTION:</b>	Approval of License Renewals
<b>PROPOSED MOTION:</b>	<b>I move to approve the following license renewals:</b> <b>Weekly Entertainment:</b> <ul style="list-style-type: none"><li>• Lighthouse</li><li>• Wellfleet Beachcomber</li></ul>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):          
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
January 23, 2018

V

### APPOINTMENTS/REAPPOINTMENTS

<b>REQUESTED BY:</b>	Licensing Clerk
<b>DESIRED ACTION:</b>	Appointment to Historical Commission
<b>PROPOSED MOTION:</b>	I move to appoint Carol Ubriaco to serve on the Historical Commission for a 5-month term ending June 30, 2018.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):  
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



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

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

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

☐ Name CAROL UBRIACO Date 1/15/18

Mailing Address PO Box 232  
Wellfleet, MA 02667

Phone (Home) 508-349-9153 (cell) 845-282-1033

E-mail cubriaco@verizon.net

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

(see attached sheet)

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

(see attached sheet)

JAN 17 2018

☐ Committees/Boards of Interest: 1) Historical Commission  
2) \_\_\_\_\_  
3) \_\_\_\_\_



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
January 23, 2018

V

### APPOINTMENTS/REAPPOINTMENTS

<b>REQUESTED BY:</b>	Licensing Clerk
<b>DESIRED ACTION:</b>	Appointment to Personnel Board
<b>PROPOSED MOTION:</b>	I move to appoint Sylvia Smith to serve on the Personnel Board for a term ending June 30, 2018.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____





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

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

FILL OUT THE FORM BELOW and mail it to:

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

☐ Name SYLVIA SMITH Date 1/17/18

Mailing Address PO Box 1049

WELFLEET, MA 02667

Phone (Home) 508-349-6572 (cell) \_\_\_\_\_

E-mail SylviaSmith@Comcast.net

☐ Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: FIN Com 10+ years

Coastal Fund (NRAB) 5+ years

Liason to Personnel Board when on

FIN Com 1 year

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

CPA LICENSE 30+ years

☐ Committees/Boards of Interest: 1) Personnel Board

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

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

JAN 17 2018



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
January 23, 2018

V

### APPOINTMENTS/REAPPOINTMENTS

<b>REQUESTED BY:</b>	Licensing Clerk
<b>DESIRED ACTION:</b>	Appointment to Council on Aging Advisory Board
<b>PROPOSED MOTION:</b>	I move to appoint C. Wilson Sullivan to serve on the Council on Aging Advisory Board for a term ending June 30, 2018.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):   
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



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

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

FILL OUT THE FORM BELOW and mail it to:

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

☐ Name C. Wilson Sullivan Date 12-12-17

Mailing Address 32 DRUZILLA LAKE ROAD, PO Box 821  
Wellfleet 02667

Phone (Home) none CWilsonSullivan@gmail.com (cell) 603 493-2410

E-mail → gmail.com

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

HAVE SERVED ON THE WOMR BOARD; IN Milford NH  
SERVED ON BOARD OF SHARE OUTREACH, an organization  
w/ food pantry; closing down + # payments to  
persons in aid (SEOK)\* annually

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

Was an attorney for 41 years (hopefully 3 plus  
in some manner)

☐ Committees/Boards of Interest: 1) COA Advisory Board

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

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

DEC 12 2017

Ad Sullivan  
12-12-17



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
January 23, 2018


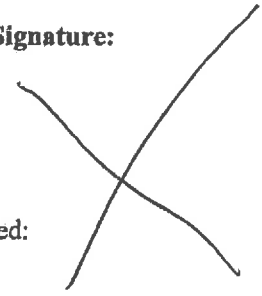
VI



### USE OF TOWN PROPERTY

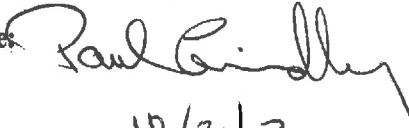
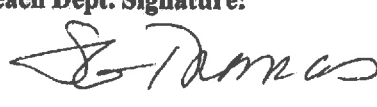
<b>REQUESTED BY:</b>	<b>Ragnar Events, LLC</b>
<b>DESIRED ACTION:</b>	<b>Approval to use Town property</b>
<b>PROPOSED MOTION:</b>	<b>I move to allow Ragnar Events, LLC to use the White Crest Beach and Newcomb Hollow Beach parking lots for their event on Saturday, May 12<sup>th</sup>, 2018 from approximately 7:30 am – 5 pm, subject to conditions listed in the application form.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):  
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



## DEC - 4 2017



**APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS**

<b>Health/Cons. Agent Signature:</b>  <b>Comments/Conditions:</b> OK <b>Permits/Inspections needed:</b>	<b>Inspector of Buildings Signature:</b>  <b>Comments/Conditions:</b>  <b>Permits/Inspections needed:</b>
--	--

<b>Police Dept. Signature:</b>  12/13/17. <b>Comments/Conditions:</b> Need Detail officers - same as last year.	<b>Fire Dept. Signature:</b>  12/18/2017 <b>Comments/Conditions:</b> OK
--	--

<b>DPW Signature:</b>  12/21/17 <b>Comments/Conditions:</b> OK	<b>Beach Dept. Signature:</b>  <b>Comments/Conditions:</b> OK. 1/18/18
---	--

<b>Shellfish Constable Signature:</b>  <b>Comments/Conditions:</b>	<b>Harbormaster Signature:</b>  <b>Comments/Conditions:</b>
---	--

<b>Recreation Dept. Signature:</b>  <b>Comments/Conditions:</b>	<b>Town Administrator:</b>  <b>Comments/Conditions:</b>
--	---



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
January 23, 2018

VI

### USE OF TOWN PROPERTY

<b>REQUESTED BY:</b>	Wellfleet Gardeners
<b>DESIRED ACTION:</b>	Approval to use Town property
<b>PROPOSED MOTION:</b>	I move to allow Wellfleet Gardeners to use the Town Hall Driveway in front of Abyoyo for their event on Saturday, May 26 <sup>th</sup> , 2018 from approximately 6:00 am – 1 pm, subject to conditions listed in the application form.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):  
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

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

Applicant Karen Kaminski Affiliation or Group Wellfleet Gardeners

Telephone Number 508-349-1111

Mailing Address P.O. Box 1495

Email address Karen.e.Kaminski@gmail.com Wellfleet, Ma 02667

Town Property to be used (include specific area) Town Hall Driveway in front of Abyoyo

Date(s) and hours of use: MAY 26, 2018 6:00 AM - 1 PM

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.

yearly plant sale, use long tables, potted plants  
no food, sale supports the work of the gardeners  
(i.e. speakers), at least 20 members will participate

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

None

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

Action by the Board of Selectmen:

\_\_\_\_\_ Approved as submitted

\_\_\_\_\_ Approved with the following condition(s): \_\_\_\_\_

\_\_\_\_\_ Disapproved for following reason(s): \_\_\_\_\_

Date: JAN 17 2018

JAN 17 2018

Processing Fee: 50.00 paid

Fee: \_\_\_\_\_

(over)



**APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS**

<b>Health/Cons. Agent Signature:</b>  Comments/Conditions:  Permits/Inspections needed:	<b>Inspector of Buildings Signature:</b>  Comments/Conditions: <i>OK 1/18</i>  Permits/Inspections needed:
---	--

<b>Police Dept. Signature:</b> <i>OK 1/17</i>  Comments/Conditions:	<b>Fire Dept. Signature:</b> <i>OK 1/17</i>  Comments/Conditions:
--	--

<b>DPW Signature:</b> <i>OK 1/17</i>  Comments/Conditions:	<b>Beach Dept. Signature:</b>  Comments/Conditions:
---	---

<b>Shellfish Constable Signature:</b>  Comments/Conditions:	<b>Harbormaster Signature:</b>  Comments/Conditions:
---	--

<b>Recreation Dept. Signature:</b>  Comments/Conditions:	<b>Town Administrator:</b> <i>Daniel R. Hood</i>  Comments/Conditions:
--	---



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
January 23, 2018

# VII

### BUSINESS – A. Septic System Easement

<b>REQUESTED BY:</b>	<b>Assistant Town Administrator</b>
<b>DESIRED ACTION:</b>	<b>Approval of septic system easement.</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the septic system easement at 15 Kendrick Avenue in Wellfleet.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):  
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

## DEED OF EASEMENT

The Inhabitants of the Town of Wellfleet, a Massachusetts municipal corporation, having a principal place of business at 300 Main Street, Wellfleet, Massachusetts (the "Town"), by virtue of the Vote on Article 40 of the Warrant for the 2017 Annual Town Meeting held on April 26, 2017, an attested copy of which Vote is attached hereto as EXHIBIT A,

hereby grants to Robert C. Ferris, having an address of 150 Ellery Street, Wrentham, MA 02903 (the "Grantee"), his successors and assigns, for the benefit of and appurtenant to the property known as and numbered 15 Kendrick Avenue in Wellfleet, Barnstable County, Massachusetts, more particularly described in the Deed recorded with the Barnstable County Registry of Deeds (the "Registry") in Book 3414, Page 55, and currently shown on Wellfleet Assessor's Map 21 as Parcel 111 (the "Grantee Property"),

with Quitclaim Covenants,

the perpetual, non-exclusive right and easement, to use the area shown on the sketch attached hereto as EXHIBIT B as the Septic System Easement Area ("the Septic System Easement Area") for the use, maintenance (including, but not limited to, all purposes relating to testing and excavation), repair, upgrade and replacement of, as well as access to and from, the septic system and all of its components currently servicing the Grantee's Property ("the Septic System"), which Septic System is presently located on the Town's property known as and numbered 35 Kendrick Avenue in Wellfleet, Barnstable County, Massachusetts, more particularly described in the Deeds recorded with the Registry in Book 549, Page 121 and Book 590, Page 13, and currently shown on Wellfleet Assessor's Map 20 as Parcel 9 (the "Town Property"), which Septic System was installed on the Town Property pursuant to the Vote of Town Meeting held on April 12, 1955 on Article 2 of the 1955 Special Town Meeting Warrant, a copy of which Vote is attached hereto as EXHIBIT C, and which Septic System is shown in its current location on EXHIBIT B.

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

1. The easement rights conveyed herein over the Septic System Easement Area are conveyed subject to the right hereby expressly reserved by the Town to continue to enjoy the use of said Area for all purposes not adverse to the rights herein granted to the Grantee;
2. The Septic System Easement Area may be accessed and used as herein provided by the Grantee, his successors and assigns, as well as agents, employees, contractors, subcontractors, licensees, and/or invitees engaged by the Grantee or his successors and assigns.
3. If, in connection with the exercise of his rights hereunder, Grantee shall make any excavation of the Septic System Easement Area, the Grantee agrees to reasonably restore the disturbed area to its prior condition as soon as possible.
4. The foregoing easement shall be appurtenant to the Grantee's Property.

Executed as a sealed instrument as of the \_\_\_\_ day of \_\_\_\_\_, 2018.

TOWN OF WELLFLEET, by its Board of Selectmen:

\_\_\_\_\_  
Dennis Murphy, Chair

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

\_\_\_\_\_  
Janet Reinhart, Clerk

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

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

Commonwealth of Massachusetts

\_\_\_\_\_, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned notary public, personally appeared the above-named Dennis Murphy, Kathleen Bacon, Janet Reinhart, Helen Miranda Wilson, and Jerry Houk, who proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

GRANTEE:

\_\_\_\_\_  
Robert C. Ferris

Commonwealth of Massachusetts

\_\_\_\_\_, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned notary public, personally appeared the above-named Robert C. Ferris, who proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

3781168.1



## OFFICE OF THE TOWN CLERK

Joseph F. Powers, MMC/CMMC

300 Main Street  
Wellfleet, MA 02667

[www.wellfleet-ma.gov](http://www.wellfleet-ma.gov)  
[joseph.powers@wellfleet-ma.gov](mailto:joseph.powers@wellfleet-ma.gov)

508-349-0301  
508-349-0317 (fax)

At a legal meeting of the qualified voters of the Town of Wellfleet held on April 25, 2017, the following Article 40 was printed in the Warrant:

To see if the Town will vote to convey "Septic System Easement Area" as shown on a plan entitled "Sketch Plan of Land 15 Kendrick Avenue Prepared for Robert C. Ferris, Deed Book 6522, Page 109, & the Town of Wellfleet Defining an Easement for the Septic System Components, dated March 23, 2017, a copy of which is on file with the Town Clerk. The request is for easement on Town-owned property, being Assessor's Map 21, Parcel 111, for the benefit of 15 Kendrick Avenue for the purposes of access, installation, operation, maintenance repair and replacement, or do or act anything thereon.

The Board of Selectmen voted 4-0 to recommend adoption of the main motion.

The Open Space Committee voted 5-0 to recommend adoption of the main motion.

The Planning Board voted 6-0 to recommend adoption of the main motion.

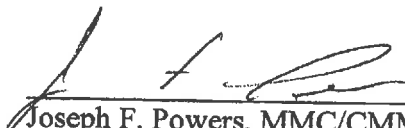
The Conservation Commission voted 4-0 to recommend adoption of the main motion.

The Natural Resources Advisory Board voted 3-0 to recommend adoption of the main motion.

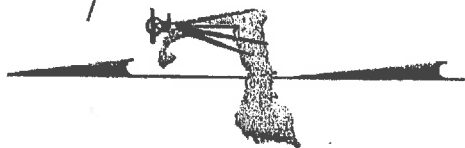
Ms. Reinhart moved and it was seconded that the Town vote to convey a septic system easement for 15 Kendrick Avenue, as printed in Article 40 in the warrant.

A two-third majority is required for adoption. The Moderator declared the motion carried on a unanimous voice vote.

A TRUE RECORD ATTEST:

  
\_\_\_\_\_  
Joseph F. Powers, MMC/CMMC  
Town Clerk

DATED: January 18, 2018



Kendrick Avenue

Existing Building  
15 Kendrick Ave.  
Harbor Theater

Septic System  
Easement  
11,270 Sq. Ft.

Concrete Containment Wall

LIMIT OF EASEMENT 172' --

**Note:**

- 1) All angles are at 90° and are based on the buildings current location.  
2) Property is shown as Parcel 111, on Assessors Map 21.

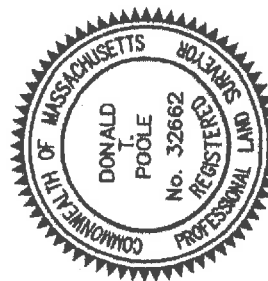
**DELINEATES  
LIMIT OF EASEMENT**

**Sketch Plan of Land  
#15 Kendrick Avenue  
Wellfleet MA**

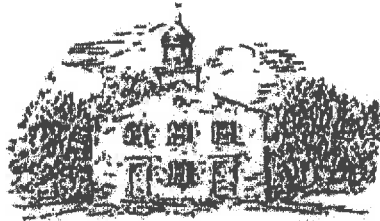
**prepared for Robert C. Ferris (Deed Book 6522, Page 109) & the Town of Wellfleet  
Defining an Easement for the Septic System components**

Scale 1"=40' Mar. 23, 2017

ols#358013



3/23/17



TOWN OFFICE BUILDING  
WELLFLEET, MASSACHUSETTS

TOWN CLERK  
and TREASURER

October 15, 1986

To Whom It May Concern:

I, Dawn E. Rickman, Town Clerk for the Town of Wellfleet do hereby certify that the following was voted at the Special Town Meeting on April 12, 1955:

ARTICLE 2. Voted: To grant a permit to Mr. Alfred Graham to install one or more cesspools on Town land situated to the south of land owned by him on Mayo's Beach Road.

A motion was made and seconded that the vote on this article be conducted in accordance with the Australian ballot system, and that the check list be used.

Voted: Yes - 44 No - 27

Attest:

  
Dawn E. Rickman  
Town Clerk



SPECIAL TOWN MEETING, April 12th, 1955

In accordance with the Warrant, a Special Town Meeting was held in the American Legion Hall on Tuesday, the 12th day of April, 1955.

The meeting was called to order at 8:20 p.m. and the Warrant was read by the Town Clerk.

Mr. Lawrence R. Gardinier was elected to serve as Moderator.

Tellers appointed and sworn by the Moderator were Kenneth L. Rose and Paul Lussier.

Article 1. Voted: To accept the article as printed, and to transfer from available funds in the treasury the sum of \$30,000. for shore protection, improvements, dredging of the existing channel and a new channel and inner basin at Wellfleet Harbor, said money to be used in conjunction with any monies which may be allocated by the Commonwealth of Massachusetts and by the County of Barnstable, or either of them.

Article 2. Voted: To grant a permit to Mr. Alfred Graham to install one or more cesspools on Town land situated to the south of land owned by him on Mayo's Beach Road.

A motion was made and seconded that the vote on this article be conducted in accordance with the Australian ballot system, and that the check list be used.

Vote: Yes - 44. No - 27

Upon motion duly made and seconded, it was voted to adjourn the Meeting at 9:50 P.M.

Attest:

*Howard R. Pickering*  
Town Clerk



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
January 23, 2018

# VII

### BUSINESS – B. Shellfish (1)

<b>REQUESTED BY:</b>	Shellfish Constable
<b>DESIRED ACTION:</b>	Approval of Letter thanking State legislators for securing propagation monies.
<b>PROPOSED MOTION:</b>	I move to approve the “thank you” letter to State legislators for securing propagation monies as drafted.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):  
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



## BOARD OF SELECTMEN

### AGENDA ACTION REQUEST

January 23, 2018

#### **DRAFT LETTER FOR APPROVAL**

DATE: January 23, 2017  
FROM: Wellfleet Board of Selectmen  
TO: State Senator Julian Cyr, State Representative Sarah Peake  
RE: MA Budget for Shellfish Propagation

Dear Senator Cyr and Representative Peake:

We write to thank you for your support of budget line 2330-0100 for shellfish propagation in Barnstable, Dukes and Nantucket counties. We were thrilled to see that these funds were placed in the FY2018 budget of the Mass. Division of Marine Fisheries (DMF), and we know that it was due to your tireless efforts to educate Governor Baker about their importance to your constituents – and we wholeheartedly agree.

This means there will be an additional ~\$3,888 per town to spend on propagation efforts, in addition to the \$2,000 from Barnstable County to buy shellfish seed. Having nearly \$6,000 to supplement our town budget is key in these discerning fiscal times, and this money will go a long way to helping us restock our shellfish beds. Wellfleet needs to invest \$25,000 in shellfish propagation, and we rely on State and County assistance to reach this goal. In 2018, Wellfleet will purchase more than 100,000 12mm. seed oysters with combined State and County funds. Thanks to your hard work!

Towns all across the Commonwealth rely on propagation efforts to supplement what Mother Nature provides or takes away. Towns purchase juvenile shellfish seed and grow it out until it is big enough to put into the wild to increase the amount of shellfish available in the estuaries, tidal flats and deeper waters of their embayments. These nursery-raised shellfish are distributed both to commercial and recreational harvesting areas. In Wellfleet, more than 850 recreational shellfishing permits are sold to allow residents and visitors to enjoy the gathering of shellfish for their home tables. Close to 150 commercial permits will be sold in 2018.

Shellfishing is a primary year-round economic driver for the Town of Wellfleet, which boasts more than 135 wild commercial harvesters, 140 aquaculture grant lease holders and many more employees. Approximately 15 percent of our year-round population (2,750 in 2010 census) is involved in shellfishing, not including restaurants and fish buyers and markets. Even though a small town, Wellfleet boasts a big economic impact from shellfishing: At \$6.2M, we are ninth in the Commonwealth for value of our seafood landings.

However, 23 percent of the oysters and 26 percent of the quahog clams harvested commercially here come from the wild. Naturally occurring wild populations of shellfish need augmentation if they are to provide a sustainable living for commercial shellfishermen. Mother nature is finicky, and there is no guarantee that shellfish populations will be robust year in and year out. Just look at the incredible ice event and winter storm we had in the beginning of January. We are expecting significant shellfish mortality in Wellfleet, and certainly, other coastal towns across the state were affected even more.



## BOARD OF SELECTMEN

### AGENDA ACTION REQUEST

January 23, 2018

---

Just another reason for us to thank you for working with Governor Baker to ensure that these critical funds were made available to the County and towns to help us provide sustainable, robust shellfish supplies for our hard-working shellfishermen and shellfish-loving members of our community.

Sincerely,

Dennis Murphy  
Chair

Janet Reinhart  
Vice Chair

Kathleen Bacon  
Clerk

Jerry Houk

Helen Miranda Wilson



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
January 23, 2018

# VII

### BUSINESS – C. Shellfish (2)

<b>REQUESTED BY:</b>	Shellfish Constable
<b>DESIRED ACTION:</b>	Acceptance of propagation grant from Wellfleet SPAT
<b>PROPOSED MOTION:</b>	I move that the Board of Selectmen accept the propagation grant from Wellfleet SPAT.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):  
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



## BOARD OF SELECTMEN

### AGENDA ACTION REQUEST

January 23, 2018

---

**From:** Dan Hoort

**Sent:** Thursday, November 16, 2017 10:39 AM

**To:** Nancy Civetta <[Nancy.Civetta@wellfleet-ma.gov](mailto:Nancy.Civetta@wellfleet-ma.gov)>

**Cc:** Brian Carlson <[Brian.Carlson@wellfleet-ma.gov](mailto:Brian.Carlson@wellfleet-ma.gov)>; Connie Boulos <[Connie.Boulos@wellfleet-ma.gov](mailto:Connie.Boulos@wellfleet-ma.gov)>

**Subject:** RE: GOOD NEWS!

That is great news and thank you to the BOD of SPAT. When an outside entity provides a grant it does not get added to your budget, only town meeting can appropriate money for an operating budget. Instead it gets put into a separate grant account and can only be expended for the designated purpose. It serves the same purpose as being added to your budget, but we can't increase an operating budget, only town meeting voters can do that.

Connie can help you out with that.

Dan

**From:** Nancy Civetta

**Sent:** Thursday, November 16, 2017 9:00 AM

**To:** Dan Hoort <[Dan.Hoort@wellfleet-ma.gov](mailto:Dan.Hoort@wellfleet-ma.gov)>; Brian Carlson <[Brian.Carlson@wellfleet-ma.gov](mailto:Brian.Carlson@wellfleet-ma.gov)>

**Subject:** GOOD NEWS!

Dear Dan and Brian:

The board of directors of Wellfleet SPAT approved our request for \$12,000 in funds to buy seed for our 2018 planting year. They discussed other, more sustainable, ways they would look to support the Town of Wellfleet's Shellfish Department, and we will continue to communicate and collaborate to develop mutually-beneficial, future funding opportunities.

It is important to them that this money goes directly to the Shellfish Department's propagation budget, which is 180. With whom should I meet next week to take the next steps in formalizing this transfer of funds?

Thanks much for your guidance and support on this!

Nancy

Nancy Civetta

Shellfish Constable

Town of Wellfleet

C: 617-901-7193

O: 508-349-0325

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

300 Main St.

Wellfleet, MA 02667

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



## BOARD OF SELECTMEN

### AGENDA ACTION REQUEST

January 23, 2018

---

#### PROPOSAL REQUESTING FUNDING FOR TOWN OF WELFLEET SHELLFISH SEED PURCHASE

November 8, 2017

To: SPAT Board of Directors  
Cc: Michele Insley, Executive Director

From: Nancy Civetta, Shellfish Constable

Dear SPAT board of directors:

The Town of Wellfleet's Shellfish Department had abandoned many of its propagation efforts during the last few years. Seed purchasing was not prioritized in the budget that I inherited. In addition, we lost the lease on our intertidal propagation area at the end of June, so were unable to make use of County funds for a seed purchase this year.

Thankfully, Deputy Constable Chris Manulla encumbered leftover seed funds from 2017 to this year's budget, so we do have \$11,000 available for 2018 seed purchasing (including 2018's seed budget). The propagation experience and knowledge of Assistant Constable John Mankevetch is a real asset to the department – one that I intend to make good use of to relaunch our propagation activities.

The department has three full-time employees that cover a seven-day work week. Vibrio control patrols are a top priority for our low tide time period to ensure public health and safety from mid-May to mid-October each year – prime seed planting and tending timing and months. So, we need to start with a manageable seed order likely to produce the most bang for our buck.

In order to provide the biggest return on investment as soon as possible, we need to purchase the largest seed possible to get our propagation program off the ground and make an impact on the wild and commercial fisheries.

We requested an estimate on seed costs from ARC Hatchery, and came up with the following order that we would like to submit soon for our 2018 seed order.

400,000 R8 quahogs \$34/1000	\$13,600+ (2017 pricing)
210,000 R12 oysters \$50/1000	\$10,500+ (2017 pricing)
	=====
TOTAL	\$24,100

We are rounding this up to \$25,000 in case 2018 pricing goes up, although, I have since learned that Towns place their seed orders through Barnstable County, so I am not sure if the pricing may be a little less.

We have \$6,000 in the 2018 budget, and we encumbered \$5,000 from the 2017 budget, so we have a total of \$11,000 in seed funds available.

Accounting:	\$25,000 needed
Less	\$11,000 budgeted
	=====
	\$14,000 funding gap
Less	\$ 2,000 potential funds from County toward the purchase of R8 Oysters
	=====
Total	<b>\$12,000 request from SPAT for quahog and oyster seed to relaunch our propagation program in the spring of 2018.</b>



## BOARD OF SELECTMEN

### AGENDA ACTION REQUEST

January 23, 2018

---

We are entering into a contract agreement with an upland land owner for use of intertidal bottom in front of his property for the propagation of our wild fisheries, both commercial and recreational. I have requested a year-round, limited, part-time employee for fiscal year 2019, for a recreational fishery patrol to be able to quantify the value of our propagation efforts. This staffer will also help with propagation activities in the summer months. We are strongly re-focusing our efforts to create a solid propagation program for our future.

SPAT's contribution to a seed purchase will create benefits to both commercial and recreational fishermen throughout the Town of Wellfleet. Wild fisheries are the gateway for the next generation of fishermen – and aquaculturists, many of whom start by commercially fishing in the wild. Together, we can do a big media push about it to bring recognition to SPAT for its support of wild fisheries and for helping build a program to benefit young fishermen wanting to get into the business and recreational harvesters who come from near and far to enjoy harvesting Wellfleet oysters and clams with their families. This would be a true SPAT-Town partnership – something both entities have desired for a long time.

We would welcome the opportunity to come speak with you all about our plans in more detail. John Mankevetch and I are available to answer any questions you may have.

Sincerely,

Nancy Civetta  
Shellfish Constable  
Town of Wellfleet





## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
January 23, 2018

# VII

### BUSINESS – D. Energy Committee

<b>REQUESTED BY:</b>	Assistant Town Administrator
<b>DESIRED ACTION:</b>	Update from Energy Committee on landfill and net-metering options for town energy usage
<b>PROPOSED MOTION:</b>	I move to approve the IGA between CVEC and the Town as well as the PPA between CVEC and Nexamp contingent upon legal review.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



# Wellfleet

## Assumptions

MC Value

As of 11.20.17

\$0.1551

PPA  
PRICE  
Per kWh

\$ 0.1310

at 22%

discount

plus CVEC adder

ELEC COSTS

Annual ESCALATOR

2.1%

## Calculations

SAVINGS  
PRICE  
per kWh

ANNUAL SYSTEM  
OUTPUT  
(requested kWh)

\$ 0.0241 800,000

at 22%

discount

plus CVEC adder

Annual Output - KWH

YEAR	NMC	PPA	
1		\$0.1551	\$0.0241
2		\$0.158	\$0.0248
3		\$0.162	\$0.0256
4		\$0.165	\$0.0263
5		\$0.169	\$0.0271
6		\$0.172	\$0.0279
7		\$0.176	\$0.0287
8		\$0.179	\$0.0295
9		\$0.183	\$0.0303
10		\$0.187	\$0.0311
11		\$0.191	\$0.0320
12		\$0.195	\$0.0329
13		\$0.199	\$0.0338
14		\$0.203	\$0.0347
15		\$0.207	\$0.0356
16		\$0.212	\$0.0366
17		\$0.216	\$0.0376
18		\$0.221	\$0.0386
19		\$0.225	\$0.0396
20		\$0.230	\$0.0406

TOTAL

YEAR	Annual Output - KWH
1	800,000
2	800,000
3	800,000
4	800,000
5	800,000
6	800,000
7	800,000
8	800,000
9	800,000
10	800,000
11	800,000
12	800,000
13	800,000
14	800,000
15	800,000
16	800,000
17	800,000
18	800,000
19	800,000
20	800,000

**SUBJECT TO REVIEW AND COMMENT BY CVEC AND PARTICIPATING  
RECIPIENTS**

**INTER-GOVERNMENTAL NET METERING CREDIT PURCHASE AGREEMENT  
BETWEEN THE CAPE & VINEYARD ELECTRIC COOPERATIVE, INC.  
AND THE TOWN OF WELLFLEET**

This Inter-Governmental Net Metering Credit Purchase Agreement (“Agreement”) is entered into this [xx] day of [xx], 2018 (the “Effective Date”) and is by and between the Cape & Vineyard Electric Cooperative, Inc., a Massachusetts cooperative corporation (“Seller”) and the Town of Wellfleet (“Buyer”).

**RECITALS**

A. Seller is engaged in renewable energy initiatives located on the Cape and Vineyard through distributed generation (“DG”) projects, including procuring and/or selling long-term electric supply or other energy-related goods or services, for the benefit of its Cooperative Members.

B. Developer (as defined herein) plans to construct a 2,300 kW (AC) solar photovoltaic project, additive to the 2,250 kW (AC) solar photovoltaic project already in operation (taken cumulatively, the “Facility”) at the Property (as defined in Exhibit A hereto).

C. Pursuant to a separate Net Metering Credit Purchase Agreement between Developer and Seller (“Developer CPA”), Developer desires to deliver to the Host Customer (as defined herein) all of the electricity generated by the Facility during the Term and Seller desires to pay for Net Metering Credits associated with a portion of the electricity generated by the Facility during the Term and receive from the Host Customer an allocation of a corresponding portion of the Net Metering Credits so that Seller may use the Net Metering Credits to offset electric utility bills associated with certain Accounts (as defined herein) of Buyer and other participating Cooperative Members or other governmental entities.

D. Buyer desires to purchase Buyer’s Percentage Share (as determined by and set forth in Exhibit B of the Agreement) of the Production Share (as defined in Exhibit A of the Agreement). The remaining percentage of the Production Share shall be sold by Seller to other participating Cooperative Members or other governmental entities.

E. Seller is willing to sell to Buyer Buyer’s Percentage Share of the Production Share, if any, generated by the Facility for the Term set forth herein and subject to the terms and conditions and at the prices set forth in this Agreement.

F. The Production Share generated by the Facility shall be net metered pursuant to St. 2008, c. 169, §78, the Green Communities Act, the applicable rules and regulations promulgated by the Department of Public Utilities (the “Department”), and the Tariffs (as defined herein).

NOW THEREFORE, in consideration of the foregoing and the mutual promises set forth below, Seller and Buyer agree as follows:

**SUBJECT TO REVIEW AND COMMENT BY CVEC AND PARTICIPATING  
RECIPIENTS**

**ARTICLE I: DEFINITIONS**

When used in this Agreement, the following terms shall have the meanings given, unless a different meaning is expressed or clearly indicated by the context. Words defined in this Article I which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

**“Accounts”** shall have the meaning set forth in Exhibit C hereto.

**“Applicable Legal Requirements”** means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, which may at any time be applicable to the Property or the Facility, or any part thereof or to any condition or use thereof, and all licenses, Permits, tariffs, and other governmental consents, which may at any time be applicable to a Party’s rights and obligations hereunder, including, without limitation, the use and occupancy of the Property for the installation, operation, ownership, maintenance and removal of the Facility, as well as the selling and purchasing of power or Net Metering Credits therefrom.

**“Business Day”** means a day on which Federal Reserve member banks in Boston are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

**“Buyer’s Allocation”** has the meaning set forth in Exhibit B hereto.

**“Buyer’s Percentage Share”** has the meaning set forth in Exhibit B hereto.

**“Commercial Operation”** means, with respect to the Facility, that the Facility is ready for regular, daily operation, has been interconnected to the LDC system, has been accepted by the LDC (to the extent required) and is capable of producing Energy, all as evidenced by the LDC’s issuance of a notice of authorization to interconnect with respect to the Facility.

**“Commercial Operation Date”** means the first day on which the Facility achieves Commercial Operation, as certified in writing by Developer to Seller in a notice of Commercial Operation Date.

**“Commercially Reasonable”** means any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known, or which in the exercise of due diligence, should have been known, at the time the decision was made, would have been expected in the industry to accomplish the desired result consistent with reliability, safety, expedition, project economics, and Applicable Legal Requirements.

**“Cooperative Member”** means any municipality, county or political subdivision thereof, or other body politic, that has duly joined Seller as a cooperative member. Although Buyer is a Cooperative member, Buyer shall be excluded from this definition under this Agreement.

**“Department”** means the Massachusetts Department of Public Utilities or its successors.

**SUBJECT TO REVIEW AND COMMENT BY CVEC AND PARTICIPATING  
RECIPIENTS**

**“Developer”** means Dartmouth Solar Farms, LLC or any assignee or successor.

**“Developer Meter”** means the revenue quality meter installed by Developer at the Facility needed for the registration, recording and transmission of information regarding the amount of Energy generated by the Facility.

**“Developer CPA”** has the meaning set forth in the Recitals.

**“Effective Date”** means the date set forth in the introductory paragraph of the Agreement.

**“Energy”** means the amount of electricity generated over a period of time by the Facility, expressed in terms of kWh or MWh.

**“Environmental Attributes”** means any credit, benefit, reduction, offset, financial incentive, tax credit and other beneficial allowance that is in effect as of the Effective Date or may come into effect in the future, including, to the extent applicable and without limitation, (i) all environmental and renewable energy attributes and credits of any kind and nature resulting from or associated with the Facility and/or its electricity generation, (ii) government financial incentives, (iii) greenhouse gas offsets under the Regional Greenhouse Gas Initiative, (iv) renewable energy certificates or any similar certificates or credits under the laws of the Commonwealth of Massachusetts or any other jurisdiction, (v) tax credits, incentives or depreciation allowances established under any federal or state law, and (vi) other allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of wind generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the Facility and/or its electricity generation.

**“Event of Default”** means any event of default as defined in Sections 8.2 and 8.3 of this Agreement.

**“Event of Termination”** means any event of termination as defined in Section 8.1 of this Agreement.

**“Force Majeure”** means any cause not within the reasonable control of the affected Party which precludes that Party from carrying out, in whole or in part, its obligations under this Agreement, including, but not limited to, Acts of God; high winds, hurricanes or tornados; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any Governmental Authority acting in its regulatory or judicial capacity; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. A Party may not assert an event of *Force Majeure* to excuse it from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party’s power to prevent such act, failure to act, or order. Notwithstanding anything in the Agreement to the contrary, *Force Majeure* shall not mean: (a) inclement weather affecting construction, start-up, operation or decommissioning of the Facility; (b) unavailability of sun; (c) unavailability of equipment, repairs or spare parts for the Facility, except to the extent due to a qualifying event of *Force Majeure*; (d) any nonpayment under this Agreement or any third party agreement; or (e)

**SUBJECT TO REVIEW AND COMMENT BY CVEC AND PARTICIPATING  
RECIPIENTS**

economic hardship of either Party. Force Majeure shall include Force Majeure claims by Developer under the definition of the term under the Developer CPA.

**“Governmental Authority”** means the United States of America, the Commonwealth of Massachusetts, and any political or municipal subdivision thereof, and any agency, department, commission, board, bureau, independent electric system operator, or instrumentality of any of them, or any court or tribunal, excluding Seller and any Cooperative Members, including, without limitation, Buyer.

**“Governmental Charges”** means all applicable federal, state and local taxes (other than taxes based on income or net worth but including, without limitation, sales, use, gross receipts or similar taxes), charges, emission allowance costs, duties, tariffs, levies, leases, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, LDC, or other similar entity, on or with respect to the Energy or this Agreement.

**“Host Customer”** has the meaning given this term in the Net Metering Rules.

**“Interest Rate”** means a fluctuating interest rate per annum equal to the sum of (i) the Prime Rate as stated in the “Bonds, Rates & Yields” section of The Wall Street Journal on the Effective Date and thereafter on the first day of every calendar month, plus (ii) two percentage points. (In the event that such rate is no longer published in The Wall Street Journal or such publication is no longer published, the Interest Rate shall be set using a comparable index or interest rate mutually acceptable to both the Seller and Buyer.) The Interest Rate hereunder shall change on the first day of every calendar month. Interest shall be calculated daily on the basis of a year of three hundred sixty five (365) days and the actual number of days for which such interest is due..

**“ISO”** means the New England independent system operator established in accordance with the NEPOOL Agreement (the Second Amended and Restated New England Power Pool Agreement dated as of February 1, 2005) and the Interim Independent System Operator Agreement as amended, superseded or restated from time to time.

**“kW”** means Kilowatt.

**“kWh”** means Kilowatt hour.

**“Metering Device”** means the meter furnished and installed by the LDC for the purpose of measuring the electricity delivered by the LDC to the Facility and delivered by the Facility to the LDC.

**“MW”** means Megawatt.

**“MWh”** means Megawatt hour.

**“NEPOOL”** means the New England Power Pool and any successor organization.

**“Net Energy”** means the actual and verifiable amount of Energy generated by the Facility in



**SUBJECT TO REVIEW AND COMMENT BY CVEC AND PARTICIPATING  
RECIPIENTS**

excess of any Energy consumed by the Facility as metered in kWh at the Meter, and in conformance with Applicable Law and the Tariff.

**“Net Metering”** shall have the meaning set forth in the Net Metering Rules.

**“Net Metering Credit(s)”** means the monetary value of the excess electricity generated by a net metering facility, as currently stated as of the Effective Date under “Net Metering Credits” in the Tariff, and is calculated as of the Effective Date by the LDC according to 220 C.M.R. 18:04 and the Tariff §1.06.

**“Net Metering Rules”** means, collectively and as amended from time to time, the Massachusetts net metering statute, M.G.L. c. 164, §§ 138 – 140, the Massachusetts net metering regulations, 220 C.M.R. 18.00 *et seq.*, orders issued by the Department relating to Net Metering and the associated net metering tariff of the Distribution Company.

**“Parties”** means Buyer and Seller collectively, and their respective successors and permitted assignees.

**“Party”** means Buyer or Seller individually, and their respective successors and permitted assignees.

**“Permits”** means all state, federal, county, and local authorizations, certificates, permits, licenses and approvals required by any Governmental Authority for the construction, operation and maintenance of the Facility.

**“Person”** means an individual, general or limited partnership, corporation, municipal corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority, limited liability company, or any other entity of whatever nature.

**“Prime Rate”** means the rate published from time to time in the “Money Rates” section of *The Wall Street Journal*, as the prime-lending rate. In the event this index is discontinued or its basis is substantially modified, the Parties shall agree on a substitute equivalent index.

**“Production Share”** shall have the meaning set forth in Exhibit A.

**“Public Cap Allocation”** means an assurance that a Host Customer will receive Net Metering Services (as defined in the Net Metering Rules) within the Public Cap (as defined in the Net Metering Rules) upon the Host Customer’s receipt of notice of authorization to interconnect from the LDC.

**“Tariffs”** means the LDC’s Interconnection Agreement, M.D.T.E. No. 162-B (Standards for Interconnecting Distributed Generation), and Net Metering Tariff, M.D.P.U. No. 163, as approved in D.P.U. Docket 09-73 and subsequent amendments thereto.

**“Term”** has the meaning set forth in Article IV (Term).

**“Termination Date”** means the earlier to occur of: (a) the last day of the Term; or (b) the effective date of any earlier termination of this Agreement pursuant to the terms hereof.

**ARTICLE II: OBLIGATION TO MODIFY AGREEMENT**

2.1 Obligation to Modify Agreement Pursuant to Rules and Regulations Under the Green Communities Act or other Actions by Governmental Authority. Upon implementation by the Department or other Governmental Authority of any rule or regulation that may affect any provision of this Agreement, in particular any rule or regulation regarding Net Metering, the Parties shall be obligated to amend this Agreement to conform to such rule(s) and/or regulation(s) to the extent that such amendments are Commercially Reasonable. The Parties shall use their best efforts to conform such amendment to the original intent of this Agreement and to do so in a timely fashion.

**ARTICLE III: PURCHASE AND SALE**

3.1 Sale and Purchase.

(a) Subject to Developer CPA Section 4.1 (Net Metering as Condition Precedent), and Article IX (Force Majeure), Buyer shall purchase and Seller shall sell Buyer's Percentage Share of the Production Share generated by the Facility, during the Term as specified in Exhibits A and B hereto.

(b) Subject to Section 3.3, Buyer and Seller acknowledge that Seller shall not be obligated to deliver a certain amount of Net Metering Credits or Production Share from the Facility.

(c) Buyer shall not enter into any other energy agreements that would interfere with Buyer's ability to take Buyer's Percentage Share of the Production Share under this Agreement.

(d) Pursuant to M.G.L. c. 40, §4A, Buyer shall not be exempt from liability pursuant to M.G.L. c. 44, §31.

3.2 [RESERVED].

3.3 Production Shortfall Damages. Buyer and Seller acknowledge that, pursuant to the Developer CPA, if Seller receives a payment or credit for production shortfall damages for the Facility, Seller shall flow such payment or credit through to Buyer, as applicable, based on Buyer's Percentage Share.

3.4 Environmental Attributes and Capacity. The Parties acknowledge that, other than the Net Metering Credits that are allocated to Buyer's Accounts under the Net Metering Rules, Environmental Attributes and any rights or credits relating to the generating capacity of the Facility shall remain the property of Developer and may be used, sold, transferred, pledged, collaterally assigned, retired or otherwise disposed of by Developer in its sole discretion and for its sole benefit. Buyer shall, upon Seller's request as required by Seller pursuant to the Developer CPA, take whatever actions are reasonably necessary from time to time in order for the Developer to claim the benefits of all Environmental Attributes and capacity rights or credits other than the Net Metering Credits allocated to the Accounts.



**SUBJECT TO REVIEW AND COMMENT BY CVEC AND PARTICIPATING  
RECIPIENTS**

3.5 Net Metering Credits. Pursuant to Exhibit C hereto, Buyer shall provide to Seller the Accounts to be listed on Schedule Z for the Interconnection Agreement for the Facility.

(a) For any Net Metering Credits associated with the Production Share that are allocated, Buyer shall be allocated by the LDC the Net Metering Credits produced by such DG Projects to the Accounts in accordance with Buyer's Percentage Share of the Production Share.

(b) If the LDC elects to purchase rather than allocate Net Metering Credits for the Facility and Seller receives the value of such Net Metering Credits from Host Customer or Developer, then Seller shall use Commercially Reasonable efforts to deliver to Buyer the Net Metering Credit value from the Facility equal to Buyer's Percentage Share of the Production Share for the Facility.

(c) Regardless of whether Buyer receives an allocation of Net Metering Credits pursuant to Section 3.5(a) or whether Buyer receives a payment for Buyer's Percentage Share of the value of the Net Metering Credits purchased by the LDC, Buyer must pay the price for Production Share as set forth in Exhibit B hereto.

3.6 Maximum Financial Liability of the Parties Pursuant to M.G.L. c. 40, Section 4A. This Agreement is not intended to impose any financial liabilities on the Parties other than as expressly set forth herein.

3.7 Governmental Charges. Both Parties shall use reasonable efforts to administer this Agreement and implement its provisions so as to minimize Governmental Charges. In the event any of the sales of the Net Metering Credits are to be exempted from or not subject to one or more Governmental Charges, either Party shall, promptly upon the other Party's request therefore, provide the requesting Party with all necessary documentation to evidence such exemption or exclusion.

**ARTICLE IV: TERM**

4.1 Term.

The term of this Agreement (the "Term") shall commence on the Effective Date and shall end at the earlier of 11:59 PM on the day preceding the twenty fifth (25<sup>th</sup>) anniversary of the Effective Date, or such date as of which this Agreement may be earlier terminated pursuant to the provisions hereof.

**ARTICLE V: METERING AND BILLING**

5.1 Billing. As soon as practicable after Seller's receipt of an invoice from Developer in accordance with Section 6.1(a) of the Developer CPA, Seller shall calculate the amount due and payable to Seller pursuant to Exhibits A and B hereto, with respect to the immediately preceding month (or immediately preceding Billing Period (as such term is defined in the Tariff) for the Facility, and shall forward to Buyer an invoice, including such calculation, with sufficient detail for Buyer to verify the calculation

**SUBJECT TO REVIEW AND COMMENT BY CVEC AND PARTICIPATING  
RECIPIENTS**

and the total amount due and payable for the previous month or Billing Period. Buyer acknowledges that in accordance with Section 6.1(a) of the Developer CPA, Seller's invoice to Buyer under this Section 5.1 will occur after the LDC issues a special ledger bill to the Host Customer that identifies the Net Metering Credits associated with Buyer's Percentage Share to Buyer's Accounts for the Net Metering Credits from the Facility's prior Billing Period(s). The Parties acknowledge that the LDC's allocation of the Net Metering Credits to Buyer's Accounts will happen within a matter of days of the LDC's issuance of the special ledger bill to the Host Customer. In the event that the LDC elects to purchase Net Metering Credits from the Host Customer for the Facility, Buyer and Seller acknowledge and agree that rather than send Buyer an invoice under this Section 5.1 for a particular Billing Period, Seller will deliver to Buyer the Net Savings attributable to Buyer for Buyer's Percentage Share of the Net Metering Credits associated with the Facility for such Billing Period. For purposes of this Section 5.1, Net Savings shall mean the difference between the dollar value of the Net Metering Credits associated with Buyer's Percentage Share for an LDC Billing Period and the Price set forth in Exhibit B for Net Metering Credits associated with Buyer's Percentage share for such LDC Billing Period. Seller shall remit the Net Savings to Buyer as soon as practicable upon receipt of Seller's net savings remitted by the Developer as set forth in Section 6.1(a) of the Developer CPA. Seller shall also provide Buyer with sufficient detail for Buyer to verify Seller's calculation of the Net Savings. For the avoidance of doubt, if Seller remits Net Savings to Buyer rather than issuing an invoice under this Section 5.1, Buyer shall have no obligation to remit payment to Seller under Section 5.2.

**5.2     Payment.**

(a)     Within fifteen (15) days of the receipt of Seller's invoice pursuant to Section 5.1 (Billing), Buyer shall pay Seller any amounts due and payable hereunder for Buyer's Percentage Share of the Production Share delivered or allocated to Buyer during the prior month. All such invoices shall be paid by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by Seller.

(b)     At Seller's direction, Buyer shall issue the payment for Net Metering Credits to the account for the Master Lockbox and Security Agreement set forth in Section 6.2 of the Developer CPA, as identified by Seller.

**5.3     Metering.**

(a)     The Parties acknowledge that Developer is responsible under the Developer CPA to arrange for the LDC to furnish and install the Metering Device and that Developer is responsible for arranging compliance with any LDC customer requirements relating to the LDC access to the Metering Device. The Parties further acknowledge that Seller may, in accordance with Section 6.5 of the Developer CPA, make a reasonable request to Developer to seek to arrange for testing by the LDC of the accuracy of the Metering Device to investigate and remedy any apparent inaccuracy of the Metering Device. Buyer may reasonably request that Seller make such request to Developer in accordance with the Developer CPA, provided that, in the event that the LDC undertakes a test of the Meter due to Buyer's request to Seller, and such test is accurate within the margin allowed by the applicable criteria in the Tariff, Buyer shall pay for the reasonable costs of Developer attributable to such Meter test.

**SUBJECT TO REVIEW AND COMMENT BY CVEC AND PARTICIPATING  
RECIPIENTS**

(b) In the event that the LDC Metering Device(s) is for any reason out of service or fails to register, and as a result, the LDC refuses to allocate in accordance with Schedule Z or otherwise to purchase the Net Metering Credits associated with the Production Share generated during that affected period, Seller shall have no obligation to Buyer with respect to those Net Metering Credits.

5.4 Dispute. If a Party, in good faith, disputes an invoice, as described in this Article V, the disputing Party shall immediately notify the other Party of the basis for the dispute and pay any undisputed portion of such invoice no later than the due date. Upon resolution of the dispute, any required payment shall be made within seven (7) Business Days of such resolution along with the interest accrued at the Interest Rate per annum from and including the due date but excluding the date paid. Any overpayments shall be returned by the receiving Party upon request or deducted from subsequent payments with interest accrued at the Interest Rate. The Parties shall only be entitled to dispute an invoice within twelve (12) calendar months from the date of issuance of such invoice. If the Parties are unable to resolve a payment dispute under this Article V, the Parties shall follow the procedure set forth in Article X (Dispute Resolution; Governing Law).

**ARTICLE VI: PARTIES' OBLIGATIONS**

6.1 Seller's Obligations.

- (a) Seller shall maintain accurate operating and other records and all other data for the purposes of proper administration of the Agreement, including such records as may be required (and in the form required) by any Governmental Authority, NEPOOL, ISO, or as may be reasonably required by Buyer.
- (b) For the duration of the Term, Seller shall provide Buyer with access to information regarding the operations of or other data concerning the Facility.
- (c) For the duration of the Term, Seller shall notify Buyer as soon as practicable when Seller becomes aware that the Facility may be mechanically inoperable for more than a seven (7) day period.

6.2 Buyer's Obligations.

- (a) Buyer shall exercise reasonable efforts to respond to requests of Developer in connection with Developer's financing of the Facility, provided that Buyer shall be under no obligation to enter into an Agreement that would materially adversely affect the Buyer.
- (b) Buyer shall act expeditiously, cooperatively and in good faith in facilitating any Permit, license or similar authorization necessary for the Project, including, without limitation, assisting Seller with the Interconnection Agreement required by the LDC for Net Metering, in particular Schedule Z.

**SUBJECT TO REVIEW AND COMMENT BY CVEC AND PARTICIPATING  
RECIPIENTS**

- (c) Buyer shall exercise reasonable efforts to ensure that public statements made by or on behalf of Buyer accurately reflect the ownership of Environmental Attributes under this Agreement.
- (d) Buyer shall cooperate fully in the preparation of documents related to Developer's Public Cap Allocation.
- (e) Buyer shall exercise good faith efforts to arrange for the charges for its electricity purchases from competitive electricity suppliers (if any) to be billed through its LDC invoices.

**6.3 Net Metering.**

- (a) Each Party's obligations under this Agreement are subject to the Facility qualifying for Net Metering under the Net Metering Rules.
- (b) Subject to the provisions of this Agreement, Buyer and Seller agree to take all reasonable measures with respect to which it has legal capacity to facilitate and expedite the review of all approvals necessary for the Facility to be eligible for and participate in Net Metering.
- (c) So long as any such amendment will materially benefit a Party without material detriment to the other Party, the Parties commit to each other in good faith to make Commercially Reasonable efforts to fully cooperate and assist each other to amend this Agreement to conform to any rule(s) or regulation(s) regarding Net Metering and ensure that the Facility is eligible for Net Metering.

**ARTICLE VII: REPRESENTATIONS AND WARRANTIES**

**7.1 Seller's Representations and Warranties.** As of the Effective Date of the Agreement, Seller represents and warrants to Buyer as follows:

- (a) Seller has full legal capacity to enter into the Agreement;
- (b) The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of Seller has full authority to do so and to fully bind Seller; and
- (c) Seller knows of no pending or threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law enforcement agency against or affecting Seller or its properties wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of the Agreement or Seller's ability to carry out its obligations under the Agreement.

**7.2 Buyer's Representations and Warranties.** As of the Effective Date of the Agreement, Buyer represents and warrants to Seller as follows:

- (a) Buyer has full legal capacity to enter into the Agreement;

**SUBJECT TO REVIEW AND COMMENT BY CVEC AND PARTICIPATING  
RECIPIENTS**

(b) The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of Buyer has full authority to do so and to fully bind Buyer; and

(c) Buyer knows of no pending or threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law enforcement agency against or affecting Buyer or its properties wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of the Agreement or Buyer's ability to carry out its obligations under the Agreement.

**ARTICLE VIII: TERMINATION; DEFAULT; REMEDIES**

8.1 Termination. Subject to Section 8.4 (*Force Majeure*), this Agreement shall not be subject to termination, except for the following Events of Termination:

(a) Either Party may terminate the Agreement in the event that either Developer or Seller has elected to terminate the Developer CPA in accordance with Section 8.2 (*Force Majeure*) of the Developer CPA. Seller shall promptly deliver to Buyer copies of any notices of termination of the Developer CPA issued or received by Seller.

(b) Seller may terminate the Agreement in the event of an Event of Default by Buyer pursuant to Section 8.2 (*Events of Default by Buyer*).

(c) In the event that the Developer CPA is terminated, Seller may terminate this Agreement, and may exercise any other remedy provided for in this Agreement or otherwise allowed by law.

8.2 Events of Default by Buyer. The following shall each constitute an Event of Default by Buyer:

(a) Buyer breaches any curable non-monetary material obligation under the Agreement, and fails to cure such breach within thirty (30) days after notification by Seller of the breach.

(b) Buyer fails to make any payment due under the Agreement within forty-five (45) days after such payment is due unless such payment is contested.

(c) If any material representation or warranty made by Buyer in Article VII (*Representations and Warranties*) of this Agreement proves to have been misleading or false in any material respect when made and Buyer does not cure the underlying facts so as to make such representation or warranty correct and not misleading within twenty one (21) Business Days of written notice from Seller.

(d) Any other material breach of the Agreement not specifically enumerated above.

Events of Default in this Section 8.2 are subject to, among other things, specific performance and monetary damages pursuant to Section 8.5 (*Remedies*).



**SUBJECT TO REVIEW AND COMMENT BY CVEC AND PARTICIPATING  
RECIPIENTS**

8.3 Events of Default by Seller. It shall constitute an Event of Default by Seller if Seller breaches any material obligation under the Agreement that proves to have a material adverse effect on Buyer and fails to cure the breach within thirty (30) Business Days after notification by Buyer of the breach. Events of Default in this Section 8.3 are subject to specific performance and monetary damages pursuant to Section 8.5.

8.4 Force Majeure. Seller shall be excused from performance of its obligations under the terms of this Agreement to the extent that Developer is prevented by Force Majeure from carrying out, in whole or part, its obligations under the Developer CPA and Seller gives notice and details of the Force Majeure to Buyer as soon as practicable of Developer's non-performance (and in any event within five (5) Business Days after the Force Majeure first prevents performance by Developer), then Seller will be excused from the performance of Seller's obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). During the period in which, and to the extent that, obligations of Seller are excused under this section, Buyer will not be required to perform or resume performance of its obligations to Seller corresponding to the obligations of Seller excused by Force Majeure.

8.5 Remedies.

(a) Remedies for Event of Default. If at any time an Event of Default with respect to a defaulting Party has occurred and is continuing, the non-defaulting Party, without limiting any rights or remedies available to it under this Agreement or applicable law, shall have the right to (i) withhold any payments due to the defaulting Party under this Agreement, (ii) suspend performance due to the defaulting Party under this Agreement, and (iii) exercise all other rights and remedies available at law or in equity to the non-defaulting Party, including recovery of all reasonably foreseeable damages, whether direct or indirect. For Seller, such damages may include, without limitation, lost revenues in connection with any failure by Buyer to purchase Buyer's Percentage Share of the Production Share from Seller hereunder in accordance with the terms hereof. In addition and without limiting the foregoing, if Seller is the non-defaulting Party, Seller shall have the right to sell Buyer's Percentage Share of the Production Share produced by the Project to persons other than Buyer and recover from Buyer any loss in revenues resulting from such sales. For Buyer, such damages shall include, without limitation, any and all damages available at law or equity. Each Party agrees that it has a duty to exercise Commercially Reasonable efforts to mitigate damages that it may incur as a result of the other Party's default under this Agreement.

(b) The rights and remedies contained in this Article are cumulative with the other rights and remedies available under this Agreement or at law or in equity.

(c) Except as expressly provided in this Agreement, it is specifically agreed and understood that neither Party will be responsible to the other for any special or punitive damages whatsoever arising out of this Agreement or anything done in connection herewith. This Section 8.5(c) shall apply whether any such damage is based on a claim

**SUBJECT TO REVIEW AND COMMENT BY CVEC AND PARTICIPATING  
RECIPIENTS**

brought or made in contract or in tort (including negligence and strict liability), under any warranty or otherwise.

(d) After the Termination Date of the Agreement, Buyer shall have no further obligation to purchase Buyer's Percentage Share of the Production Share from the Project or to make any payment whatsoever under the Agreement, except for payments for obligations arising or accruing prior to the Termination Date. After the Termination Date, the Agreement shall not be construed to provide any residual value to either Party or any successor or any other Person, for rights to, use of, or benefits from the Project, subject to Section 11.10 (Survival).

(e) Limitation on Warranties. Except as expressly provided in this Agreement, each Party hereby disclaims any and all representations, warranties and guarantees, express or implied. Without limiting the foregoing, Seller does not warrant or guarantee the amount of Energy or Production Share to be generated by the Project.

#### **ARTICLE IX: ASSIGNMENT**

9.1 No Assignment Without Permission. Section 10.4 of the Developer CPA requires Developer's consent for the assignment or other transfer of this Agreement. Subject to that requirement and the following, the rights and obligations created by the Agreement shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the respective Parties hereto:

(a) Seller Assignment. Seller may assign, subcontract or delegate all or a portion of its rights, privileges or obligations under the Agreement to any Person, subject to the prior written approval of Buyer, such consent not to be unreasonably withheld; provided that prior notice to or consent of Buyer shall not be required for an assignment by Seller to any of Seller's individual Cooperative Members or individual members of the Cape Light Compact.

(b) Buyer Assignment. Buyer shall not assign, subcontract or delegate its rights, privileges or obligations under the Agreement without the prior written approval of Seller, such consent not to be unreasonably withheld.

Notice of any assignment that does not require prior written approval shall be provided to the other Party as soon as practicable. If a Party fails to obtain prior written approval of the non-assigning Party to the extent required for an assignment under this Section 9.1, such assignment is voidable by such non-assigning Party.

#### **ARTICLE X: DISPUTE RESOLUTION; GOVERNING LAW**

10.1 Dispute Resolution. Unless otherwise expressly provided for in the Agreement, the dispute resolution procedures of this Article X shall be the exclusive mechanism to resolve disputes arising

**SUBJECT TO REVIEW AND COMMENT BY CVEC AND PARTICIPATING  
RECIPIENTS**

under the Agreement. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding the Agreement. Any dispute that arises under or with respect to the Agreement that cannot be resolved shall in the first instance be the subject of informal negotiations between the Parties. The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute. The period for informal negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time period is modified by written agreement of the Parties. In the event that the Parties cannot resolve a dispute by informal negotiations, the Parties agree to submit the dispute to mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator, the Parties shall request that the American Arbitration Association, Boston, Massachusetts, appoint a mediator. The period for mediation shall commence upon the appointment of the mediator and shall not exceed sixty (60) days, unless such time period is modified by written agreement of the Parties. The decision to continue mediation shall be in the sole discretion of each Party. The Parties will bear their own costs of the mediation. The mediator's fees shall be shared equally by the Parties. In the event that the Parties cannot resolve a dispute by informal negotiations or mediation, the sole venue for judicial enforcement shall be Barnstable County Superior Court, Massachusetts. Notwithstanding the foregoing, injunctive relief from such court may be sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of the Agreement.

10.2 Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law.

**ARTICLE XI: MISCELLANEOUS**

11.1 Notices. All notices, demands, requests, consents or other communications required or permitted to be given or made under the Agreement shall be in writing and addressed to the following:

If to Buyer:

[Town]  
[Address]  
Attn: [Contact Person]  
Tel:  
Fax:  
Email:

If to Seller:



**SUBJECT TO REVIEW AND COMMENT BY CVEC AND PARTICIPATING  
RECIPIENTS**

Cape & Vineyard Electric Cooperative, Inc.  
23H2 White's Path, Suite 2  
South Yarmouth, 02664  
Attn: President  
Tel: (774) 722-1812

with a copy to:

Jeffrey M. Bernstein, Esq.  
BCK Law, P.C.  
271 Waverley Oaks Road, Suite 203  
Waltham, MA 02452  
Tel: (617) 244-9500  
Fax: (802) 419-8283  
Email: jbernstein@bck.com

Notices hereunder shall be deemed properly served: (a) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in the Agreement; (b) if sent by mail, on the third Business Day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in the Agreement; or (c) if by Federal Express or other reputable express mail service, on the next Business Day after delivery to such express mail service, addressed to the intended recipient at its address set forth in the Agreement. Either Party may change its address and contact Person for the purposes of this Section 11.1 by giving notice thereof in the manner required herein.

11.2 Entire Agreement; Amendments; Binding Effect. The Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof. The Agreement may only be amended or modified by a written amendment to the Agreement signed by both Parties hereto. The Agreement inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

11.3 Expenses. Each Party hereto shall pay all expenses incurred by it in connection with its entering into the Agreement, including, without limitation, all attorneys' fees and expenses.

11.4 No Joint Venture. Nothing herein contained shall be deemed to constitute either Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the Parties are individual and not collective in nature.

11.5 Collective Work Product. This Agreement shall be considered the work product of both Parties hereto, and, therefore, no rule of strict construction shall be applied against either Party.

11.6 Waiver. No waiver by either Party hereto of any one or more defaults by the other Party in the performance of any provision of the Agreement shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of either Party hereto to complain

**SUBJECT TO REVIEW AND COMMENT BY CVEC AND PARTICIPATING  
RECIPIENTS**

of any action or non-action on the part of the other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party so failing. A waiver of any of the provisions of the Agreement shall only be effective if made in writing and signed by the Party who is making such waiver.

11.7 Severability. If any section, phrase or portion of the Agreement is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of the Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of the Agreement and the benefits to the Parties are not substantially impaired.

11.8 Further Assurances. From time to time and at any time at and after the execution of the Agreement, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Agreement that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by the Agreement.

11.9 Headings and Captions. The headings and captions appearing in this Agreement are intended for reference only, and are not to be considered in construing the Agreement.

11.10 Survival. Termination of the Agreement for any reason shall not relieve Seller or Buyer of any obligation accrued or accruing prior to such termination, including, but not limited to, the obligations set forth in Article X (Dispute Resolution; Governing Law), which shall survive the expiration or termination of the Agreement.

11.11 Counterparts; Scanned Copy. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Agreement bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

11.12 Reports; Compliance with M.G.L. c. 40, Section 4A. Seller shall prepare an annual report which shall be provided, without charge, to Buyer and each of its Cooperative Members no later than sixty (60) days after the close of its fiscal year. Seller shall keep accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received. Seller agrees that it will perform regular audits of such records. Periodic financial statements shall be issued to Buyer and all Cooperative Members. Seller's officers responsible for this Agreement shall give appropriate performance bonds. Seller shall comply with all other applicable provisions of M.G.L. c. 40, §4A.

11.13 Special Terms and Conditions Exhibit. Buyer understands and agrees that this Agreement is Seller's standard form inter-governmental agreement for project development, and that modifications to the main body of this Agreement are not permitted. To the extent there are special terms and conditions,

**SUBJECT TO REVIEW AND COMMENT BY CVEC AND PARTICIPATING  
RECIPIENTS**

such terms and conditions will be set forth in Exhibit D attached here (the “Special Terms and Conditions”). To the extent there is a conflict between the Special Terms and Conditions and the main body of this Agreement, the Special Terms and Conditions will control.

11.14 Developer CPA. A form of the Developer CPA between the Developer and Seller is attached hereto as Exhibit E and hereby incorporated by reference into this Agreement.

*[Signature page to follow.]*

**SUBJECT TO REVIEW AND COMMENT BY CVEC AND PARTICIPATING  
RECIPIENTS**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**SELLER**

CAPE & VINEYARD ELECTRIC COOPERATIVE, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Vice-President

Cape & Vineyard Electric Cooperative, Inc.  
23H2 White's Path, Suite 2  
South Yarmouth, 02664

Tel: (774) 722-1812

**BUYER**

**[INSERT]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**[INSERT ADDRESS]**

List of Exhibits to Agreement

- Exhibit A – Description of the Facility and Production Share
- Exhibit B – Buyer's Percentage Share and Price
- Exhibit C – Buyer's Accounts
- Exhibit D – Special Terms and Conditions
- Exhibit E – Form of Developer CPA

**SUBJECT TO REVIEW AND COMMENT BY CVEC AND PARTICIPATING  
RECIPIENTS**

**EXHIBIT A**

**DESCRIPTION OF THE FACILITY AND PRODUCTION SHARE**

- (I) Definition of Property. The Facility shall consist of a 2,250 kW (AC) solar photovoltaic array already in operation, and a 2,300 kW (AC) solar photovoltaic array, for a cumulative capacity of 4,550 kW (AC). The Property shall be the real property located at 661 Hixville Road, Dartmouth, Massachusetts. The array will be a ground-mounted system and will use inverters to connect direct current (DC) electricity into alternating current (AC) electricity suitable for feeding in the electric grid, through an LDC metering device.
- (II) Definition of Production Share. “Production Share” shall be Seller’s Allocation Percentage of the Net Metering Credits generated by the Facility and allocated to Seller from Host Customer pursuant to the Developer PPA. “Seller’s Allocation Percentage” shall have the same meaning as the term “Buyer’s Allocation Percentage” as defined in the Developer CPA.
- (III) Amendment of this Exhibit. Seller shall have the right to amend this exhibit from time to time as reasonably necessary throughout the Term of this Agreement to modify its Production Share as permitted or required by the Developer CPA.

**SUBJECT TO REVIEW AND COMMENT BY CVEC AND PARTICIPATING  
RECIPIENTS**

**EXHIBIT B**

**BUYER'S PERCENTAGE SHARE AND PRICE**

(a) Subject to the provisions below, Buyer shall be allocated Net Metering Credits associated with a projected 800,000 kWh of Net Energy ("Buyer's Allocation") from the Facility, which equals twenty-one-point sixteen percent (21.16%) of the total Production Share ("Buyer's Percentage Share"), priced as set forth below. The Parties acknowledge and agree that the actual Buyer's Percentage Share received by Buyer may be slightly higher or lower based on administration of the distribution of all percentage shares from the Facility (including Buyer's Percentage Share) in accordance with the LDC's accounting and Schedule Z requirements, provided that any difference between Buyer's Percentage Share and the percentage actually received by Buyer will be *de minimis*.

Pursuant to Sections 5.1 and 5.2, for any month during the Term when Production Share is delivered to Seller, the price shall be an amount equal to the greater of (a) seventy eight percent (78%) of the Net Metering Credit Value as determined under Net Metering Regulation §18:04 for that Billing Period (as defined in the Net Metering Regulations), or (b) \$0.080/kWh, the Minimum Purchase Price from which an additional administrative adder of \$0.01 per kWh of Net Energy for each Net Metering Credit allocated to Buyer will be apportioned for Seller (the "*Price*"). Seller will invoice Buyer for the administrative adder on a monthly basis, providing Buyer with an invoice that contains sufficient detail for Buyer to verify the calculation and the total amount due and payable for the administrative adder. Buyer shall pay Seller for the administrative adder within twenty-one (21) days of receipt of Seller's invoice. All such invoices shall be paid by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by Seller. For the avoidance of doubt, Buyer's quarterly payments to Seller for the administrative adder will not be paid into the financial account associated with the Master Lockbox and Security Agreement referred to in Section 5.2(b) of this Agreement.

Buyer and Seller acknowledge that Buyer's Allocation above is based on the projected annual Net Energy from Seller's total Production Share from the Facility and that in any given year, the actual production of Net Energy from the Facility may be more or less than projected. For this reason, the projected Buyer's Allocation shown above may change from time to time depending upon the actual production of Net Energy from the Facility. In addition, pursuant to Section III of Exhibit A, Buyer's Allocation may change in the event that there is an amendment to Seller's Production Share under the Developer CPA. Seller will not need to amend this Exhibit B upon a change to Buyer's Allocation.

(b) The Term for provision of Production Share under the Agreement shall be as provided in Article IV (Term).

(c) The price does not include any applicable Governmental Charges.

**SUBJECT TO REVIEW AND COMMENT BY CVEC AND PARTICIPATING  
RECIPIENTS**

- (d) Buyer's actual kWh of Production Share shall be determined on an annual basis according to Buyer's Percentage Share; provided that, in no event shall Buyer be obligated to purchase more than 110% of Buyer's Allocation as defined in (a) above.
- (e) Seller may amend Buyer's Percentage Share of the total Production Share under this Agreement in the event that: (i) a Cooperative Member or other purchaser that initially requested to reserve kWh of Electricity from the total Production Share elects not to enter into a net metered power sales agreement with Seller, or terminates its net metered power sales agreement with Seller; or Seller and another Cooperative Member or other purchaser amend such other Cooperative Member or other purchaser's requested, provided that, in all such instances, Buyer's Percentage Share shall not obligate Buyer to purchase more than 110% of Buyer's Allocation.
- (f) Upon mutual assent of the Parties, the Parties may amend this exhibit to increase or decrease Buyer's Allocation.
- (g) Pursuant to Section 3.5 of the Agreement, if the LDC elects to purchase rather than allocate Net Metering Credits for the Facility, Seller shall remit the Net Savings to Buyer as soon as practicable upon receipt of Seller's net savings remitted by the Developer as set forth in Section 6.1(a) of the Developer CPA .



**SUBJECT TO REVIEW AND COMMENT BY CVEC AND PARTICIPATING  
RECIPIENTS**

**EXHIBIT C**

**BUYER'S ACCOUNTS**

Upon Seller's written request, which may include electronic mail, in order to facilitate Developer's preparation of the Schedule Z(s), Buyer shall promptly provide to Seller the electric utility accounts with the LDC to be listed on Schedule Z for the Interconnection Agreement for the Facility ("Accounts"), including the following information regarding each such Account:

- LDC customer name
- Account billing address
- LDC account number
- Annual LDC electricity charges
- Annual kWh usage
- Percentage of Buyer's Percentage Share of Production Share to be allocated to such account

Without reducing Buyer's Percentage Share of the Production Share, Buyer may from time to time request an adjustment in the proportionate percentages of Net Metering Credits to be allocated to each individual Account, and may remove or add individual Accounts, by providing such written request to Seller. Buyer acknowledges that any such request cannot be inconsistent with its obligations under the Agreement.

Seller shall promptly review such request and coordinate with Developer with respect to the filing with the LDC of an amended Schedule Z (or of amended Schedule Zs, as the case may be) pursuant to the then-applicable Net Metering Rules. The Parties acknowledge that the timing of the LDC's implementation of such an adjustment to the percentages set forth on a Schedule Z shall be in the control of the LDC and Buyer may continue to receive allocations of Net Metering Credits under previously agreed percentages until the LDC has implemented the requested amendments. Seller shall use Commercially Reasonable efforts to facilitate the LDC's implementation of such amendments.



**SUBJECT TO REVIEW AND COMMENT BY CVEC AND PARTICIPATING  
RECIPIENTS**

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS APPLICABLE TO  
THIS INTER-GOVERNMENTAL NET METERING CREDIT PURCHASE  
AGREEMENT**

**Nexamp Draft 12-27-2017 Compared to BCK Draft 1-14-16**

**SUBJECT TO REVIEW AND COMMENT BY CVEC AND PARTICIPATING  
RECIPIENTS**

**EXHIBIT E**

**FORM OF DEVELOPER CPA**



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
January 23, 2018

# VII

### BUSINESS – E. CHR Request

<b>REQUESTED BY:</b>	<b>Community Housing Resource, Inc.</b>
<b>DESIRED ACTION:</b>	<b>Award request of CDBG Program Income to 250 Gull Pond Road of \$75,352.</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the award of \$75,352 from Community Development Block Grants Program Income to Community Housing Resource, Inc. for 250 Gull Pond Road Rental Housing Development.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



## M e m o r a n d u m

**To:** Brian Carlson, Assistant Town Administrator  
**From:** Alice Boyd, Bailey Boyd Associates, Inc.  
**Subject:** Wellfleet CDBG Grant Program Income  
**Date:** January 17, 2018

In July of last year Bailey Boyd Associates was hired by the town of Wellfleet to complete an evaluation, compilation and plan for the CDBG program income held by the town of Wellfleet. This CDBG program income has been earned through the repayment of housing rehab loans over the past 20 years.

In the months since we were hired DHCD has made significant changes to the way Program Income is handled. We've worked with them extensively to ensure that you will be in compliance.

Today program income is determined based upon the year the grant was closed out by DHCD and how much is repaid. Based upon the years that Wellfleet received CDBG funding the town's current Program Income balance is \$134k. This is a mixture of Program Income and Miscellaneous Income.

To ensure compliance with DHCD and avoid reclamation of program income funds the town may chose to fund projects in keeping with Wellfleet's current Program Income Plan. The following are options:

- The town holds a contract with the Cape CDP for housing rehab loan monitoring that should be honored. The total funding to be encumbered for this contract is \$19,500
- Bailey Boyd Associates will be submitting an invoice for under \$4,000 for our work administering these changes to comply with the new regulations

The remaining balance is approximately \$110,500.

Ted Malone of Community Housing Resource, Inc. is submitting a request to the Board of Selectmen to use Program Income totaling \$75,000 for Phase 2 Site Work at 250 Gull Pond Road. This is an eligible expense as it will generate additional affordable housing for the town. As you may recall the town received CDBG funding for the same infrastructure work at Sally's Way.

Community  
Housing  
Resource  
Inc

16 January 2018

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



Re: Request for Award of CDBG Program Income  
250 Gull Pond Road, Wellfleet

Dear Members of the Board of Selectmen:

Please receive this correspondence as a formal request from Community Housing Resource, Inc. (CHR) for an allocation of \$75,000 of CDBG Program Income held by the Town of Wellfleet.

These funds have been received by the Town as repayments on Housing Rehabilitation Loans originated with CDBG funds. According to Alice Boyd, Grant Administrator for the Town, these "program income" funds may be used by the Town to support other affordable housing activities.

As you know CHR was awarded designated developer status for this property by the Wellfleet Housing Authority in June 2006. The Town provided the land for the development and CDBG Reserve funds were secured from the MA DHCD to support infrastructure / site work for the development. CHR also secured \$500,000 in public subsidy from County and State sources, \$144,112 in Town CPA funds, \$228,000 of Wellfleet Housing Authority Affordable Housing Trust Funds, and \$591,000 in permanent loan funds from Massachusetts Housing Partnership.

These committed funds however did not cover the costs of the development. An increase of permanent debt that was expected to offset some of the cost increases, unfortunately is not supportable due to a decrease in the HUD published rent limits. To cover much of the higher costs, CHR must defer its compensation for Development Services as a loan to the project. A gap of \$75,352 still exists.

While several construction costs line items have exceeded estimates, site work costs represent a significant part of the increases in project cost. This site work included retaining walls and exterior steps for 2nd means of egress, road drainage corrections / improvements, utility connections, and supplemental landscape improvements. Since the original CDBG award to the project was for site work / infrastructure improvements, it seems fitting that CDBG Program Income be directed towards costs associated with site work of the development. A Use of Funds / Cost Allocation is attached to support our request of \$75,382.

tel 508 487 2426  
fax 508 487 5905  
www.chrgroup.net

PO Box 1015  
35 Conwell Street  
Provincetown, MA  
02657

## 250 Gull Pond Road CDBG Program Income Request

### Phase 2 Site Work

Earth Work

Site Utilities

Roads & Walks

Lawns & Planting

Geotechnical Conditions

**Subtotal Site Work**

**General Conditions @ 2.4%**

**GC Fee @ 5.75%**

**Total**

Cost	Description
\$5,002	Excavation for retaining
\$10,103	trenching for gas, electric and water, bring sweeps and risers to new pole.
\$5,700	repair paving to catch basin, install paved aprons
\$13,596	landscaping / supplemental revegetation of slopes
\$35,185	retaining walls and steps
\$69,585	
\$1,670	
\$4,097	
<b>\$75,352</b>	



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
January 23, 2018

# VII

### BUSINESS – F. 2018 IRS rate

<b>REQUESTED BY:</b>	<b>Town Administrator</b>
<b>DESIRED ACTION:</b>	<b>Acceptance of 2018 IRS Rate</b>
<b>PROPOSED MOTION:</b>	<b>I move to vote to accept the IRS 2018 Standard Mileage Reimbursement Rate of \$0.545 per mile for business travel.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):          
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

## Jane Tesson

---

**From:** MMAAA <mmaaa-bounces+jane.tesson=wellfleet-ma.gov@listserve.com> on behalf of Leah Talbot via MMAAA <mmaaa@listserve.com>  
**Sent:** Thursday, December 21, 2017 9:51 AM  
**To:** mmaaa@listserve.com  
**Subject:** [MMAAA] 2018 IRS Mileage Rate  
**Attachments:** ATT00001.txt

IR-2017-204, Dec. 14, 2017

WASHINGTON — The Internal Revenue Service today issued the 2018 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on Jan. 1, 2018, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 54.5 cents for every mile of business travel driven, up 1 cent from the rate for 2017.
- 18 cents per mile driven for medical or moving purposes, up 1 cent from the rate for 2017.
- 14 cents per mile driven in service of charitable organizations.

The business mileage rate and the medical and moving expense rates each increased 1 cent per mile from the rates for 2017. The charitable rate is set by statute and remains unchanged.

The standard mileage rate for business is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

A taxpayer may not use the business standard mileage rate for a vehicle after using any depreciation method under the Modified Accelerated Cost Recovery System (MACRS) or after claiming a Section 179 deduction for that vehicle. In addition, the business standard mileage rate cannot be used for more than four vehicles used simultaneously. These and other requirements are described in Rev. Proc. 2010-51.

Notice 2018-03, posted today on IRS.gov, contains the standard mileage rates, the amount a taxpayer must use in calculating reductions to basis for depreciation taken under the business standard mileage rate, and the maximum standard automobile cost that a taxpayer may use in computing the allowance under a fixed and variable rate plan.





## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
January 23, 2018

# VII

### BUSINESS – G. 2017 Annual Town Report

<b>REQUESTED BY:</b>	<b>Dennis Murphy, Chair</b>
<b>DESIRED ACTION:</b>	<b>Approval of the 2017 BOS Annual Town Report</b>
<b>PROPOSED MOTION:</b>	<b>Move to approve the 2017 Annual Report of the Board of Selectmen.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

## Board of Selectmen

During 2017 the Board of Selectmen welcomed newly elected member Kathleen Bacon and said thank-you to retiring Vice Chair Berta Bruinooge for her years of service to the Town of Wellfleet. Dennis Murphy was re-elected as Chair and Janet Reinhart was elected as Vice Chair.

The Board continued to make progress on their goals for the year with the dredging of Wellfleet Harbor leading the way. All state permits required for the dredging project have now been approved. Other progress on goals included:

- A full-time building inspector was hired in January 2017.
- A forensic audit of the Shellfish Department budget was undertaken in early 2017.
- A decision was made to rehab the existing recreation building at Mayo field instead of building a new facility.
- An education program for Town volunteers and staff was started in 2017. The education program will be an ongoing project.

Important decisions were made by the Board of Selectmen during 2017 and included:

- Approval of Town Hall Commons beautification proposal from the Wellfleet Arbor Group.
- Approval of the Wellfleet Memorial Garden next to Preservation Hall as proposed by the Live for Lou non-profit group.
- Reappointment of Town Clerk Joseph Powers
- Appointment of Shellfish Constable Nancy Civetta
- Approval of the White Crest Beach parking lot expansion
- Recommendation that the old COA building be converted into additional town office and records storage space. This proposal will be brought to 2018 annual town meeting for approval of funding.
- Approval of the Housing Needs Assessment and Action Plan.
- Approval of the expansion of the Fiber Optic network to the Wellfleet Library, Dept. of Public Works building and the Council on Aging building.

The Board of Selectmen is very thankful for the all the employees, volunteers and residents who make Wellfleet such an exceptional and distinct community.

Respectfully submitted,  
Dennis Murphy, Chair  
Janet Reinhart, Vice Chair  
Kathleen Bacon  
Jerry Houk  
Helen Miranda-Wilson



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
January 23, 2018

# VII

### BUSINESS – H. Outer Cape Energize Program

<b>REQUESTED BY:</b>	Assistant Town Administrator and Energy Committee
<b>DESIRED ACTION:</b>	Update, review and approval of tax bill insert for the Outer Cape Energize Program.
<b>PROPOSED MOTION:</b>	Move to approve the tax bill insert for the Outer Cape Energize Program as presented.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

## **GO GREEN TO SAVE GREEN!!**



### **Join us for a FREE community informational program**

- Get a **FREE** energy audit for your rental, home, business or non-profit organization
- Get rebates for energy efficient appliances
- Qualify for **FREE**/heavily subsidized conservation measures
- Install solar panels at a significant discount for your home, business or non-profit
- Reduce, **eliminate**, or **get a credit** on your Eversource bill!
- Get a quarterly cash payment for your solar production!
- Replace old heat/hot water heaters with high efficiency air source heat pumps
- Purchase or lease an electric vehicle, qualify for rebates and tax breaks

**For more information, including about community meeting dates & locations go to:**

[www.OuterCapeSolarize.org](http://www.OuterCapeSolarize.org)  
[www.facebook.com/OuterCapeSolarize](https://www.facebook.com/OuterCapeSolarize)

---

Outer Cape Energize is sponsored by the Towns of Eastham, Wellfleet, Truro & Provincetown



Funding provided by Massachusetts Clean Energy Center. We proudly partner with Cape Light Compact, Self-Reliance, and Wellfleet Bay Audubon Sanctuary



For more information, including about community meeting dates & locations go to:

[www.OuterCapeSolarize.org](http://www.OuterCapeSolarize.org)  
[www.facebook.com/OuterCapeSolarize](https://www.facebook.com/OuterCapeSolarize)

## **Outer Cape Energize**

### **Update - Wellfleet Board of Selectman**

**1/23/18**

#### **Summary**

The energy committees of the towns of Provincetown, Truro, and Wellfleet and the administration of Eastham (which has no energy committee) have come together to facilitate solar photovoltaic installations, reduction of carbon emissions, and energy conservation in the member towns on the Outer Cape. The name Outer Cape Energize is being utilized to represent the four towns for the purposes of the proposed program. The program is supported by the MA Clean Energy Center with marketing funds and technical assistance. The Outer Cape Energize Program is coordinated by a Steering Committee formed of two representatives from the energy committees of Provincetown, Truro, and Wellfleet, and a representative from Eastham appointed by the Town Administrator.

The program is centered on grassroots outreach and public communication programs driven by volunteer efforts.

The program has three goals:

- To encourage solar photovoltaic (PV) installations for residents and small businesses on the Outer Cape;
- To encourage the adoption of technologies that use green-generated electricity in place of carbon-based fuels;
- To encourage the overall reduction of energy usage through conservation measures (Cape Light Compact energy audits and follow up work)

For solar PV installations, in addition to the generally available incentives for solar installation, the selected solar installer will offer tiered pricing. The more solar purchased during the six-month intensive outreach program, the lower the price that participants will pay. The solar PV program targets two audiences, residential electricity users and small business users.

As a way to promote carbon reduction, the program focuses on the installation of air-source heat pumps and mini splits, but also provide information about air-source hot water heaters and electric vehicles.

To encourage conservation measures staff from the Cape Light Compact explain their program to provide free home energy audits and incentives to adopt conservation measures.

## Update

### Since the program began operation in October, 2017:

Seven Community meetings have been held, rotating among the four Outer Cape towns.

A Competitive bidding process (including RFP development) with MA CEC was begun to select a Solar Installer. Proposals were due on 1/17/18 - six proposals (compared to the one that Wellfleet alone received in the last Solarize Program) were received. We are hopeful that the competition will result in better savings for residences and businesses. After review of the proposals by the MA CEC and Outer Cape Energize, and Installer interviews, we anticipate announcing a selected Solar Installer on 2/8/18.

Marketing materials have been developed and Ads are running in the Provincetown Banner and Cape Cod Times. We have received some good press coverage (Lower Cape TV, the Banner, and Cape Cod Times)

We are working on a mailing to the non-resident taxpayer's associations of each of the four towns.

We are working on a Property Tax insert for each of the four towns.

We are contacting businesses throughout the Outer Cape through Chambers of Commerce and directly on a one on one basis.

Cape Light Compact has received 170 requests for Energy Assessments across the Outer Cape since the end of September (the first meeting announcing the Program - at Wellfleet Library). This is an increase of 16% over the comparable period in the prior year. We believe most or all of this is due to the Program's efforts.

We have expressions of interest in solar panels and/or other carbon replacement technologies from 100 residents and businesses across the four towns. We expect this number to grow substantially as the word gets out over time and based on the upcoming announcement of a selected Solar Installer.

### Going forward:

We will be holding special "Meet the Installer" Community meetings on 2/14 (Truro), 2/15 (Eastham) , 2/21 (Provincetown), and 2/22 (Wellfleet). At these and subsequent meetings, the Installer will begin to sign up interested individuals and businesses.

In addition to the meetings, the solar Installer will be contacting individual residents and businesses with our assistance and guidance and begin the process of site evaluation and contracting.

We will continue our every other week Community meetings including with Installer representatives present and Advertising until approximately June - this could be extended.

We will be directly contacting businesses on a one on one basis to complement the Community meetings that are primarily attended by Residents.





## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
January 23, 2018

VIII

---

# TOWN ADMINISTRATOR'S REPORT



# TOWN OF WELLFLEET

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

To: Board of Selectmen  
From: Dan Hoort, Town Administrator  
Subject: Town Administrator's Report  
Date: January 19, 2018

This report is for the period January 6, 2018 through January 19, 2018.

1. General
  - none
2. Fiscal Matters
  - None.
3. Meetings
  - January 9 – Internal staff meeting to review available grants for technology
  - January 9 – Dredging Task Force Meeting
  - January 10 – Meeting regarding worker's compensation
  - January 15 – Holiday
  - Dredging Meetings:
    - January 16 – D.C. meeting with Office of Management in Budget
    - January 16 – D.C. meeting with Senator Warren's office
    - January 16 – D.C. meeting with Senator Markey
    - January 17 – D.C. meeting with Army Corp of Engineers
    - January 17 – D.C. meeting with Senator Warren
    - January 17 – D.C. meeting with Congressman Keating
  - January 18 – Meeting with FinCom member Fred Magee
  - January 19 – MMA Conference in Boston
  - January 20 – MMA Conference in Boston
4. Complaints.
  - none
5. Miscellaneous.
  - none
6. Personnel Matters:
  - none



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
January 23, 2018

IX

### TOPICS FOR FUTURE AGENDAS

Requested by:	Topic:	Requested to be on:



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
January 23, 2018

X

### CORRESPONDENCE AND VACANCY REPORT

Date: January 18, 2018  
To: Board of Selectmen  
From: Jeanne Maclauchlan  
Re: Vacancies on Town Boards

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

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

**Cable Advisory Committee (5 Members)**

Vacant Positions	Appointing Authority	Length of Term
3 Positions	Board of Selectmen	1 year
Requesting Appointment: No applications on file		(1 = 5 months to complete term)

**Commission on Disabilities (up to 7 Members)**

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

**Comprehensive Wastewater Management Planning Committee (7 Members)**

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

**Council on Aging Committee (11 Members)**

Vacant Position	Appointing Authority	Length of Term
1 Position	Board of Selectmen	5 months to complete term
Requesting Appointment: <b>One application on file</b>		

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

Vacant Positions	Appointing Authority	Length of Term
2 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)**



## BOARD OF SELECTMEN

### AGENDA ACTION REQUEST

January 23, 2018

---

<b>Vacant Positions</b>	<b>Appointing Authority</b>	<b>Length of Term</b>
1 Position	Town Moderator	3 years
2 Alternate Positions		3 years
Requesting Appointment: No applications on file		
<b>Herring Warden (1 Warden, 1 Assistant Warden)</b>		
<b>Vacant Positions</b>	<b>Appointing Authority</b>	<b>Length of Term</b>
1 Assistant Position	Board of Selectmen	3 years
Requesting Appointment: No applications on file		
<b>Historical Commission (7 members)</b>		
<b>Vacant Positions</b>	<b>Appointing Authority</b>	<b>Length of Term</b>
1 Position	Board of Selectmen	5 months to complete term
Requesting Appointment: <b>One application on file</b>		
<b>Local Housing Partnership (5 Community Members)</b>		
<b>Vacant Positions</b>	<b>Appointing Authority</b>	<b>Length of Term</b>
1 Community Position	Board of Selectmen	5 months to complete term
Requesting Appointment: No applications on file		
<b>Personnel Board (4 members + TA + FinCom Rep)</b>		
<b>Vacant Positions</b>	<b>Appointing Authority</b>	<b>Length of Term</b>
3 Positions	Board of Selectmen	3 years
Requesting Appointment: <b>One application on file</b>		
<b>Planning Board (7 members)</b>		
<b>Vacant Positions</b>	<b>Appointing Authority</b>	<b>Length of Term</b>
1 Position	Board of Selectmen	5 years to complete term
Requesting Appointment: No applications on file		
<b>Recycling Committee (11 members)</b>		
<b>Vacant Positions</b>	<b>Appointing Authority</b>	<b>Length of Term</b>
1 Position	Board of Selectmen	3 years
1 Position	Board of Selectmen	5 months to complete term
Requesting Appointment: No applications on file		
<b>Shellfish Advisory Board (7 Members, 2 Alternates)</b>		
<b>Vacant Positions</b>	<b>Appointing Authority</b>	<b>Length of Term</b>
1 Alternate Position	Board of Selectmen	3 years
Requesting Appointment: No applications on file		



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
January 23, 2018

# XI

### MINUTES

<b>REQUESTED BY:</b>	<b>Executive Assistant</b>
<b>DESIRED ACTION:</b>	<b>Approval of meeting minutes</b>
<b>PROPOSED MOTION:</b>	<b>A. I move to approve the minutes of 12.19.2017 (joint meeting with the Finance Committee) as printed/as amended.</b> <b>B. I move to approve the minutes of 1.9.2018 as printed/as amended.</b>
<b>ACTION TAKEN:</b>	<b>A. Moved By: _____ Seconded By: _____</b> <b>Condition(s):</b>  <b>B. Moved By: _____ Seconded By: _____</b> <b>Condition(s):</b>
<b>VOTED:</b>	<b>Yea _____ Nay _____ Abstain _____</b>



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
January 23, 2018

XI

### Draft

#### Wellfleet Board of Selectmen

#### Minutes of the Meeting of December 19, 2017 joint Meeting with the Finance Committee Wellfleet Senior Center 7:00 p.m.

**BOS Members Present:** Dennis Murphy - Chair, Janet Reinhart – Vice Chair, Kathleen Bacon - Clerk, Helen Miranda Wilson, Jerry Houk.

**BOS Members Absent:** None

**FinCom Members Present:** Janet Loewenstein – Chair, Kathleen Granlund, Linda Pellegrino, Ira Wood, Robert “Bob” Wallace

**FinCom Members Absent:** Stephen Polowczyk, Fred Magee.

Staff: Dan Hoort - Town Administrator, Brian Carlson – Assistant Town Administrator, Radu Luca – Executive Assistant to the Town Administrator.

The meeting was called to order at 7:00 p.m. by Dennis Murphy.

#### I. Announcements, Open Session and Public Comment

Chief Ron Fisette announced that police officers grew their beards for charity and proceeds would go to the WES. “Operation Safe Ride,” implemented a few years back and proven to be very effective and successful, will be in effect again on New Year’s Eve.

Jude Ahern thanked Tom Cole for putting BOS meetings video links on the Town website, asked when the TA’s evaluation would come up and whether the public would have a chance to see / hear it. Murphy said the evaluation is done and scheduled for Jan 9, but wanted to allow the BOS to review the comments they put down in the review sheet the evaluation will also be posted online on the Town’s website before the meeting.

#### II. Business – Joint Meeting with Finance Committee

The FinCom meeting was called to order at 7:05p.m. by Janet Lowenstein.

The FinCom and BOS asked each department to come up to the microphone and present a short synopsis of their respective budgets.

The BOS decided to not take a vote tonight, but to wait for the FinCom to ask questions and take a vote at their future meeting.



## BOARD OF SELECTMEN

### AGENDA ACTION REQUEST January 23, 2018

---

#### **FY 2019 Budget Reviews**

##### **A. Department of Public Works**

Mark Vincent and Jean Leidenfrost presented the DPW overall budget one line item at a time. New heating methods in town-owned buildings had been pursued, which helped save around \$15k in oil heat. Reinhart pointed out the \$87K budgeted for the electric bill. Operations budget helps maintain equipment and is in line with what's typically been presented. Bacon asked about possibly getting grants for storm-water runoff mitigation, which is always being looked at by DPW. Highways budget includes what's used for repairs, drainage work, future (unforeseen) projects and paving. We're ahead of the game as far as repairs go, but looking down the road, we won't be able to keep up if the budget line item isn't raised over time. Snow Removal Budget is level funded for the third year in a row and variables include the type of winter. Under MGL, this is the only budget line item we're allowed to overspend under. Murphy asked whether there's anything in the Board of Selectmen's Maintenance of Paved Private Roads policy about sweeping private roads. Mark Vincent stated that providing such maintenance is the DPW's decision. Generally, the DPW sweeps private paved roads once a year. Murphy asked about the total amount of miles that the Town is sanding on private roads. Mark Vincent stated that we have approx. 120 private paved roads that we plow and sand, and approximately 80 town roads that we plow and sand, but the lane miles of private roads might be shorter than that of public roads. The Street Lights budget is level-funded. We switched to LED lights a few years back which saved money and electricity. The Transfer Station budget saw a slight reduction compared to last year and covers recycling, trash, landfill monitoring, etc. The budget for DPW Fuel has all been consolidated and placed under the Transfer Station, and that's around \$50K.

Bob Wallace asked whether the Cahoon Hollow parking lot repair affected the budget this year. Mark Vincent said that there were staff and fuel operating costs, but that the DPW absorbed those costs.

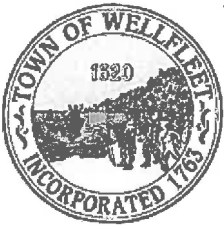
Janet Lowenstein asked about any future concerns regarding all these line items. Mark Vincent said that National Sword (China) has become more particular about how they receive recyclables in terms of the quality and sorting of what's sent to them. Right now, our residents are required to separate recycled items. If we went to a single-stream system, China's new policy could increase the recycling budget by \$20K.

Reinhart asked whether the Transfer Station fees should be reviewed. Mark Vincent said that process is done by the Board of Health and for the time being those fees are appropriate. Bacon asked whether recycled material would be a commodity in the future and appreciate the effort DPW put into this budget.

Wilson thanked Dan Hoort and all department heads for the work they put into their budgets.

##### **B. Police Department**





## BOARD OF SELECTMEN

### AGENDA ACTION REQUEST

January 23, 2018

Chief Fisette presented the budget. The Chief used the same format as was used in the past. The department budget came in roughly below or right at Proposition 2 ½. Overall there aren't any major changes compared to the previous year. Hoort said the overall budget came in at an increase of 1.8 % in operations and dispatch was up 2.4%.

Some of the new concerns are the cost of the new building and retention of good staff people, especially those with families. We're a small town. Larger towns that pay higher salaries and have more activity. Asked about possibly recruiting people who didn't want more excitement, the Chief said we try to find the best staff that we can, but sometimes they need higher salaries because they are getting married, or still going to school, etc.

The Animal Control Officer is a part-time position, but it is marked as a full-time position in the FY19 budget. We will need a full-time Animal Control officer. Officer Keogh, who currently serves as our ACO, is a great asset. Houk inquired about recent events at the Marketplace. And whether the Police Department encourage businesses to have cameras and alarms. Technology can work to our advantage. The Marketplace robbery is still being actively investigated.

### **C. Fire Department**

Chief Pauley presented the Fire Department budget. He summarized the recent reorganization of the Department. The Chief spends a good deal of time responding to fire prevention questions, making inspections and related issues. This is something that has to happen consistently. There are now two people in training to be firefighter/paramedics, one of whom will be promoted to that position. Otherwise, the Department is right on target and going at the right pace. Promoting a fourth lieutenant comes with a price tag. Also, the Administrative Assistant position needs to be brought up from thirty-five to forty hours per week. We're competing with other Cape towns to hire full-time firefighters. Chief hopes to retain good quality staff, but also recruit new ones.

There was a question from the Fin Com as to whether Eastham's Fire Department budget was comparable to Wellfleet's. Eastham received a grant to fund four additional staff.

Other concerns include the replacement of the aerial ladder truck which could cost approximately \$875K. The body and chassis of the one we have now, which is a 1986 model, has deteriorated. The Department's radio system needs to be replaced which could cost \$250-300K. The Department has been aggressively seeking grants through the Assistive Firefighter Grant Program. The Chief hopes we'll be successful. He will come before the BOS in the future, requesting permission to apply for these grants.

Murphy asked how often the aerial fire truck was used this year. The Chief responded by saying the ladder was unavailable for at least 90 days this year, and was mainly used for chimney fires. Wilson asked if the Department had regular ground ladders that can be used. Chief explained that all trucks are equipped with ground ladders. She asked whether there was a more inexpensive vehicle that



## BOARD OF SELECTMEN

### AGENDA ACTION REQUEST

January 23, 2018

could meet our needs. The Chief explained that the truck is a multi-purpose vehicle. It has a fire pump, a holding tank and a pre-piped water way, as well as the 185' aerial ladder. It's something that's needed, especially in the downtown area and around commercial buildings, and it's instrumental in maintaining our ISO rating.

An average fire incident requires a minimum of 14-15 Department personnel to show up. We can use help from neighboring towns, but it doesn't take much to utilize all Fire Department staff all at once in case of an incident. Sometimes it's challenging to deal with the situation at hand and assign tasks.

Reinhart would like to commend both the Fire and Police Departments for an incident that happened the previous week. The Department handles calls very well and has very good employees who risk their lives.

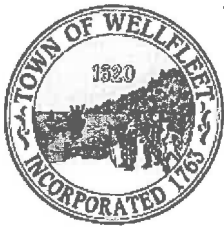
Houk inquired about the recent accident at Outer Cape Health. On duty during the incident were the crew, the Chief, one off-call, and two on-call people: six total. Three patients needed to be transported from the site of the motor vehicle crash and required nine people to tend to them. Any motor vehicle incident can eat up the Department's resources quickly. Houk inquired about the request to hire another lieutenant. The Department's requested budget increase over last year is 3.8 %.

#### **D. Shellfish Department**

Nancy Civetta and John Mankevetch presented the Shellfish Department budget. Nancy would like to thank the people in the room who are members of the Shellfishing community for showing up at the meeting. The budget is very small compared to that of the Town's other departments. This year, they are asking for some increases based on strategies to best perform the Department's responsibilities and for maintaining our natural resources. There is a need for the Deputy Shellfish Constable to take on even more propagation work, which explains the proposed increase in salary. There is a recreational fishery that is open twice a week at Indian Neck, for three months of the year, for which we need another seasonal, part-time person for at least four hours a day, four days a week, on Wednesdays and Sundays. Mankevetch discussed propagation plans for quahogs and oysters. For the past years, propagation has been level-funded at \$6k. The Department is asking for an additional \$19K in FY19 to bring the budget to \$25K (which will include rollover funds and sponsorships through grants).

Lowenstein asked whether the request for the purchase of bigger seed would be needed in years to come. The answer was no. A goal is to propagate-shellfish that are predator-resistant. If larger quahog seed were purchased, the price per thousand would go down significantly. It was established that the Town has two existing pits for overwintering oysters already.

Wallace asked where the pits are located and mentioned that bigger oysters don't always survive well when pitted. The purchase of more seed for commercial and non-commercial harvest would be economically justifiable. About 70% of it would be raised for the commercial fishery and 30% for recreational harvesters. This year, there is little clam seed in the harbor and so the Department wants to focus on propagating clams for the time being.



## BOARD OF SELECTMEN

### AGENDA ACTION REQUEST

January 23, 2018

Wood inquired about the discrepancy between the Shellfish Department's and the TA's budgets. The TA's budget is the one presented for approval.

Particulars about having found a good source of cultch and getting it here were given by Mankevetch. Asked whether procuring the cultch for next spring's propagation program was put out to bid, he said "Not as of yet". He thought that the Town was getting a good deal, given the regular price of trucking. The TA said that the contract would be put out to bid before FY19 started. The figures used were just estimates. He would like to see more seed being used for recreational purposes. With the added investment we're proposing, he thinks we should be able to achieve success. Since she began as Constable, Civetta has implemented daily patrol reports. For commercial data, she uses what is available from what is reported from Wellfleet to the Division of Marine Fisheries. Information has been collected as accurately as possible.

Bacon would trust our Wellfleet shellfishermen, whose livelihood depend on the health of the product, to follow and comply with all State regulations regarding vibrio and now Shellfish is an ever stronger three-people department and questions the need for another individual. The real issue at stake is the dredging of the Harbor and how that might affect recreational and commercial shellfishing as well as the propagation program. Bacon is concerned about the open slips due to black mud and said they are an environmental issue. Bacon asked whether, going forward, Shellfish developed a site plan for an upweller, a Shellfish Management Plan draft, and formalized job descriptions. Civetta said the Shellfish Department has three staff people, but they each have two days odd and can only work at low tide, and they need an extra person on the field, especially if we expand our seed and propagation program. Mankevetch said dredging affects our recreational and commercial areas, and cultching in Chipman's Cove would be counterproductive while dredging takes place. He added the department is pursuing grant money from SPAT for acquiring Chinese Hats and they're committed to taking the seed the seed that is caught in the Cove and putting it in the Cove. After dredging is completed, propagation efforts can proceed after cultching. That'll be an impetus for acquiring an upwelling system. Civetta said she's on the Harbor Dredging Task Force, which is currently working with the Shellfish Advisory Board on a draft letter which is a template that fishermen can use and address with the elected officials and decision-making bodies. Bacon added she's looking forward to seeing that draft letter. Civetta also said she had been working on Mankevetch's job description and wanted to see whether Shellfish would get approval for a fourth person before drafting that job description.

Lowenstein asked whether the Constable can supply the FinCom with information pertaining to acquiring a new upweller, including a rough estimate.

The Shellfishing Management Plan and the job description for the new position are the responsibility of the Shellfish Advisory Board. They are currently working on revisions.

Wilson mentioned that it would be a good idea for the Department to get part time help. She supported the Department's asking to add a new employee. She questioned the 70% commercial/ 30% recreational



## BOARD OF SELECTMEN

### AGENDA ACTION REQUEST January 23, 2018

allocation of seed and would like to see some hard data about whether the recreational program pays for itself.

Civetta believes we can develop the Wellfleet brand and use ambassadors to promote the brand.

Murphy emphasized that recreational permit holders contribute extensively to the budget.

Reinhart mentioned possibly raising the Shellfishing fees. A percentage of permit sales could be placed into a rollover fund and the moneys could go towards propagation. Permit sales have been on the decline in the past years, which suggests there is room for growth.

Wallace mentioned that the Department used to have an upweller, but it's been disposed of.

Jude Ahern expressed concern regarding the addition of a fourth, full-time staff member and asked how many recreational permits were sold this year. 850 recreational permits were sold this year.

#### **E. Water Enterprise Fund**

The TA gave a brief overview of the Water Enterprise Fund, which might need an increase in subsidy from the General Fund in the future.

#### **F. Marina Enterprise Fund**

The Harbormaster, Mike Flanagan, presented an overview of the Marina Enterprise Fund budget. The revenues for the Marina are down this past year, which explains the budget being level-funded, except for increases in teamsters' fees.

Bacon and Houk commended Flanagan for his service to the Town.

Wilson asked about the \$5k Shellfish line item and Flanagan clarified that it was rent paid by the Shellfish Department for use of a portion of the beach sticker building.

### **III. Adjournment**

**Move to adjourn.**

**Motion: Pellegrino**

**Second: Granlund**

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

The FinCom meeting was adjourned at 9:00 p.m.



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
January 23, 2018

---

**Move to adjourn.**

**Motion: Reinhart**

**Second: Wilson**

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

The BOS meeting was adjourned at 9:02 p.m.

Respectfully submitted,

---

Radu D. Luca, Executive Assistant to the Town Administrator

### **Public Records Material for the Meeting of 12/19/17**

1. Memo to BOS from Christine Bezio, Parent and Wellfleet Recreation Committee Member 12/19/17



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
January 23, 2018

XI

### Draft

**Wellfleet Board of Selectmen  
Minutes of the Meeting of January 9, 2018  
Wellfleet Senior Center 7:00 p.m.**

**BOS Members Present:** Dennis Murphy - Chair, Janet Reinhart – Vice Chair, Kathleen Bacon - Clerk, Jerry Houk.

**BOS Members Absent:** Helen Miranda Wilson – excused.

**Staff:** Dan Hoort - Town Administrator, Brian Carlson – Assistant Town Administrator, Radu Luca – Executive Assistant to the Town Administrator.

The meeting was called to order at 7:05 p.m. by Dennis Murphy.

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

Murphy announced Helen Miranda Wilson had sent her regrets about not being able to attend tonight's meeting due to a death in her family.

Hoort mentioned the retirement of Fire Captain Thomas Ferreira after more than 40 years of service to the Wellfleet Fire Department. The Fire Department will have a retirement party for Captain Ferreira at the Four Points Sheraton in Eastham on January 20<sup>th</sup>. Call the Department for additional details.

Reinhart said the Board of Selectmen is an open and transparent board with no hidden agendas. If anyone would like to have their opinions heard, she urges them to please call and / or send a letter to the BOS.

#### **V. Legislative Update:** Meeting with Senator Julian Cyr. Discussion includes an update on key topics being discussed on Beacon Hill.

Senator Cyr presented an update on key topics being discussed on Beacon Hill. Cyr represents over 20 towns around Cape Cod and the Islands and met with officials from all of them and Wellfleet is the last stop on the map.

Cyr acknowledged Leslie Sandberg - Staff.



## BOARD OF SELECTMEN

### AGENDA ACTION REQUEST

January 23, 2018

Home Rule Petitions - Room Occupancy Room tax is currently on hold on Beacon Hill. Short-term occupancy room tax might be addressed State-wide and the Senator is hopeful that will pass soon. Wellfleet currently collects 4% on guesthouse and BnB tax.

Wellfleet Harbor – Sen. Cyr’s office is coordinating county and federal resources to address the harbor dredging that’s needed. Rep. Sarah Peake is spearheading this project. Cyr supports the Herring River Restoration Project and the efforts to restore our resources. He acknowledged the tremendous impact of the storm we had last week.

Cyr also mentioned that across the Cape we have a non-partisan, collaborative working environment and addressed some overall concerns.

Waste Water – Sen Cyr said the Section 208 Areawide Water Quality Management Plan is a \$4B plan across the Cape, and the State is responsible for about 25%. The rest of 75% can be done through appropriation, earmark funds and increase in room occupancy tax across Cape Cod and the Islands by 2.5%, which he called a promising piece of legislation. Without State or Federal support, the Waste Water issue would have to be carried by the residents and tax payers.

Housing – This has been a critical issue on the Cape and Boston areas because of archaic zoning bylaws that cannot keep up with the increase in demand. Cyr said that if we don’t address housing issues we might not have a future here and that he is currently working with Rep. Peake to address this issue. He continued to say that a lot must be done at local level, but also at State level, where the Governor has a housing production bill in the making.

Criminal Justice Reform – efforts are being made at State level to bring MA in line with other states.

Healthcare – a containment bill was passed in November at State level that will make a positive impact on Healthcare in MA. The legislation includes a telemedicine proposal and allows for better access to providers (i.e. psychiatrists), but also defines what EMT’s can treat and address themselves. The goal of this piece of legislation is to push down the costs as much as possible.

Rinehart asked about an update on recreational marijuana. Cyr responded that the voters have spoken very clearly about this issue and we’ve moved quickly here in MA. Cyr, who’s a supporter of medical and recreational marijuana legislation, would like to see local folks be involved in the production of a craft product that would allow them to develop and build a business. The Cannabis Control Commission released draft regulations in 2017 and is establishing a regulatory scheme structure for the State. The heaviest lift is to build this organization and the Senator is hopeful and knows they’re working hard to get there by July 1<sup>st</sup>, 2018. There is a new Attorney General who has a more hardline approach compared to the Obama-era, but at State level, the Governor issued a statement urging resources be utilized to address the opioid crisis instead of marijuana.

Bacon addressed the dredging of Wellfleet Harbor and she said that our \$5.5mil shellfishing industry depends on the health of our harbor. She also addressed the Herring River Restoration Project, which she



## BOARD OF SELECTMEN

### AGENDA ACTION REQUEST

January 23, 2018

is a supporter of, but we have a group of residents who are vocal against this project, and would like to ask Sen. Cyr and Rep. Peake to draft a proclamation / letter of support for this project. Cyr responded and said both himself and Rep. Peake signed several letters of support for this project and gave the example of the unpopularity of the Cape Cod National Seashore Park when it was first created back in the 60s. He continued by saying this is an issue the folks in the Environment Secretariat are very much in favor of.

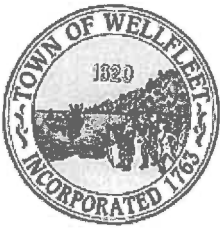
Houk said he is for affordable housing, but a family of 4 or 5 can hardly afford to live in these units if rent is \$1,400 / month. They also need jobs and since most jobs around here are seasonal, he doesn't know where the jobs would come from. Sometimes the families don't qualify because they don't have enough income and thinks maybe the State or the County could subsidize housing projects. Cyr said this was challenging issue and that there have been some small successes, but our market is driven by folks who want to have a second home here; also, we live on a peninsula, the space is limited and there is a lot of conservation land. Cyr also said that we have been experiencing a lengthening in our season, which benefits the local labor market from April through December. We should do anything we can to advance the tourism season, but also promote the aquaculture here in Wellfleet (which used to be the lead driver in MA, but now it's been overtaken by Duxbury and Barnstable). Healthcare and private sectors have great potential to generate jobs locally. Cape Cod Commission has provided a housing report town by town, which is a roadmap of what towns need to do to maintain their sustainability. Wellfleet needs 99 more units by year 2020. An answer to this problem might be families and existing property owners downsizing and moving into smaller units that have access to waste water and potable water. Anecdotally, friends of Cyr's from Wellfleet searched for housing for 5 years and eventually found housing in Truro. He also stressed the importance of schools and the school system in providing education and attracting and keeping young families with children here. At State level, we need to do a better job at helping provide workforce housing and accessible housing. The Senator also gave the example of Nantucket and Provincetown, who created Year-Round Housing Trusts that would fund housing initiatives, which might be more a more efficient solution than Proposition 2 ½.

Houk responded by saying downsizing is a good idea, but even the smaller units are quite expensive.

Murphy spoke on the cost of healthcare and especially ambulance-related costs and asked whether the four towns from Brewster to Wellfleet could build an emergency medical response unit, especially in the summer, with a regionalized approach, that would generate local jobs. Cyr said that we could do a better job at improving access to urgent care, especially in the summer, and that he is working on initiatives to give EMT's some flexibility, reduce ambulance trips and costs overall. Martha's Vineyards and Nantucket struggle to keep the hospitals open year – round, but providing access to urgent care is important. The Senator said that utilizing the bike path is a possibility to avoid the Route 6 traffic, but the Seashore would have to be consulted on that as well. Eastham is conducting a study on Route 6 and its potential / challenges. Wellfleet has the narrowest point on the peninsula and geography is a challenge. Houk said he would like to see the paramedic program being kept in place at the Cape Cod Community College. Cyr said the Barnstable Fire Training Academy receives very little financial support and more should be done in that respect, but his office managed to earmark about \$100K in funding.

#### VI. Public Hearing Follow Up





## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
January 23, 2018

A. Request by Eversource to install cable / conduit on Samoset Avenue.

Hoort said the Department of Public Works has no objections to the projects.

Bacon asked who bears the expense for the project. Hoort responded and said Eversource would.

**Move to authorize Eversource to install approximately 90 feet of cable / conduit in the public way on Samoset Avenue to provide electric service to customers at 86, 88 and 96 Samoset Avenue in Wellfleet.**

**Motion: Reinhart**

**Second: Bacon**

**4-0-0. Motion passes.**

### VII. Licenses

**Move to approve the following common victualler license renewals:**

- Blue Willow
- Bookstore & Restaurant
- Ceraldi
- Cumberland Farms
- Eventide
- Flying Fish
- Harbor Stage
- Mac's Seafood Market
- Mac's Seafood Takeout
- Mac's Shack
- Marconi Beach Restaurant
- Maurice's Campground
- PB Boulangerie Bistro
- The Wagner at Duck Creek
- Wellfleet Cinemas
- Wellfleet Drive In-Flea Market
- Wellfleet Miniature Golf
- Dairy Bar & Grill
- Wellfleet Motel & Lodge
- Wellfleet Preservation Hall
- The Wicked Oyster
- WHAT

**Motion: Houk**

**Second: Reinhart**

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

**Move to approve the following weekly entertainment license renewals:**



## BOARD OF SELECTMEN

### AGENDA ACTION REQUEST

January 23, 2018

- 
- Ceraldi
  - Flying Fish
  - Harbor Stage
  - PB Boulangerie Bistro
  - The Wagner at Duck Creek
  - Wellfleet Cinemas
  - Wellfleet Drive In-Flea Market
  - Wellfleet Miniature Golf
  - Dairy Bar & Grill
  - Wellfleet Preservation Hall
  - WHAT
  - The Wicked Oyster

**Motion: Reinhart**

**Second: Bacon**

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

**Move to approve the following Class II license renewal:**

- **Slaibi Enterprises (Mobil)**

**Motion: Bacon**

**Second: Reinhart**

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

#### **I. Appointments/Reappointments**

**A. Appointment of David Mead-Fox as a regular member of the Energy Committee.**

David Mead-Fox is moving from an alternate member to a regular member filling the vacancy created by the departure of Jeff Tash. David has been an alternate for almost a year and a half. The Energy Committee is every egalitarian and has treated all members, even the alternates, as full-time members.

**Move to appoint David Mead-Fox as a regular member of the Energy Committee with a term ending June 2018.**

**Motion: Bacon**

**Second: Reinhart**

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

**B. Appointment of Gorham Brigham as an alternate member of the Energy Committee.**

The proposed appointment of Gorham Brigham as an alternate member is filling the vacancy created by the vote to move David Mead-Fox to a regular member of the Committee. David Mead-Fox said GB is apologetic for not being able to attend this meeting and spoke on his behalf saying GB would be a tremendous asset and could call in for some of the meetings he wouldn't be able to attend in person.

Bacon said she knows GB personally and knows his primary residence is in Newtonville MA, but he spends a lot of time here in Wellfleet.

**Move to appointment of Gorham "GB" Brigham as an alternate member of the Energy Committee with a term ending June 2019.**



## BOARD OF SELECTMEN

### AGENDA ACTION REQUEST

January 23, 2018

**Motion: Reinhart**

**Second: Bacon**

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

#### **II. Use of Town Property - None**

#### **III. Business**

##### **A. Placement of nautical mural display. [Chamber]**

TA asked the BOS not to take any action on this item for the time being. The Board did not take any action on this agenda item.

##### **B. Possible disposition of town owned property (land by temporary police station)**

Murphy asked to move this item to a future agenda, since the proponent of this agenda item is not present tonight. Reinhart said that before we look at this item we need to have a more comprehensive plan in place.

##### **C. Extension of contract with Lawrence Lynch for Tennis Court install project**

Brian Carlson presented this item. The current contract ended at the end of December and there are some repairs that need to be done.

Murphy said that if the product already shows signs of wear and tear and it settled, we should inquire as to why this is happening.

Reinhart asked whether there was any damage from the water at Mayo Beach. Bacon said there was some water damage.

Murphy asked about the expense related to the fence. Brian said the work was done in house so we were credited.

Hoort said we're currently operating under the old contract.

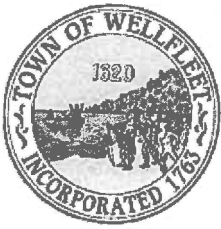
**Move to authorize the Town Administrator to sign the contract extension with Lawrence Lynch, Corporation for the reconstruction of the tennis courts at Baker Field, contingent on an analysis and warranty of the areas to be fixed.**

**Motion: Reinhart**

**Second: Bacon**

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

##### **D. Send proposed Zoning Bylaws to the Planning Board for Public Hearing per Chapter 40A**



## BOARD OF SELECTMEN

### AGENDA ACTION REQUEST

January 23, 2018

This is a requirement of M.G.L. Chapter 40A Section 5 and ATA is bringing this forth tonight for a vote in preparation for Town Meeting.

Bacon asked whether these articles had been written. Carlson said they were drafted for the BOS to send to the Planning Board.

Speaking from the audience, Michael DeVasto and Kurt Felix asked questions regarding logistical issues of whether the public would have other opportunities to weigh in on these articles before the Town Meeting in April, especially since the former is planning on drafting a citizens' petition to amend number 3. "Proposed amendment to the Home Occupation 6.22.2 (5)." Carlson responded saying that, pending the BOS vote tonight, the Planning Board would discuss these items at their future meetings and hold public hearings on each of the proposed articles.

**Move as per M.G.L. Chapter 40A Section 5 to submit the following proposed zoning bylaw adoptions and amendments to the planning board for drafting, review and editing, as the case may be, in preparation for public hearing and placement on the Annual Town Meeting warrant:**

1. **Proposed adoption of a Food Truck Zoning Bylaw Definition**
2. **Proposed adoption of a Food Truck Zoning Bylaw Use Table**
3. **Proposed amendment to the Home Occupation 6.22.2 (5) Zoning Bylaw**
4. **Proposed adoption of an Affordable Flexible Residential Design Zoning Bylaw**
5. **Proposed adoption of a Special Permit/Site Plan Review for Impactful Commercial Uses Zoning Bylaw**
6. **Proposed amendment to Large Scale Ground Mounted Solar Photovoltaic Installations Bylaw 10.8.6**
7. **Proposed amendment to Medical Marijuana Overlay District (MMOD) Bylaw Section 9.3.3. Definitions**
8. **Proposed adoption of a citizen petitioned Food Truck Zoning Bylaw**

**Motion: Bacon**

**Second: Reinhart**

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

E. Create a Gift Fund for the Wellfleet Arts and Culture District

Carlson filled out an application for a \$5,000 matching grant with the Massachusetts Cultural District for marketing the Cultural District and the funds would be deposited in the established gift fund.

Bacon asked how one would donate to the gift fund. Carlson responded by saying the Accounting Office would accept and collect the donations payable to the Wellfleet Arts and Culture District.

Houk asked whether the BOS would make decisions over how the money is spent. Hoort responded that we don't need to go back to Town Meeting for appropriation, but the TA and BOS would oversee the expenditure of those funds.

**Move to establish a special gift fund account to receive donations and other revenue for the Wellfleet Arts and Culture District, pursuant to Massachusetts General Laws Chapter 44, Section**



## BOARD OF SELECTMEN

### AGENDA ACTION REQUEST

January 23, 2018

**53A, the proceeds of which shall be used without further appropriation under the direction of the Town Administrator and the Board of Selectmen.**

**Motion: Bacon**

**Second: Reinhart**

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

#### **F. Report on Town Administrator Review**

Murphy said several months ago the BOS initiated the TA review. The format used was of the former TA and the score system went from 0 – 30, but Murphy said he would like to see the system be simplified. The score sheet and sections covered everything listed in the TA's job description and beyond and Hoort achieved a score of 22.6 out of 30. Hoort said the results of the performance evaluation would be made available to the public at the Town Hall and online on the Town's website once the BOS voted to accept the Review. Murphy said the TA has done very well and both Bacon and Reinhart agreed Hoort has done a great job so far and would continue to support him.

From the audience, David Mead-Fox and Jude Ahern commended the transparency of having the results of the report posted on the Town website.

#### **Move to accept the Report of the Town Administrator's Review.**

**Motion: Bacon**

**Second: Reinhart**

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

#### **G. Estimate of Increased Seasonal Population of 30,000 as required by MGL Ch. 138 sec. 17**

Hoort clarified that the seasonal population is a combination of residents, second home owners, workers, visitors.

#### **Move to set an estimated seasonal population increase for Wellfleet as of July 10, 2018 of 30,000 as required by M.G.L. Chapter 138 Section 17.**

**Motion: Bacon**

**Second: Reinhart**

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

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

Hoort said he had breakfast with Rae Ann Palmer in Truro and they decided to reach out to David Panagore (Provincetown) and Jackie Beebe (Eastham) and see how the four towns can cooperate and share resources. Truro and Provincetown already have an intermunicipal agreement that allows them to share staff and other resources.

Bacon said this is a great idea, especially when talking about gaining ground in housing, emergency care, and other shared programs and resources.

#### **V. Topics for Future Discussion**



## BOARD OF SELECTMEN

### AGENDA ACTION REQUEST

January 23, 2018

Houk would like to have a Human Services update added to the next agenda. He also addressed the issue of Christmas tree removal from in front of the town hall, which was part of a more comprehensive restoration project put forth by the Arbor Committee and approved by the BOS.

Bacon would like to have drafted a firm and concise letter in support of the Herring River Restoration Project. Reinhart would like to hear the opinions in opposition of the project.

Bacon would like to have a report from the Building Needs and Assessment Committee of what's available, what works and what needs work and improvement.

Bacon addressed the issue of a potential cell phone tower placed at the sandpit on Parcel 28, which would generate revenue for the Town.

#### **VI. Correspondence and Vacancy Report**

Reinhart asked whether the BOS would be taking any action in drafting a letter recognizing Jan 21-27 as Town of Wellfleet School Choice Week as per Andrew Campanella's request (President of National School Choice Week) dated 1/5/2018. The Board was in support of this initiative and she asked Hoort to draft the Proclamation.

#### **VII. Minutes: 12/12/2017 and 12/19/2017 (joint meeting with Finance Committee)**

**Move to approve the minutes of 12/12/2017 as amended.**

**Motion: Reinhart**

**Second: Bacon**

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

**Move to approve the minutes of 12/19/2017 (joint meeting with the Finance Committee) as amended.**

**Motion: Reinhart**

**Second:**

There was no second to this motion.

#### **VIII. Adjournment**

**Move to adjourn.**

**Motion: Reinhart**

**Second: Bacon**

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

The BOS meeting was adjourned at 9:03 p.m.

Respectfully submitted,

---

Radu D. Luca, Executive Assistant to the Town Administrator

#### **Public Records Material for the Meeting of 12/19/17**

1. Town of Wellfleet Public Hearing Notice



## BOARD OF SELECTMEN

### AGENDA ACTION REQUEST

January 23, 2018

- 
2. Application for Town Boards – David Mead-Fox, 12/7/2017
  3. Application for Town Boards – Gorham Brigham, 12/10/2017
  4. Letter of Request for Placement on Board of Selectmen's Agenda and Support of Installation of Proposed Mural at Harbormaster's Office, 1/5/2017
  5. Owner – Contractor Agreement Extension, 1/9/2017
  6. Alcoholic Beverages Control Commission, Seasonal Population Increase Estimation Form, 1/9/2018
  7. Memo on Vacancies on Town Boards, 1/5/2018



# BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
January 23, 2018

---