



## Board of Selectmen

The Wellfleet Board of Selectmen will hold a public meeting on **Tuesday, April 10, 2018, at 7:00 p.m. at the Wellfleet Senior Center, 715 Old Kings Highway, Wellfleet, MA 02667.** *It is anticipated that the meeting will be recorded by the Town. Anyone else desiring to record the meeting may do so only after notifying the chair and may not interfere with the conduct of the meeting in doing so.*

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

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

### II. **Public Hearing(s) – 7 pm.**

#### A. **Shellfish License Transfer**

- From Irving, Holly, Jake and Marshall Puffer to Irving Puffer and Jake Puffer

### III. **Use of Town Property**

A. **Walter Baron** – 6<sup>th</sup> Annual Wellfleet Rowing Rendezvous at Mayo Beach (Sep. 29)

B. **Zach Pawa** – Sacred Surf School at White Crest Beach (June 1 – Aug 31)

C. **Henry Marcucella** – Two live music concerts in memory of Trey Helliwell at White Crest Beach (June 30 and July 28, with rain dates July 14 and Aug 4, respectively)

D. **Kristen Stetson** – Memorial service at bandstand (May 5)

E. **Charity Robinson** – 9<sup>th</sup> Annual WES PTA fundraiser at Bakers Field (May 26)

### IV. **Business**

A. Appointment of Assistant Town Administrator [TA]

B. Re-approval of Historical Society Preservation Restriction Agreement with MHC [Barbara Cary]

C. Acceptance of Recycling Committee grant [Lydia Vivante]

D. Reduce the number of Recycling Committee members from eleven (11) to seven (7) with two (2) Alternates [Lydia Vivante]

E. Approval of opening Commercial Diving for Shellfish North of the No-drag line [Shellfish Constable]

F. Review of Shellfish Shack demolition vote [DM]

G. Review of Town Fees

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

### VI. **Topics for Future Discussion**

### VII. **Correspondence and Vacancy Report**

### VIII. **Minutes (March 27, 2018)**

### IX. **Executive session and Adjournment**

A. Pursuant to G.L. c. 30A, §21(a)(6) to consider the purchase, exchange, lease or value of real estate, if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body: Cahoon Hollow parking lot.

B. Approval of Executive Session minutes. October 24, 2017.



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
April 10, 2018

II

### Public Hearing – A. Shellfish License Transfer

<b>REQUESTED BY:</b>	Principal Clerk
<b>DESIRED ACTION:</b>	Approve shellfish license transfer from Irving, Holly, Jake and Marshall Puffer to Irving Puffer and Jake Puffer
<b>PROPOSED MOTION:</b>	I move to approve shellfish license transfer from Irving, Holly, Jake and Marshall Puffer to Irving Puffer and Jake Puffer.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

TOWN OF WELLFLEET  
PUBLIC HEARING

In accordance with MGL Chapter 130 Sections 52, 57, 58, 60, and 68 and all applicable Town Shellfish Regulations, notice is hereby given that the Wellfleet Board of Selectmen will hold a public hearing on Tuesday, April 10, 2018 at 7:00 p.m. in the Wellfleet Council on Aging to consider the following:

- Application received March 5, 2018 from Irving, Holly, Jake and Marshall Puffer to transfer shellfish grant licenses # 2 and 731 from Irving, Holly, Jake and Marshall Puffer to Irving Puffer and Jake Puffer.

Recommendation of the Shellfish Constable will be available in the Administration Office.

WELLFLEET BOARD OF SELECTMEN



# Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

## MEMORANDUM

DATE: March 22, 2018  
TO: Town of Wellfleet Board of Selectmen  
RE: **2018 Grant Lease Renewal Recommendations**


Dear Selectboard Members:

I wanted to communicate my recommendations to date on the following grant renewals. I will reserve some recommendations to the BOS meeting itself, as noted, because conversations with these lease holders are ongoing.

I am letting each person named to the grant (licensee) know that beginning in 2018 with their renewals, the Town will be adhering to state law (MGL Chapter 130, Sec. 64) and our own regulations (Sec. 7.3. Annual License Fee; see also definitions on pages 6 and 7) and will require each individual named to a grant (lease holder; licensee) to pay the \$25/acre fee.

I have done the following to reach my decision:

- 1) I reviewed each annual grant report and compared it with the grant inspections we conducted last fall to ensure grants were meeting minimum production requirements.
  - 2) I reviewed their state permits to make sure all was in good standing.
- Application received February 12, 2018 from Andrew Jacob to renew shellfish grant license #16-01 for a five year period.  
*I recommend the board renew this license.*
  - Application received February 20, 2018 from Robert, Nicole and Allison Paine to renew shellfish grants #01-06 and 99-2 for a ten year period.  
*I reserve recommendation to the BOS meeting.*
  - Application received February 20, 2018 from Evan Bruinooge and Ian Holmes to renew shellfish grant licenses # 783 and 783A for a ten year period.  
*I recommend the board renew this license.*
  - Application received February 20, 2018 from Richard Goldberg to renew shellfish grant license #2001-08 for a ten year period.  
*I reserve recommendation to the BOS meeting.*

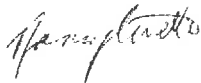
[wellfleet-ma.gov/shellfish-department](http://wellfleet-ma.gov/shellfish-department)  
Phone (508) 349-0325  Fax (508) 349-0305

MAR 22 2018

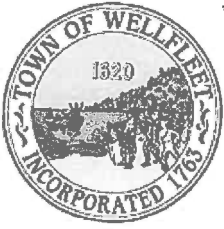
- Application received February 20, 2018 from William Young, Jr. to renew shellfish grant license # 01-04 for an eight year period.  
*I reserve recommendation to the BOS meeting.*
- Application received February 21, 2018 from Shea Murphy to renew shellfish grant license # 01-02 for a nine year, 6 month period.  
*I recommend the board renew this license.*
- Application received February 23, 2018 from Robert Hussey to renew shellfish grant licenses # 854, 854A and 854B for a ten year period.  
*I recommend the board renew this license. I will share key details at the meeting.*
- Application received February 27, 2018 from Paul Bonanno to renew shellfish grants licenses # 2001-7 and 2001-7ext for a ten year period.  
*I recommend the board renew this license.*
- Application received February 27, 2018 from Robert and Barbara Olson to renew shellfish grant licenses # 2000-3 and 2000-3ext for a ten year period.  
*I recommend the board renew this license.*
- Application received February 28, 2018 from Tim Hughes to renew shellfish grant license # 01-05 for a ten year period.  
*I do not recommend the board renew this license. The grant holders agree. They do need to pay 2017 lease fee = \$75.00.*
- Application received February 28, 2018 from Joseph Gray to renew shellfish grant license # 755 for a ten year period.  
*Rachael Finn is also on this grant. I recommend the board renew this license.*
- Application received March 5, 2018 from Irving, Holly, Jake and Marshall Puffer to transfer shellfish grant licenses # 2 and 731 from Irving, Holly, Jake and Marshall Puffer to Irving Puffer and Jake Puffer and to renew shellfish grant licenses # 2 and 731 for a ten year period.  
*I recommend the board renew this license.*

I look forward to discussing all of this with you at Tuesday's meeting.

Sincerely,



Nancy Civetta, Shellfish Constable



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
April 10, 2018

# III

### Use of Town-owned Property – A. Walter Baron

<b>REQUESTED BY:</b>	Walter Baron
<b>DESIRED ACTION:</b>	Approve use of Town-owned property for the 6 <sup>th</sup> Annual Wellfleet Rowing Rendezvous at Mayo Beach on Sep. 29.
<b>PROPOSED MOTION:</b>	I move to approve use of Town-owned property for the 6 <sup>th</sup> Annual Wellfleet Rowing Rendezvous at Mayo Beach on Sep. 29, 2018.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):  
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

18-7

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

Applicant WALTER BARON Affiliation or Group OLD WHARF DORY CO.  
Telephone Number 508-349-2383 Mailing Address 170 OLD CHEQUONNET RD.  
Email address WALTER@OLDWHARF.COM WELLFLEET, MA 02667  
Town Property to be used (include specific area) MAYO BEACH  
Date(s) and hours of use: SEPTEMBER 29, 2018 12-4PM

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.

6TH ANNUAL WELLFLEET ROWING RENDEZVOUS  
GATHERING + ROWING SMALL BOATS  
FREE

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

USE OF TOWN BOAT RAMP

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

Action by the Board of Selectmen:

☐ Approved as submitted  
☐ Approved with the following condition(s):  
☐ Disapproved for following reason(s):

Date:

MAR 19 2018

50.00 paid

Processing Fee: \$50.00

Fee:

(over)

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

<b>Health/Conservation Agent:</b>  Comments/Conditions:  Permits/Inspections needed:	<b>Inspector of Buildings:</b>  Comments/Conditions:  Permits/Inspections needed:
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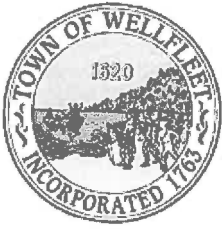
<b>Police Department:</b> Comments/Conditions: 3/26/18 OK	<b>Fire Department:</b> Comments/Conditions: 3/28/18 OK
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<b>DPW:</b> Comments/Conditions	<b>Community Services Director:</b> Comments/Conditions:
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<b>Harbormaster:</b> Comments/Conditions AOK 3/26/18 Michael Davaizer	<b>Shellfish:</b> Comments/Conditions
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<b>Recreation:</b> Comments/Conditions	<b>Town Administrator:</b> Comments/Conditions Daniel R. Hood
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## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
April 10, 2018

# III

### Use of Town-owned Property – B. Zach Pawa

<b>REQUESTED BY:</b>	<b>Zach Pawa</b>
<b>DESIRED ACTION:</b>	<b>Approve the use of Town-owned property at White Crest Beach for the Sacred Surf School, June 1 through August 31, 2018.</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the use of Town-owned property at White Crest Beach for the Sacred Surf School, June 1 through August 31, 2018.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):  
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

TOWN OF WELLFLEET  
300 MAIN STREET  
WELLFLEET, MA 02667

18-8

Applicant: Sacred Surf School (Zach Pawa)

Affiliation or Group: Sacred Surf School

Telephone Number: 508-514-1555

Mailing Address: 4900 State Hwy Eastham MA 02642

Email address sacredsurfschool@gmail.com

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

Date(s) and hours of use: June 1<sup>st</sup> – August 31<sup>st</sup> (9am-5pm)

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

- Surf Lessons - fees apply (\$75-\$100 per person)
- Equipment: surfboards, wetsuits
- Number of instructors (1-7) and students (1-15) depends on the day
- Parking in Whitecrest lot (some of the instructors are not Wellfleet residents)

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

N/A

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

Action by the Board of Selectmen:

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

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

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

Date: \_\_\_\_\_

Processing Fee: \_\_\_\_\_ \$50.00 *paid*

FEB - 1 2018

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

(over)

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

<b>Health/Conservation Agent:</b>  Comments/Conditions:  Permits/Inspections needed:	<b>Inspector of Buildings:</b>  Comments/Conditions:  Permits/Inspections needed:
<b>Police Department:</b> Comments/Conditions: OK 2/20/18	<b>Fire Department:</b> Comments/Conditions: OK
<b>DPW:</b> Comments/Conditions OK 3/7/18	<b>Community Services Director:</b> Comments/Conditions: OK
<b>Harbormaster:</b>  Comments/Conditions:	<b>Shellfish:</b>  Comments/Conditions:
<b>Recreation:</b>  Comments/Conditions:	<b>Town Administrator:</b> Comments/Conditions:



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
April 10, 2018

III

### Use of Town-owned Property – C. Henry Marcucella

<b>REQUESTED BY:</b>	Henry Marcucella
<b>DESIRED ACTION:</b>	Approve the use of Town-owned property for two live music concerts in memory of Trey Helliwell at White Crest Beach.
<b>PROPOSED MOTION:</b>	I move to approve the use of Town-owned property for two live music concerts in memory of Trey Helliwell at White Crest Beach on June 30 and July 28, 2018, respectively (with rain dates July 14 and Aug 4, respectively).
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

18-9

Facebook group:  
Affiliation or Group Trey Helliwell Remembered

Mailing Address 266 Sidney Street

Cambridge Ma 02139

Town Property to be used (include specific area) Whitecrest Beach parking lot closest to the ocean near  
designated no parking area

Date(s) and hours of use: Saturday June 30, 2018 5pm to 9pm (rain date July 14, 2018)  
Saturday July 28, 2018 5pm to 9pm (rain date August 4, 2018)

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

Two memorial live music concerts in honor of slain Cape Cod music promoter Trey Helliwell. Thirty people involved.

Equipment: Gas generator, small P.A. system, 3 guitar amplifiers, drum kit. No food or beverages will be served.

No fees will be charged. Events open to everyone. No stage or lighting. We will clean up all trash after events.

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

none

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

**Action by the Board of Selectmen:**

Approved as submitted

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

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

Date: \_\_\_\_\_

Processing Fee: \$50.00 *paid*

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

FEB - 1 2018

(over)

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

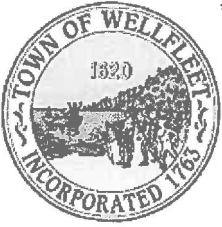
<b>Health/Conservation Agent:</b>	<b>Inspector of Buildings:</b>
Comments/Conditions:	Comments/Conditions:
Permits/Inspections needed:	Permits/Inspections needed:

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

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

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

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



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
April 10, 2018

III

### Use of Town-owned Property – D. Kristen Stetson

<b>REQUESTED BY:</b>	Kristen Stetson
<b>DESIRED ACTION:</b>	Approve the use of Town-owned property for a memorial service at bandstand.
<b>PROPOSED MOTION:</b>	I move to approve the use of Town-owned property for a memorial service at bandstand on May 5, 2018.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):  
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

18-11

**TOWN OF WELLFLEET**  
**Application for Use of Town Owned Property**

Applicant

Kristen Stetson

Affiliation or Group

Telephone Number

(508) 237-0307

e-mail address

localcolorandcutse@yahoo.com

Mailing Address

PO Box 2081 Wellfleet, MA 02667

Date(s) of use

Saturday May 5, 2018

Hours of use

9-1130

Estimated Attendance

100-150

Is this a commercial venture requiring insurance?

no

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

Memorial Service held at bandstand, a few chairs. no fees charged, no food or beverages served.

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

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

Action by the Board of Selectmen:

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

\_\_\_\_\_ Approved with the following conditions \_\_\_\_\_

\_\_\_\_\_ Disapproved with the following conditions \_\_\_\_\_

Date: APR - 4 2018

Processing Fee: \$50.00

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

paid

Insurance OK



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

<b>Health/Conservation Agent:</b>  Comments/Conditions:  Permits/Inspections needed:	<b>Inspector of Buildings:</b>  Comments/Conditions:  Permits/Inspections needed:
<b>Police Department:</b>  Comments/Conditions: phone ok	<b>Fire Department:</b>  Comments/Conditions: phone ok
<b>DPW:</b>  Comments/Conditions: 4/5/18 ok	<b>Community Services Director:</b>  Comments/Conditions: OK
<b>Harbormaster:</b>  Comments/Conditions: phone ok	<b>Shellfish:</b>  Comments/Conditions:
<b>Recreation:</b>  Comments/Conditions: OK	<b>Town Administrator:</b>  Comments/Conditions:



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
April 10, 2018

# III

### Use of Town-owned Property – E. Charity Robinson

<b>REQUESTED BY:</b>	Charity Robinson
<b>DESIRED ACTION:</b>	Approve the use of Town-owned property for the 9 <sup>th</sup> Annual WES PTA fundraiser at Bakers Field
<b>PROPOSED MOTION:</b>	I move to approve the use of Town-owned property for the 9 <sup>th</sup> Annual WES PTA fundraiser at Bakers Field on May 26, 2018.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):  
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

TOWN OF WELLFLEET  
APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

18-10

Applicant Charity Robinson

Affiliation or Group WES PTA

Telephone Number \_\_\_\_\_

Mailing Address 100 Lawrence Rd

Email address \_\_\_\_\_

Wellfleet

Town Property to be used (include specific area) Bakers Field

Date(s) and hours of use: Sat. May 26th, 7am -> 4pm

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.

We would like to hold our 9th Annual WES PTA Fundraiser, WES Fest. It is a carnival with rick games, food, music and Dunk Tank. Free to come, need to purchase tickets to participate on the rick games. Event will be like all past WES Fest events.

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

Happy to meet with all town department heads (as we have done in the past)

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

Action by the Board of Selectmen:

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

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

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

Date: \_\_\_\_\_

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

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

(over)

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

<b>Health/Cons. Agent Signature:</b> <i>5/6/18</i> <i>[Signature]</i> <b>Comments/Conditions:</b> TEMPORARY FOOD SERVICE NEEDED <b>Permits/Inspections needed:</b>	<b>Inspector of Buildings Signature:</b> <i>[Signature]</i> <b>Comments/Conditions:</b> 03-06-18 <b>Permits/Inspections needed:</b> FLAT PERMITS
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<b>Police Dept. Signature:</b> <i>[Signature]</i> <b>Comments/Conditions:</b> 015	<b>Fire Dept. Signature:</b> <i>[Signature]</i> <b>Comments/Conditions:</b> OK 4-3-18
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<b>DPW Signature:</b> <i>[Signature]</i> <b>Comments/Conditions:</b> 3/6/18 OK	<b>CSD Beach Dept. Signature:</b> <i>[Signature]</i> <b>Comments/Conditions:</b> (3) Additional portable toilets needed.
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<b>Shellfish Constable Signature:</b> <i>[Signature]</i> <b>Comments/Conditions:</b>	<b>Harbormaster Signature:</b> <i>[Signature]</i> <b>Comments/Conditions:</b>
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<b>Recreation Dept. Signature:</b> <i>[Signature]</i> (Contingent on agreement to attached stipulations) <b>Comments/Conditions:</b> 4/3/18 Please see attached stipulations	<b>Town Administrator:</b> <i>[Signature]</i> <b>Comments/Conditions:</b>
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## RECREATION DEPARTMENT USE OF TOWN PROPERTY STIPULATIONS.

These Stipulations have been required at every WES FEST Event.

The Town Requires an event supervisor be present at WES Fest. The hours of supervision required are 7 AM-10 AM and 3:00 PM-5:00 PM, during the event on 6/26. The duties of the supervisor will include: Supervising the arrival and departure of event vehicles to make sure they are entering and exiting at the designated areas, and making sure the stipulations of the Use of Town Property Form are followed, especially regarding set up and break down of equipment on the field. WES fest will be responsible for paying him for 5 hours of event supervision. Supervision pay rate is \$17.00/hour so the total amount paid will be \$85.00. Which will be paid by WES-Fest right after the event is over. Recreation staff member Robert Linton has agreed to be the supervisor for this event. A check for Robert should be available after his five hours are complete on Saturday May 26<sup>th</sup>.

The DPW marking of the sprinkler heads before Saturday AM is essential.

The Building is under construction and will not be available during the event. The Recreation Stage needs repair and will not be available for the event to borrow.

**Public Hearings:**

- Application received March 5, 2018 from Irving, Holly, Jake and Marshall Puffer to transfer shellfish grant licenses # 2 and 731 from Irving, Holly, Jake and Marshall Puffer to Irving Puffer and Jake Puffer.

**Use of Town Property:**

Henry Marcusella (2017, \$200)	White Crest	June 30 <sup>th</sup> (rain date July 14 <sup>th</sup> ) & July 28 <sup>th</sup> (rain date August 4 <sup>th</sup> )	
Sacred Surf School (\$350)	White Crest	June 1 <sup>st</sup> through August 31 <sup>st</sup> .	
Walter Baron (2017-no charge)	Mayo Beach	September 29	12 – 4 pm
WES Fest (2017-no charge)	Baker's Field	May 26	7am – 4pm
Kristen Stetson	Bandstand at Marina	May 5	9 – 11:30 am



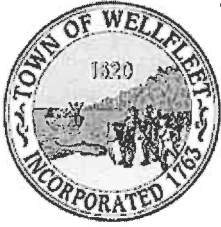
## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
April 10, 2018

# IV

### Business – A. Appointment of Assistant Town Administrator

<b>REQUESTED BY:</b>	<b>Dan Hoort, Town Administrator</b>
<b>DESIRED ACTION:</b>	<b>Appointment of Assistant Town Administrator</b>
<b>PROPOSED MOTION:</b>	<b>Move to appoint Joseph Powers to the position of Assistant Town Administrator for a three-year term to expire March 31, 2021.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



# TOWN OF WELFLEET

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

**TOWN  
ADMINISTRATOR**

April 6, 2018

Wellfleet Board of Selectmen

Dear Selectmen,

I am requesting your appointment of Joseph F. Powers to the position of Assistant Town Administrator. His resume follows this introduction.

The position of Assistant Town Administrator was advertised in March. We received 21 applications, eight of which were local to Cape Cod, one of which was local to Wellfleet. There were some fine candidates, but Joe stood out as an outstanding solution to our vacancy.

Joe is a proven invaluable asset to the Town and I'm confident he will excel as our Assistant Town Administrator. He will continue to serve in the role as Town Clerk. His background in the charter, bylaws and Town governance would serve us well in zoning and planning. His knowledge in municipal government, human resources and Massachusetts General Law would be invaluable in assisting me with the administrative function in Town government.

Best Regards,

Daniel R. Hoort, Town Administrator



**Dan Hoort**

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**From:** Joe Powers <[REDACTED]>  
**Sent:** Sunday, February 25, 2018 10:32 AM  
**To:** Human Resources  
**Subject:** Application material for Assistant Town Administrator vacancy  
**Attachments:** Wellfleet Employment Application POWERS JF - Asst Town Admin.pdf

To Whom It May Concern:

Please accept the enclosed materials in response to the job opportunity posted on the Massachusetts Municipal Association's website for the role of Assistant Town Administrator for the Town of Wellfleet.

I know I can make an immediate, positive impact as the Assistant Town Administrator as I have a deep understanding and vast working knowledge of the various functions and departments that will fall under the supervision and/or general oversight of this vital role for the town.

Thank you for your consideration. I wish you well in your search.

Sincerely,

Joe Powers

# ***JOSEPH F. POWERS***

## **PROFESSIONAL EXPERIENCE**

### **Town of Wellfleet, Massachusetts**

**2014 - Present**

#### **Town Clerk/Burial Agent**

Serve as a senior municipal executive responsible for managing operations within the Office of the Town Clerk, Elections Department and Board of Registrars. In particular,

- Successfully implemented and maintain solutions to enhance the storage and access of municipal records and materials, dating back to the 17th century.
- Revamped entire election night vote tabulation methods while eliminating outdated tabulating system.
- Providing exception customer services to key constituencies including internal customers, administration, residents, voters and visitors while maintaining level cost of services.
- Served as President of the Cape & Islands Town Clerks Association, 2015 to 2017.

### **Town of Northfield, Massachusetts**

**2014**

#### **Temporary Town Clerk**

Served as Temporary Town Clerk and provided insight and analysis to town administration while town contemplated revising the role of Town Clerk from an elected to an appointed position. In particular,

- Successfully presided over a special election concerning a Proposition 2 ½ Override.
- Successfully presided over a recount of the special election results.
- Trained and managed the newly appointed Town Clerk covering all aspects of the position including, voter registration, vital records recording and filing, dog licensing, census process, by-law updates and records management and preservation.
- Provided exceptional customer service during a transitional phase ensure quality of service to all customer bases without any level of service disruption.

### **Town of Braintree, Massachusetts**

**2009 - 2014**

#### **Town Clerk/Registrar**

Served as the Chief Election Officer and senior municipal executive responsible for managing operations within the Office of the Town Clerk, Elections Department, Board of Registrars, and Board of License Commissioners. Managed a departmental budget exceeding \$500k and supervise 3 professional staff. In particular,

- Successfully implemented and maintain solutions to enhance the storage and access of municipal records and materials, dating back to the 17th century. Oversaw the renovation and access to the archive vault for the storage of municipal records.
- Enhanced standard operating procedures for the proper preservation and archival of historical records. Established a serviceable taxonomy to simplify the cataloging and retrieval of current and historical municipal records. Enabled the Town of Braintree to meet regulatory and compliance requirements of the Massachusetts Secretary of State and limit operational risk.
- Established an automated system to retrieve information from vital records indices to provide a genealogical research service for the general public by securing a community preservation grant and vendor assistance.
- Automated several functions including recording and reporting of dog licenses, raffle permits, flammable storage permits, business certificates and other documents by leveraging software tools. Developed an online purchasing system without expanding staff or budget resources.
- Effectively managed election process for presidential, gubernatorial, legislative, local and special elections. Responsible for managing the re-precincting and redistricting process within the town in 2002 and 2012 based on analysis of census data. Leveraged social media to increase the level of voter communication.
- Partnered with a national vendor to oversee the codification of town by-laws into ordinances for proper governmental procedure.
- Lead staff of more than 100 election officials. Augmented procedures to increase completeness and accuracy for election management by developing a standard operating manual and related training material.
- Recognized thought leader advising local elected officials, state legislators, and federal officeholders on key matters including election reform and increased voter programs as Chairman of statewide legislative committee. Advised the

**Personal & Confidential**

Massachusetts state legislature on election law reforms pertaining to voter registration and participation, plus election administration and operations.

- Presiding officer on regulated licensing matters relative to the Board of License Commissioners. In charge of agenda development, budgeting, communications, meeting management, and legal proceedings.
- Attained international-based certification of highest designation as a Master Municipal Clerk (MMC), Certified Municipal Clerk (CMC) and state-based certification of Certified MA Municipal Clerk (CMMC).
- Appointed Justice of the Peace, Notary Public and Commissioner to Qualify Public Officials. Formerly served as Passport Acceptance Agent.

**The Bank of New York Mellon (formerly Mellon Financial Corp.)**

**2004 - 2009**

**Asset Servicing Communications Manager**

**2006 - 2009**

While reporting to the Chief Administrative Officer, oversaw multiple communication functions, for the largest custodian of global assets; directly responsible for the development, coordination, and distribution of written and spoken communications delivered by business unit level CEOs and respective senior managers. Specifically,

- Developed and distributed content across multiple channels via several hundred communication events including employee teleconferences, town hall events, broadcast emails, webinars, investor/analyst meetings and client conferences.
- Managed content and messaging produced by teams of subject matter experts providing client guidance in the business lines, Compliance, Finance, Human Resources, Legal, Operations, Relationship Management, Risk, Sales & Marketing, Technology and Training.
- Successfully organized and produced strategic teleconferences to convey uniform management messages, operational directives, and QA sessions to global employees (covering the Asia-Pacific region as well as Europe, Middle East, Africa and North America) on the same trading day. Leveraged key business unit relationships and directed a primary global telecommunication vendor. Assisted management to craft strategic communications, while providing employee guidance and limiting operational, financial, and reputational risk.
- Enhanced operational effectiveness of an email distribution database to systematically deliver content to global employees based on management directives. Verified the completeness and accuracy of distribution lists and reduce undeliverable messages error rates by 50%. Wrote, produced and directed a mock television program, modeled after the "Tonight Show", to provide live business unit updates at the annual client conference featuring key senior executives, including the President.
- Led the sector-based Employee Engagement Committee to ensure successful engagement activities focusing on communication, recognition/incentives programs, career pathing and performance accountability.

## **EDUCATION**

**Master of Arts, Communication Studies**, Emerson College, Boston, MA

**Bachelor Arts, Political Science**, University of Massachusetts/Boston, Boston, MA

## **ADDITIONAL MUNICIPAL GOVERNMENT EXPERIENCE**

- By-Law/Charter Review Committee – Chairman, 2016 – Present, Harwich, MA
- Historic District & Historical Commission – Member, 2016 – Present, Harwich, MA
- Community Preservation Committee – Member, 2017 – Present, Harwich, MA
- Board of Selectmen – Member, 2005 to 2007, Braintree, MA
- Town Moderator, 1998 to 2002, Braintree, MA
- School Committee – Member, 1989 to 1995, Braintree, MA

## **RELATED SKILLS**

- Proficient in Microsoft Office environment (Office /Project /Visio /Access) and Adobe Acrobat.
- High level of competence using municipal fund accounting applications, proprietary software application managed by the Commonwealth of Massachusetts including CVR and VIP.
- Parliamentary procedure specialist, including Robert's Rules of Order, Cushing's Manual, and Town Meeting Time.



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
April 10, 2018

IV

### Business – B. Historical Society

<b>REQUESTED BY:</b>	Barbara Cary
<b>DESIRED ACTION:</b>	Re-approval of Historical Society Preservation Restriction Agreement with MHC
<b>PROPOSED MOTION:</b>	I move to re-approve the Wellfleet Historical Society Preservation Restriction Agreement with the Massachusetts Historical Commission.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

# Wellfleet Historical Society & MUSEUM

To: Wellfleet Board of Selectmen

From: Barbara D. Cary  
Board of Directors  
Wellfleet Historical Society and Museum

Date: April 4, 2018

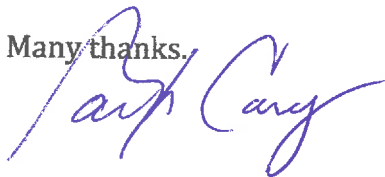
Re: Preservation Restriction Agreement for Signature  
Board of Selectmen Meeting April 10, 2018

On behalf of the WHSM I hope to obtain your signatures on the revised Preservation Restriction Agreement, ("PRA"), a copy of which is attached, at your April 10 meeting. The PRA covers the CPC funds granted to the WHSM at the Annual Town Meeting on April 25, 2016, in the amount of \$300,000. These funds will be dedicated to Phase I of the restoration and renovation of the Historical Society Museum buildings at 258, 262 and 266 Main Street.

The Board signed a PRA covering the same project in June, 2016, however due several issues the form had to be re-drafted, exhibits attached, and provisions added. The attached draft has been approved by the Massachusetts Historical Commission, and has been reviewed by KP Law (Katie Klein) on behalf of the Wellfleet Historical Commission.

I will be happy to answer any questions your may have at the meeting on Tuesday the 10<sup>th</sup>.

Many thanks.



PRESERVATION RESTRICTION AGREEMENT

between

WELLFLEET HISTORICAL SOCIETY, INC.

and

THE TOWN OF WELLFLEET

BY AND THROUGH THE WELLFLEET HISTORICAL COMMISSION

THIS PRESERVATION RESTRICTION AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the WELLFLEET HISTORICAL SOCIETY, INC., located at 266 Main Street, Wellfleet, Massachusetts, 02667 ("Grantor") and the TOWN OF WELLFLEET, a municipality duly organized under the laws of the Commonwealth of Massachusetts and located in Barnstable County, Massachusetts, ("Grantee") to be administered, managed and enforced by its agent, the WELLFLEET HISTORICAL COMMISSION, located at the Wellfleet Town Hall, 300 Main Street, Wellfleet, MA 02667 (the "Commission").

WHEREAS, the Grantor is the owner of certain real property located at 258, 262 and 266 Main Street, Wellfleet, Barnstable County, Massachusetts, consisting of three contiguous parcels, all as more particularly described in Grantor's following deeds and in Exhibit A attached hereto and incorporated herein by reference: for 258 Main Street, a deed conveyed by Julie Michailidis, as Trustee of the d'Aquin Realty Trust, u/d/t August 15, 1995 dated September 27, 2007 recorded with the Barnstable County Registry of Deeds, Book 22371 Page 29; for 262 Main Street, a deed conveyed by Catherine A. Mulcahy to the Wellfleet Historical Society, Inc., dated February 10, 2013 recorded with the Barnstable County Registry of Deeds Book 28699 Page 111; and for 266 Main Street, a deed conveyed by Charles E. Frazier, Jr., Leonard A. Pierce and Arlie L. Wiles, as Selectmen of the Town of Wellfleet, duly authorized, dated October 1, 1951 recorded with the Barnstable County Registry of Deeds, Book 794 Page 309,. The three aforesaid contiguous parcels together shall be referred to hereinafter as "the Property". The parcels include improvements in the form of physically connected buildings, which together shall be referred to hereinafter as "the Building".

WHEREAS, the historic Building on Main Street in Wellfleet totals 8000 square feet. 258 and 262 Main Street was built as a single structure circa 1800 and has been used at various times as a residence, stagecoach depot and boarding house. This property was later divided through the center in a family dispute. The building is a wood frame, 2½-story, Greek Revival structure. The exterior front and side walls are clapboard; the back walls are clapboard and shingles. 262 Main Street (the west end) has a steep gable and deep eaves, with a fixed, octagonal stained glass ornamentation at its peak (probably added in the 20<sup>th</sup> century). The top story has four front-facing windows. 258 Main Street (the east end) has no front facing windows on the top story, but two under the side (east) gable. 262 Main has a double front door with curved glass inserts and large pilasters. 258 Main has an enclosed entry with a vertical, four-panel door. A front extension to 262 Main Street,

currently dilapidated, was added circa 1920 to house a hardware store (the "Mulcahy Storefront"), and later an art gallery. The Mulcahy Storefront featured four wide windows which were demolished when hit by a vehicle in the late 1970's. The structure has been boarded up since then. A screened porch extends from the east end of the Building. There is a shed, also currently dilapidated, attached to the back of 262 Main Street, extending north (the "Shed").

The building at 266 Main Street was added to 262 and 258 circa 1870. It is a 1½- story Greek Revival/Italianate structure with wood clapboard exterior walls. A protruding façade at either side of the double front door features gothic round arched storefront bay windows. Over the years the structure has housed a store and the town library. It was acquired by the Grantor in 1951 and has since housed the Wellfleet Historical Society Museum.

WHEREAS, the Property and Building footprint are further depicted as parcels 46, 46.1 and 47 on Sheet 15, of the Town of Wellfleet, Massachusetts Assessors Atlas, copies of which are attached hereto and incorporated herein as Exhibit B; and

WHEREAS, The Building and the Property are further depicted in a series of seventeen (17) photographs taken March 2, 2017, attached hereto and incorporated herein as Exhibit C;

WHEREAS, the cultural, historical and architectural significance of the Building and the Property emanates from its association with the social history of Wellfleet, its distinctive early 19<sup>th</sup> century construction, and its contribution to the historic architectural character of Wellfleet Center, the Building being important to the public's enjoyment and appreciation of their historic architectural heritage; and

WHEREAS, the Building and the Property are contributing resources to the Wellfleet Center Historic District, listed in the State and National Registers of Historic Places on August 21, 1989, are historically significant for their architecture, associations and/or archaeology, and qualify for protections of perpetual preservation restrictions under M.G.L. Chapter 184, sections 31, 32 and 33 (hereinafter "the Act");

WHEREAS, Grantor and Grantee recognize the architectural, historic and cultural values (hereinafter "preservation values") and significance of the Building and the Property, and have the common purpose of preserving and restoring the aforesaid preservation values and significance of the exterior of the Building, including the removal of the Mulcahy Storefront and Shed, reclaiming the historic streetscape of the 19<sup>th</sup> century, and the renovation the interior of the Building to serve as the Wellfleet Historical Society Museum; and

WHEREAS, the preservation values of the Building and the Property are described in a series of photographs and documents (hereinafter "Baseline Documentation") incorporated herein and attached hereto as by reference as Exhibits A, B and C which Baseline Documentation the parties agree provides an accurate representation of the Property and the Building as of the date of this grant; and

WHEREAS, the Baseline Documentation shall consist of Exhibits A, B and C:

1. Exhibit A: descriptions of the Property at 258, 262 and 266 Main Street, Wellfleet, Barnstable County, Massachusetts as referenced in the first WHEREAS clause, above;
2. Exhibit B: Wellfleet Assessors' Atlas Sheet No 15 (Parcels 46, 46.1 and 47);
3. Exhibit C: a set of seventeen (17) exterior photographs of the Building.

WHEREAS, the Building is in need of preservation and restoration; and

WHEREAS, upon recommendation of and approval by the Wellfleet Community Preservation Committee, the grant of \$300,000 in Community Preservation Act funds to Grantor is to be expended for the preservation and renovation of the Building (the "Project") in 2018 (the "Funds"); and

WHEREAS, the Grantor and the Grantee have reached this agreement whereby the Grantee shall provide the Funds so appropriated to the Grantor, under the terms and conditions set forth herein and in such other documents as the parties may execute, and the Grantor agrees to accept such Funds to be used exclusively for the Project and under such terms and conditions ("Restriction" or "Preservation Restriction" or "Agreement", such terms to be used interchangeably herein); and

WHEREAS, the Grantor, in further consideration of the receipt of such Funds and to ensure the preservation of the aforementioned Building, agrees and desires to impose certain restrictions, obligations and duties upon itself, its successors and assigns, so as to maintain, protect and preserve the architectural and historical integrity of the Building; and

WHEREAS, the preservation of the Building is important to the public for the enjoyment and appreciation of its architectural and historical heritage and serves the public interest in a manner consistent with the purposes of M.G.L. Ch. 184, Sec. 31, 32 and 33, (the "Act"), and

WHEREAS the Commission is authorized to accept preservation restrictions in the name of the Town of Wellfleet and the Commission is a governmental body duly organized under the laws of the Commonwealth of Massachusetts, including the Massachusetts General Laws, Ch. 40, Sec. 8D, authorized and directed by the Grantee to manage the Property and Buildings burdened by such restrictions, consistent with the provisions of the Act and to administer and enforce this Preservation Restriction.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby irrevocably grant and convey to the Grantee in gross in perpetuity this Restriction over the Property and exterior of the Building to be administered, managed and enforced by the Commission.

1. Purpose: It is the purpose of this Restriction to assure that the architectural, historic and cultural features of the exterior of the Building will be retained and maintained forever substantially in their restored condition following the removal of the Mulcahy Storefront and Shed additions following plans approved by Grantee



and to prevent any use or change of the Property or the exterior of the Building that will significantly impair or interfere with the Building's preservation values or alter views of the exterior of the Building (the "Purpose").

2. Preservation Restriction: The Grantor grants the Grantee the right to forbid or limit:
  - a. Any alteration to the appearance, materials, workmanship, condition or structural stability of the Building (demolition of the Mulcahy Storefront and Shed excepted) unless (i) clearly minor in nature and not affecting the characteristics which contribute to the architectural or historical integrity of the Building and the Property or (ii) the Grantee has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by Grantor in accordance with the requirements of Paragraph 7, which determination shall not be unreasonably withheld, or (iii) required by casualty or other emergency promptly reported to Grantee in accordance with the requirements of Paragraph 9 and 10. For the purposes of this Agreement, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines, which are attached hereto as Exhibit D and hereby incorporated by reference.
  - b. Any other act or use that may be harmful to the historic preservation values of the Building or the Property.
3. Restriction as to Expenditure of Funds: Subject to Paragraph 2 and the terms and conditions of this Restriction and such other terms and conditions as the Commission may reasonably impose to accomplish the Purpose of this Restriction, the Grantor shall expend such Community Preservation Funds to rehabilitate and restore the Building.
4. Grantor's Covenants:
  - 4.1 Covenant to Maintain: Subject to Paragraph 2 and the terms and conditions of this Restriction and such other terms and conditions the Commission may reasonably impose to accomplish the Purpose of this Restriction, the Grantor covenants and agrees at all times to maintain the Building in the same structural condition and state of repair to that existing following the substantial completion of restoration work to be completed as a result of the expenditure of the Funds, reasonable wear, tear and weathering excepted. Grantor's obligation to maintain shall require replacement, repair, and reconstruction by Grantor whenever necessary to preserve the exterior of the Building. Subject to the casualty provisions of Paragraphs 9 and 10, this obligation to maintain shall require replacement, rebuilding, repair and reconstruction of the Building whenever necessary in accordance with the policies and procedures of the Commission and in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating,

Restoring and Reconstructing Historic Buildings (36 CFR 67 and 68), as these may be amended from time to time (hereinafter the "Secretary's Standards").

Grantor's covenants to maintain and repair under this Section 4.1 shall be limited to funds reasonably available therefore, in accordance with the Secretary's Standards. Should the parties disagree as to the need of maintenance or the availability of funds, the matter may be submitted by either party for arbitration pursuant to the Massachusetts arbitration statute then in effect.

4.2 Prohibited Activities: The following acts or uses are expressly forbidden except as otherwise conditioned in this Paragraph:

- a. the Building shall not be demolished, removed, or razed except for the demolition of the Mulcahy Storefront and Shed and as provided in Paragraphs 9 and 10;
- b. the dumping of ashes, trash, rubbish or other unsightly or offensive materials is prohibited on the Property;
- c. no above-ground utility transmission lines, except those reasonably necessary for the existing Building, may be created on the Property, subject to utility easements already recorded;
- d. no additions and/or outbuildings may be attached to the Building without prior approval of the Grantee; and
- e. moving the Building to another location shall be forbidden without prior approval of the Grantee.

5. Conditional Rights Requiring Grantee Approval: Subject to Paragraph 4 and the terms and conditions of this Restriction and such other terms and conditions as the Commission may reasonably impose to accomplish the Purpose of this Restriction, the Grantor shall not alter the Building without prior express written approval of the Commission, which approval shall not be unreasonably withheld. Without said approval Grantor shall not make any changes to the Building, including the alteration, partial removal, construction, remodeling or other physical or structural change, including permanent signs, and any change in material or color or any change to the footprint, size, mass, ridge-line and rooflines of the Building. Grantor shall similarly not make any alterations to the Property that would obscure the current view of the Building, such as the installation of permanent signage or trees or very large shrubs without approval of the Commission.

Activities by Grantor to maintain the Building and the Property which are intended to be performed in accordance with the provisions of Paragraph 4.1, and which are of a minor nature, shall not require the prior approval of the Commission. For the purposes of this section, interpretation of what constitutes ordinary maintenance of a minor nature is governed by the Restriction Guidelines (Exhibit D), which are attached to this Agreement and hereby incorporated herein by reference.

6. Grantor's Reserved Rights Not Requiring Further Approval by the Grantee: Subject to the provisions of Paragraphs 2 and 4.2, the following rights, uses and activities of or by Grantor on, over or under the Property are permitted by this Restriction and by the Commission without further approval by the Commission:

a. the right to engage in all those acts and uses that:

- (I) are permitted by governmental statute or regulation;
- (II) do not substantially impair the preservation values of the Building and Property; and
- (iii) are not inconsistent with the Purpose of this Restriction.

b. pursuant to the provisions of Paragraph 4.1, the right to maintain and repair the Building strictly according to the Secretary's Standards. As used in this sub-paragraph, the right to maintain and repair shall mean the use by the Grantor of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the exterior of the Building. The right to maintain and repair as used in this sub paragraph shall not include the right to make changes in appearance, materials, workmanship from that existing prior to the maintenance and repair without the prior approval of the Commission in accordance with the provisions of Paragraph 5.

7. Review of Grantor's Requests for Approval: Grantor shall submit to the Commission for the Commission's approval of those conditional rights set out at Paragraphs 2 and 5 two copies of information (including plans, specifications and designs where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to the Commission a timetable for the proposed activity sufficient to permit the Commission to monitor such activity. Within forty-five (45) days of the Commission's receipt of any plan or written request for approval hereunder, the Commission shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case the Commission shall provide Grantor with written suggestions for modification or a written explanation for the Commission's disapproval. Any failure by the Commission to act within forty five (45) days of receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by the Commission of the plan or request as submitted and to permit Grantor to undertake the Project in accordance with the plan or request submitted, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time, provided that nothing herein shall be construed to permit Grantor to undertake any of the activities prohibited hereunder.

The parties hereby acknowledge and agree that Grantee and Commission have approved Grantor's proposed activities submitted as of the date of this Agreement.

8. Standards for Review: In exercising any authority created by this Restriction to inspect the exterior of the Building, to review any construction, alteration, repair or maintenance, or to review casualty damage or to reconstruct or approve reconstruction following casualty damage, the Commission shall apply the Secretary's Standards.
9. Casualty Damage or Destruction: In the event that the Building or the Property shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify the Commission in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Building and the Property and to protect public safety, shall be undertaken by Grantor without the Commission's prior written approval of the work. Within sixty (60) days of the date of damage or destruction, if required by the Commission, Grantor at its expense shall submit to the Commission a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and the Commission, which report shall include the following:
- a. an assessment of the nature and extent of the damage;
  - b. a determination of the feasibility of the restoration of the Building and/or reconstruction of damaged or destroyed portions of the Building; and
  - c. a report of such restoration/reconstruction work necessary to return the Building to the condition existing at the date hereof or the condition subsequently approved by the Commission.
10. Review After Casualty Damage or Destruction: If, after reviewing the report provided in Paragraph 9 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 11, Grantor and the Commission agree that the Purpose of the Restriction will be served by the proposed restoration/reconstruction, Grantor and the Commission shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Building in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 11, Grantor and the Commission agree that restoration/reconstruction of the Building is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction, Grantor may, with prior written consent of the Commission, alter, demolish, remove or raze the Building, and/or construct new improvements on the Property, and Grantor and Grantee may agree to seek to extinguish this Restriction in accordance with the laws of the Commonwealth of Massachusetts and Paragraph 23 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 11, Grantor

and the Grantee are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts arbitration statute then in effect, and all other applicable laws, rules, regulations and ordinances. Arbitrator(s) shall have experience in historic preservation matters.

11. Insurance: Grantor shall keep the Building insured by an insurance company rated "A-" or better by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Building without cost or expense to Grantor or contribution or co-insurance from Grantor. Grantor shall deliver to the Commission, within ten (10) business days of the Commission's written request thereof, certificates of such insurance coverage. Provided, however, that whenever the Property is encumbered with a mortgage or deed of trust, nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.
12. Indemnification: Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend, at its own cost and expense, Grantee, its officers, boards, commissions, appointees, agents, directors, employees or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including attorney's fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person as a result of the existence of this Restriction; physical damage to the Building; the presence or release in, on or about the Property, at any time, of any substance now or hereafter defined, listed or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or other damage occurring on or about the Building; unless such injury, death, or damage is caused by Grantee or its boards, commissions, appointees, agents, directors, employees or independent contractors. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property with the same effect and priority as a mechanic's lien.
13. Written Notice: Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing:

Grantor: Wellfleet Historical Society, Inc.  
266 Main Street  
Wellfleet, MA 02667

Grantee: Town of Wellfleet c/o Wellfleet Historical Commission  
Wellfleet Town Hall  
300 Main Street

Wellfleet, MA 02667

Copy to the Town of Wellfleet Board of Selectmen:

Wellfleet Town Hall  
300 Main Street  
Wellfleet, MA 02667

Each party may change its address set forth herein by a notice to such effect to the other party.

14. Evidence of Compliance: Upon request by Grantor, Grantee shall within thirty (30) days of such request furnish Grantor with certification that, to the best of Grantee's knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidences the status of the Restriction to the extent of Grantee's knowledge thereof.
15. Inspection: With the consent of Grantor, Grantee or its representatives shall be permitted at reasonable times to inspect the exterior of the Building and the Property on an annual basis. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspections.
16. Grantee's Remedies: The Grantor, for itself, its successors and assigns, expressly acknowledges that a violation of this Preservation Restriction Agreement, including a failure to expend such Funds for their intended purposes, may result in the Commission, upon thirty (30) days' written notice to Grantor, and thirty (30) days' opportunity to cure, exercising its right to enforce the terms and conditions of the Restriction by seeking appropriate legal and equitable relief, including, but not limited to, restoration of the Building to the condition and appearance as of the date of this Agreement, reasonable wear, tear and weathering excepted, repayment of the Funds, and such other legal and equitable remedies as may be available to the Commission to effectuate the Purpose of this Restriction and to enforce the Grantor's obligations hereunder.

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any reasonable costs or expenses incurred in connection with Grantee's enforcement of the terms of this Restriction, including all court costs, and attorneys', or architectural, engineering and expert-witness fees. Grantor shall, at its own expense and with approval of Commission, reverse any actions or activities that violated this Restriction and altered the Building.

Nothing in this Restriction shall impose upon the Commission any duty to maintain or require that the Building be maintained in any particular state or condition, notwithstanding the Commission's acceptance hereof. Enforcement of the terms of this Preservation Restriction shall be at the discretion of the Commission. Any election by the Commission as to the manner and timing of the exercising of its right to enforce this Preservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights. By its acceptance of this Preservation Restriction, the Commission does not assume any liability or

obligation relating to the condition of the Building or the Property, including compliance with hazardous materials or other environmental laws and regulations.

17. Notice from Government Authorities: Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Buildings or Property received by Grantor from any government authority within ten (10) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.
  18. Notice of Proposed Sale: Grantor shall promptly notify the Grantee in writing of any proposed sale of the Property and provide the opportunity for Grantee to explain the terms of the Restriction to potential new owners prior to closing on the property.
  19. Runs with the Land: Except as provided in Paragraphs 9 and 10, the restrictions, obligations and duties set forth in this Restriction shall run with the Property and shall inure to the benefit of the Commission and all parties claiming by, through or under the Commission and shall bind the Grantor and all parties claiming by, through or under the Grantor. The rights hereby granted to the Commission constitute the perpetual right of the Commission to enforce this Preservation Restriction Agreement. The Grantor hereby covenants for itself to stand seized and hold title to the Property subject to the terms of this Restriction. This Restriction shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor" and "Grantee", when used herein, shall include all such persons. Any right, title or interest herein granted to Grantee shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.
- Anything contained herein to the contrary notwithstanding, Grantor shall have no obligation pursuant to this instrument where Grantor shall cease to have any ownership interest in the Property by reason of a bona fide transfer. The restrictions, stipulations and covenants contained in this Restriction shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Property or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Property.
20. Assignment: Grantee may convey, assign, or transfer this Restriction to a unit of federal, state or local government or to a similar local, state or national charitable corporation or trust that qualifies under the Act, and whose purposes, inter alia, are to promote preservation of historical, cultural, or architectural resources, provided that any such conveyance, assignment or transfer requires that the Purpose for which the Restriction was granted will continue to be carried out. Grantor shall give prior written approval of such conveyance, assignment or transfer by Grantee, such approval not to be unreasonably withheld.

21. Alternative Designee: Grantee may, at its discretion, remove and replace the Commission as its designee to administer, manage, and enforce this Restriction, provided that any new designee is qualified as such under the Act and other applicable law.
22. Recording and Effective Date: Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this Restriction which shall become effective upon its being duly executed by the Grantor, the Town of Wellfleet and the Wellfleet Historical Commission, its being approved by the Massachusetts Historical Commission, and its being recorded with the Barnstable County Registry of Deeds.
23. Extinguishment: Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Property and/or Building may make impossible the continued ownership or use of the Property and/or for the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such a change in conditions may include, but is not limited to, partial or total destruction of the Building resulting from casualty. Such an extinguishment must meet all the requirements of the Act for extinguishment, including public hearings by the Town of Wellfleet and the Massachusetts Historical Commission to determine that such extinguishment is in the public interest. In the event of a sale of the Property, net proceeds of sale shall be paid to Grantor.
24. Condemnation: If all or any part of the Property is taken under the power of eminent domain by public, corporate or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct connection with such taking shall be paid out of the recovered proceeds. Such recovered proceeds shall be paid to Grantor.
25. Interpretation: The following provisions shall govern the effectiveness, interpretation and duration of the Restriction:
  - a. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Property shall not apply in the construction or interpretation of this Restriction and this instrument shall be interpreted broadly to affect its Purpose and the transfer of rights and the restriction on use contained herein.
  - b. This instrument may be executed in two counterparts, one of which is to be retained by Grantor and the other, after recording, to be retained by the Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the entire Restriction of the parties.
  - c. This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree



and to bind themselves, their successors and their assigns in perpetuity to each of the terms of this instrument whether this instrument be enforceable by reason of any statute, common law or private restriction either in existence now or at any time subsequent hereto.

- d. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or regulation and the terms hereof, Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

If any court or other tribunal determines that any provision of this instrument is invalid or unenforceable, such provision shall be deemed to have been incorporated herein automatically to conform to the requirements for enforceability as determined by such court or tribunal. In the event any provision invalidated is of such a nature that it cannot be modified, the provision shall be deemed deleted from this Preservation Restriction as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

26. Amendment: If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the status of Grantee under any applicable law. Any such amendment shall be consistent with the protection of the preservation values of the Property and the Purpose of this Restriction, shall not affect its perpetual duration; shall not permit any private increment to any person or entity, and shall not adversely impact the overall architectural and historic values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendment have been met and the amendment is recorded in the Barnstable County Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.
27. Release: This Preservation Restriction is intended to be a restriction in gross in perpetuity and may only be released, in whole or in part, by the Grantee pursuant to the procedures for release established by the Act and otherwise by law, including the approvals following public hearings by the Town of Wellfleet and the Massachusetts Historical Commission to determine that such a release is in the public interest.
28. Archaeological Activities: The conduct of archaeological activities on the Property, including without limitation survey, excavation and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by the Grantor and approved in writing by the Grantee and the State Archeologist of the Massachusetts Historical Commission (M.G.L Ch.9, Sec. 27C, 950 CMR 70.00)

29. Subordination of Prior Liens: Grantor represents and warrants to Grantee that the Property is not subject to any mortgages, liens, leases, prior in right to this Restriction other than a mortgage granted to The Cape Cod Five Cents Savings Bank, recorded with the Barnstable County Registry of Deeds in Book 29056, Page 309. The Cape Cod Five Cents Savings Bank has subordinated its mortgage to this Preservation Restriction with its Assent attached hereto and recorded herewith as Exhibit E. Grantor agrees not to enter into or permit other mortgages, liens or leases affecting the Property prior in right to this Preservation Restriction.

IN WITNESS WHEREOF, the Grantor sets its hand and seal this \_\_\_day of \_\_\_, 2018.

GRANTOR:  
Wellfleet Historical Society, Inc.

By: \_\_\_\_\_  
Dwight Estey, President

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_day of \_\_\_, 2018, before me, the undersigned Notary Public, personally appeared Dwight Estey, as aforesaid, proved to me through satisfactory evidence of identification, which was (a current driver's license)(a current U.S. passport)(my personal knowledge of the identity of the principal), to be the person whose name is signed above, and acknowledged he foregoing to be signed by him/her voluntarily for its stated purpose as duly authorized President of the Wellfleet Historical Society, Inc.

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

By: \_\_\_\_\_  
J.A. Ketchum, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_day of \_\_\_\_\_, 2018, before me, the undersigned Notary Public, personally appeared J.A. Ketchum, as aforesaid, proved to me through satisfactory evidence of identification, which was (a current driver's license)(a current U.S. passport)(my personal knowledge of the identity of the principal), to be the person whose name is signed above, and acknowledged he foregoing to be signed by him/her voluntarily for its stated purpose as duly authorized Treasurer of the Wellfleet Historical Society, Inc.

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

ACCEPTANCE OF PRESERVATION RESTRICTION

BY THE TOWN OF WELLFLEET HISTORICAL COMMISSION

We, the undersigned, being a majority of the Historical Commission of the Town of Wellfleet, Massachusetts, hereby certify that at a meeting duly held on \_\_\_\_\_, 201\_\_, the Historical Commission voted to accept the foregoing Preservation Restriction Agreement from the Wellfleet Historical Society, Inc,

TOWN OF WELLFLEET  
By its Historical Commission

\_\_\_\_\_  
Lydia Vivante  
Co-Chair

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned Notary Public, personally appeared Lydia Vivante as aforesaid, proved to me through satisfactory evidence of identification, which was (a current driver's license)(a current U.S. passport)(my personal knowledge of the identity of the principal), to be the person whose name is signed above, and acknowledged he foregoing to be signed by him/her voluntarily for its stated purpose as duly authorized Co-Chairperson of the Town of Wellfleet Historical Commission.

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

\_\_\_\_\_  
Maria Burks  
Co-Chair

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_\_\_day of \_\_\_\_\_, 2018, before me, the undersigned Notary Public, personally appeared Maria Burks as aforesaid, proved to me through satisfactory evidence of identification, which was (a current driver's license)(a current U.S. passport)(my personal knowledge of the identity of the principal), to be the person whose name is signed above, and acknowledged he foregoing to be signed by him/her voluntarily for its stated purpose as duly authorized Co-Chair of the Wellfleet Historical Commission.

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

\_\_\_\_\_  
Anne Freyss

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_\_\_day of \_\_\_\_\_, 2018, before me, the undersigned Notary Public, personally appeared Anne Freyss as aforesaid, proved to me through satisfactory evidence of identification, which was (a current driver's license)(a current U.S. passport)(my personal knowledge of the identity of the principal), to be the person whose name is signed above, and acknowledged he foregoing to be signed by him/her voluntarily for its stated purpose as duly authorized member of the Wellfleet Historical Commission.

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

\_\_\_\_\_  
Daniel Ranalli

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned Notary Public, personally appeared, Daniel Ranalli as aforesaid, proved to me through satisfactory evidence of identification, which was (a current driver's license)(a current U.S. passport)(my personal knowledge of the identity of the principal), to be the person whose name is signed above, and acknowledged he foregoing to be signed by him/her voluntarily for its stated purpose as duly authorized member of the Wellfleet Historical Commission.

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

\_\_\_\_\_  
Thomas Siggia

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned Notary Public, personally appeared, Thomas Siggia as aforesaid, proved to me through satisfactory evidence of identification, which was (a current driver's license)(a current U.S. passport)(my personal knowledge of the identity of the principal), to be the person whose name is signed above, and acknowledged he foregoing to be signed by him/her voluntarily for its stated purpose as duly authorized member of the Wellfleet Historical Commission.

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

\_\_\_\_\_  
Nicholas Watkins

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this \_\_ day of \_\_\_\_, 2018, before me, the undersigned Notary Public, personally appeared, Nicholas Watkins as aforesaid, proved to me through satisfactory evidence of identification, which was (a current driver's license)(a current U.S. passport)(my personal knowledge of the identity of the principal), to be the person whose name is signed above, and acknowledged he foregoing to be signed by him/her voluntarily for its stated purpose as duly authorized member of the Wellfleet Historical Commission.

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

\_\_\_\_\_  
Carol Ubriaco

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_ day of \_\_\_\_, 2018, before me, the undersigned Notary Public, personally appeared, Carol Ubriaco as aforesaid, proved to me through satisfactory evidence of identification, which was (a current driver's license)(a current U.S. passport)(my personal knowledge of the identity of the principal), to be the person whose name is signed above, and acknowledged he foregoing to be signed by him/her voluntarily for its stated purpose as duly authorized member of the Wellfleet Historical Commission.

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

APPROVAL AND ACCEPTANCE BY SELECTMEN OF THE TOWN OF WELLFLEET

We, the undersigned, being a majority of the members of the Board of Selectmen of the Town of Wellfleet, Massachusetts, hereby certify that at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, we voted to approve and accept the foregoing Preservation Restriction Agreement between the Wellfleet Historical Society, Inc., and the Town of Wellfleet, acting by and through the Wellfleet Historic Commission, pursuant to M.G.L. c. 184, sec. 32, and hereby certify at said meeting we made a finding that this Restriction is in the public interest.

Board of Selectmen of the Town of Wellfleet

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

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_ day of \_\_\_\_, 2018, before me, the undersigned Notary Public, personally appeared, Dennis Murphy as aforesaid, proved to me through satisfactory evidence of identification, which was (a current driver's license)(a current U.S. passport)(my personal knowledge of the identity of the principal), to be the person whose name is signed above, and acknowledged he foregoing to be signed by him/her voluntarily for its stated purpose as duly authorized Chair of the Wellfleet Board of Selectmen.

\_\_\_\_\_  
Notary Public

My Commission Expires

\_\_\_\_\_  
Janet Reinhart, Vice-chair

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_\_\_ day of \_\_\_\_, 2018, before me, the undersigned Notary Public, personally appeared, Janet Reinhart as aforesaid, proved to me through satisfactory evidence of identification, which was (a current driver's license)(a current U.S. passport)(my personal knowledge of the identity of the principal), to be the person whose name is signed above, and acknowledged he foregoing to be signed by him/her voluntarily for its stated purpose as duly authorized Co-Chair of the Wellfleet Board of Selectmen.

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

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

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_ day of \_\_\_\_, 2018 before me, the undersigned Notary Public, personally appeared, Jerry Houk as aforesaid, proved to me through satisfactory evidence of identification, which was (a current driver's license)(a current U.S. passport)(my personal knowledge of the identity of the principal), to be the person whose name is signed above, and acknowledged he foregoing to be signed by him/her voluntarily for its stated purpose as duly authorized member of the Wellfleet Board of Selectmen.

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



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

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_ day of \_\_\_\_, 2018, before me, the undersigned Notary Public, personally appeared, Helen Miranda Wilson as aforesaid, proved to me through satisfactory evidence of identification, which was (a current driver's license)(a current U.S. passport)(my personal knowledge of the identity of the principal), to be the person whose name is signed above, and acknowledged he foregoing to be signed by him/her voluntarily for its stated purpose as duly member of the Wellfleet Board of Selectmen.

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

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

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_ day of \_\_\_\_, 2018, before me, the undersigned Notary Public, personally appeared, Kathleen Bacon as aforesaid, proved to me through satisfactory evidence of identification, which was (a current driver's license)(a current U.S. passport)(my personal knowledge of the identity of the principal), to be the person whose name is signed above, and acknowledged he foregoing to be signed by him/her voluntarily for its stated purpose as duly authorized member of the Wellfleet Board of Selectmen.

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

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

The undersigned hereby certifies that the foregoing preservation restrictions have been approved pursuant to M.G.L. c. 184, sec. 32.

MASSACHUSETTS HISTORICAL COMMISSION

\_\_\_\_\_  
Brona Simon  
Executive Director and Clerk

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this \_\_\_\_ day of \_\_\_\_, 2018 before me, the undersigned Notary Public, personally appeared Brona Simon aforesaid, proved to me through satisfactory evidence of identification, which was (a current driver's license)(a current U.S. passport)(my personal knowledge of the identity of the principal), to be the person whose name is signed above, and acknowledged he foregoing to be signed by him/her voluntarily for its stated purpose as duly authorized Executive Director and Clerk of the Massachusetts Historical Commission.

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

## EXHIBIT A

### Legal Property Description(s)

#### DESCRIPTION: 266 Main Street

The land in Wellfleet, Barnstable County, Massachusetts, with all buildings thereon, bounded and described as follows:

Beginning at the Southwest corner of the premises on the northerly side of the State Highway, in the range of land of Edna Ryder, thence Easterly by said State Highway thirty-seven and one-half (37 1/2) feet to a stake in the range of land now of William C., Newcomb; thence Northerly in the range of land of said Newcomb on a line parallel with the building on said land and two feet East from the foundation wall thereof ninety (90) feet to a stake; thence Westerly thirty-four (34) feet to a stake in the range of land now of Edna Ryder; thence South 19 degrees East in the range of said Ryder thirty-six (36) feet; thence South 30 degrees East in the range of said Ryder fifty four (54) feet to the place end point of beginning. Subject to and with the benefit of such easements and rights or restrictions as are contained in a deed from Marie P. Higgins to the Town of Wellfleet, dated May 16, 1910, insofar as the same may be in force or effect or legally exist.

For 266 Main Street – Source: Barnstable County Registry of Deeds, Book 794, Page 309

#### DESCRIPTION: 262 Main Street

The land in Wellfleet, Barnstable County with buildings thereon bounded and described as follows:

Commencing at the Southwest corner of the premises at a point thirty seven and one-half (37 ½) feet Easterly of land formerly of Edna G. Ryder, in the range of land of the Wellfleet Historical Society; thence

Northerly in range of said Historical Society, on a line parallel with the dwelling, and two (2) feet from the foundation wall thereof, ninety (90) feet to a stake; thence

Westerly in range of the Historical Society, thirty-four (34) feet of land formerly of Ryder, thence

Northwesterly in the range formerly of said Ryder to land of the Town of Wellfleet; thence

N 62 degrees 26' 10"E in range of land of the Town of Wellfleet fifty-five and 45/100 (55.45) feet to a stake at land of Celia Harding; thence

Southerly in the range of land of Mabel R. Frazier, to the State Highway, now Main Street, through a point at the center of the front door of the main dwelling; and thence

Westerly by the State Highway, now Main Street, to the point of beginning.

With a right of way in common with all persons legally entitled thereto in the existing right of way between said Ryder and the Wellfleet Historical Society.

Subject to and with the benefit of any and all rights, easements and restrictions insofar as in force and applicable.

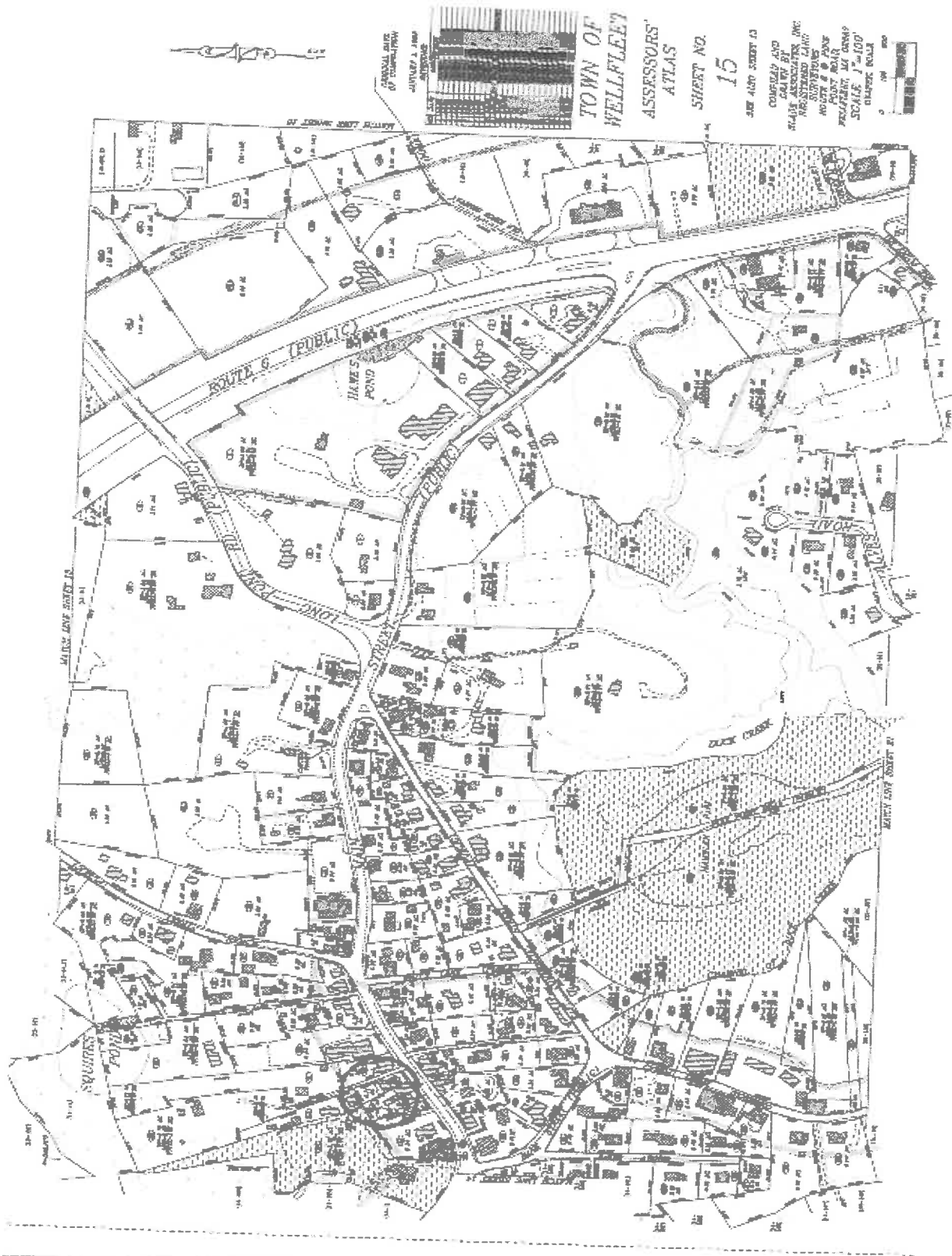
For 262 Main Street – Source: Barnstable County Registry of Deeds, Book 28699, Page 111

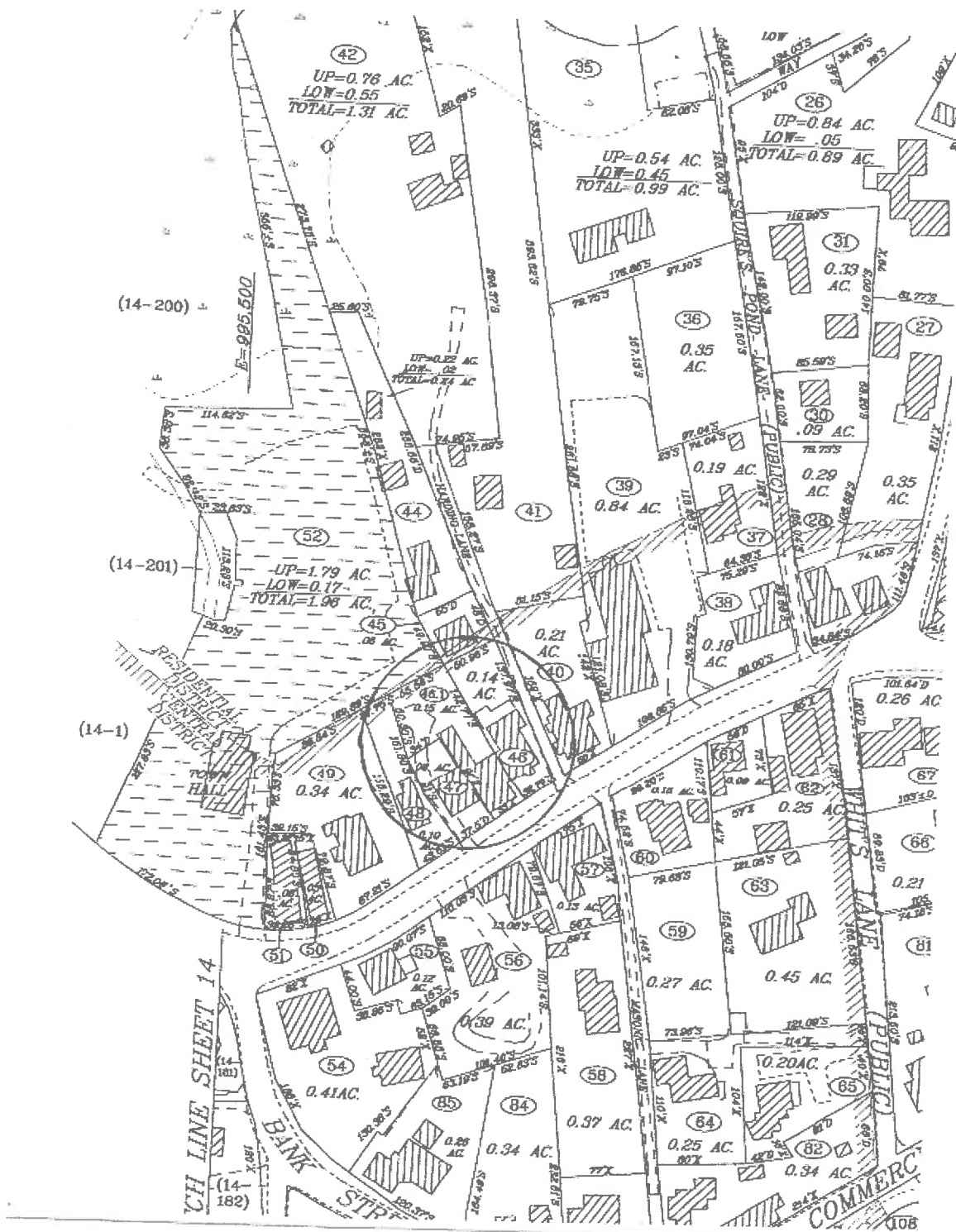
DESCRIPTION: 258 Main Street

The land in Wellfleet, Barnstable County, Massachusetts, with all buildings thereon, bounded and described as follows:

Beginning on the County Road on the west side of a Proprietor's Road which separates the land from land formerly belonging to Samuel Higgins' Estate; thence running Southwesterly by the County Road to land now or formerly of Payne W. Higgins abreast of the center of the front door of the main house; thence Northerly in said Payne W. Higgins/ range to the Southwest corner of land sold by the First Congregational Parish of Wellfleet to Everett S. Jacobs October 31, 1906; thence Easterly by land now or formerly of said Everett S. Jacobs fifty-two (52) feet to the aforesaid Proprietor's Road; thence Southerly by said road to the point begun at; with all rights or privilege in said road.

For 258 Main Street – Source: Barnstable County Registry of Deeds, Book 22371, Page 29





## **Exhibit C Baseline Photographs**



a. **Photo 1**  
**258 Main Street South elevations**



b. **Photo 2**  
**266 Main Street, West and South elevations**





**c. Photo 3**  
**266 Main Street, South elevation**  
**262 Main Street West and South elevations**



**d. Photo 4**  
**262 and 258 Main Street, South elevations**



**e. Photo 5**  
**262 and 258 Main St. South elevations**



**f. Photo 6**  
**266 and 262 Main St. South elevation;**  
**Mulcahy storefront detail**



**g. Photo 7**  
**262 Main St South elevation**  
**258 Main St. South and East elevations**



**h. Photo 8**  
**258, 262, 266 Main St. North elevations. Shed to be demolished**



**i. Photo 9**  
**259, 262, 266 Main St. North elevations. Shed to be demolished.**



**j. Photo 10**  
**258, 262 Main St. North elevations**



**k. Photo 11**  
**262, 266 Main St. North elevations      Shed to be demolished.**



**l. Photo 12**  
**258, 262, 266 Main St. North elevations      Shed to be demolished.**





**m. Photo 13**  
**266 Main St. North and west elevations**



**n. Photo 14**  
**258 Main St. East elevation**



**o. Photo 15**  
**258 Main St. East and north elevations**



**p. Photo 16**  
**258 Main St. North elevation**



**q. Photo 17**  
**258 Main St. North and west elevations**



## EXHIBIT D

### Restriction Guidelines

The purpose of the Restriction Guidelines is to clarify paragraphs 2 and 5 of the Preservation Restriction Agreement, which deal with alterations to the Property. Under this section, permission from the Wellfleet Historical Commission is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require Commission review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change that must be reviewed the Commission, the following list has been developed. By no means is this list comprehensive: it is only a sampling of some of the more common alterations, which may be contemplated by the property owner.

#### PAINT

Minor – Exterior or interior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major – Painting or fully stripping decorative surfaces or distinctive stylistic features including murals, stenciling, ornamental woodwork, stone, masonry, decorative or significant original stucco or plaster.

#### WINDOWS AND DOORS

Minor – Regular maintenance including caulking, painting and necessary re-glazing. Repair or in-kind replacement of existing individual decayed window parts.

Major – wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows. The addition of storm windows is also considered a major change, however, with notification it is commonly acceptable.

#### EXTERIOR

Minor – spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, slates, etc.

Major – Large-scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e. removal of chimneys or cornice detailing; installation of architectural detail which does not have a historical basis; altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the property is also considered a major alteration.

## LANDSCAPE/OUTBUILDINGS

Minor – Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting and repair.

Major – Moving or subdividing Building or Property, altering of property, altering or removing significant landscape features such as gardens, vistas, walks, plantings, walls, fences, ground disturbance affecting archeological resources.

## HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor – Repair of existing systems

Major – Installing or upgrading systems that will result in major exterior appearance changes (i.e. exterior ducts, piping, ventilators, HVAC units) the removal of substantial quantities or original materials in the course of construction.

Changes classified as major alterations are not necessarily unacceptable. Under the Preservation Restriction such changes must be reviewed the Commission and their impact on the historic integrity of the premise assessed.

It is the responsibility of the property owner to notify the Commission in writing when any major alterations are contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of the Preservation Restriction is to enable the Commission to review proposed alterations and assess their impact on the integrity of the structure, not to preclude future change. Commission will attempt to work with property owner to develop mutually satisfactory solutions, which are in the best interests of the Property.

## Exhibit E

### Assent By Mortgagee

#### Assent by Mortgagee

The Cape Cod Five Cents Savings Bank, which has its principal office at 19 West Road Orleans MA 02553 is Mortgagee on a Mortgage from The Wellfleet Historical Society, Inc. property which is located at 258 Main Street Wellfleet MA 02667 Massachusetts. Said mortgage is dated 8/4/2015 and is recorded with Barnstable County Registry of Deeds, Book 29056 Page 309. Said Mortgagee hereby assents to the Preservation Restrictions from its Mortgagor The Wellfleet Historical Society, Inc. to the Town of Wellfleet, as set forth in an agreement dated and to be recorded with the Barnstable County Registry of Deeds and agrees that upon the Mortgagee's exercise of its right to foreclose on the mortgaged property it shall assume the burden of the Preservation Restrictions accepted by the Mortgagor.

IN WITNESS WHEREOF said Mortgagee has hereunto set its hand and seal this day of March 6, 2018.

By:

Andrew M. Foss

(Print Name/Title):

Andrew M. Foss / Vice President

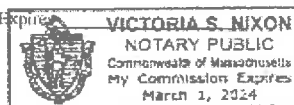
COMMONWEALTH OF MASSACHUSETTS

Barnstable

On this 6<sup>th</sup> day of March, 2018, before me, the undersigned notary public, personally appeared Andrew M. Foss, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes.

Victoria S. Nixon  
Notary Public

My Commission Expires





## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
April 10, 2018

# IV

### Business – C. Recycling Committee (1)

<b>REQUESTED BY:</b>	Lydia Vivante
<b>DESIRED ACTION:</b>	Acceptance of Care for the Cape & The Islands \$2,000 grant to the Wellfleet Recycling Committee Grant for one outdoor water station.
<b>PROPOSED MOTION:</b>	I move to accept the Care for the Cape & The Islands \$2,000 grant to the Wellfleet Recycling Committee Grant for one outdoor water station.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



February 20, 2018

To: Lydia Vivante  
Town of Wellfleet Recycling Committee

RE: ReFill Wellfleet

Thank you for your recent CARE for the Cape and Islands 2018 grant application. After a thorough review by our committee, your application has been selected to receive a grant in the amount of \$2,000. Congratulations!

As outlined in the grant application, funds will be provided upon completion of the project, receipt of the Final Report and the project must be completed within 12 months of this award. We also request that CARE be acknowledged as funder as part of the filling station, that we be listed as funder of the project in all promotional material and the CARE logo be used whenever possible.

We will be making a presentation to all of our grant recipients during "CARE for the Cape & Islands Day" to be held early May and request that a representative from your organization attend the event. The morning will consist of a hands-on service project and the presentations will take place at approximately 11:30, concluding with lunch. Additional details will be provided as soon as details are confirmed.

To accept this grant and its terms kindly sign below and return this acknowledgment at your earliest convenience.

Sincerely,

CARE for the Cape and Islands  
Grant Selection Committee

---

## Radu Luca

---

**From:** Lydia Vivante <[vivantelydia@gmail.com](mailto:vivantelydia@gmail.com)>  
**Sent:** Wednesday, April 4, 2018 7:41 PM  
**To:** Radu Luca  
**Subject:** Fwd: FW: Care for the Cape & Islands grant + ReFill Wellfleet

----- Forwarded message -----

**From:** Lydia Vivante <[vivantelydia@gmail.com](mailto:vivantelydia@gmail.com)>  
**Date:** Fri, Feb 23, 2018 at 10:46 AM  
**Subject:** Re: FW: Care for the Cape & Islands grant + ReFill Wellfleet  
**To:** Dan Hoort <[Dan.Hoort@wellfleet-ma.gov](mailto:Dan.Hoort@wellfleet-ma.gov)>  
**Cc:** Board of Selectmen <[BoS@wellfleet-ma.gov](mailto:BoS@wellfleet-ma.gov)>, Christine Shreves <[ecshreves@gmail.com](mailto:ecshreves@gmail.com)>, "[wellfleetrecycles@gmail.com](mailto:wellfleetrecycles@gmail.com)" <[wellfleetrecycles@gmail.com](mailto:wellfleetrecycles@gmail.com)>

Hi Dan,

Here is more information on why we chose the Mayo Beach / Baker's Field Recreation area to share with the Select Board.

Thank you and have a nice weekend,

Lydia Vivante  
Christine Shreves  
Chairs, Wellfleet Recycling Committee

---

Hi Jill,

It was great to talk with you the other day!

*Re placement of a drinking water station in Wellfleet*

Here is a selection of images of the Mayo Beach / Baker's Field Recreation area on Kendrick Avenue. The Wellfleet Town pier and marina is a short walk away.

Mayo Beach is a bathing beach and is currently the only beach in Wellfleet that offers free parking during the busy summer months. Amenities list below:

Picnic Tables  
Bike racks  
Kayak racks

Promenade and benches (at marina)  
Yoga, Tennis, Basketball, Baseball  
Wellfleet Road Race (now in its 43rd year)  
Music at Mayo  
Shakespeare Under the Tent  
Skateboard Park  
(and more)

Wellfleet Recreation programs link

<http://www.wellfleet-ma.gov/recreation/pages/recreation-programs-offered>

Please let us know if we can help with any questions.

Thanks very much ~

Lydia Vivante

Christine Shreves

co-Chairs, Wellfleet Recycling Committee

**Google overview, please see right side of picture**

wellfleet ma

Wellfleet

Massachusetts

Cloudy · 7°C  
1:21 PM

Directions

SAVE

NEARBY

SEND TO YOUR PHONE

SHARE

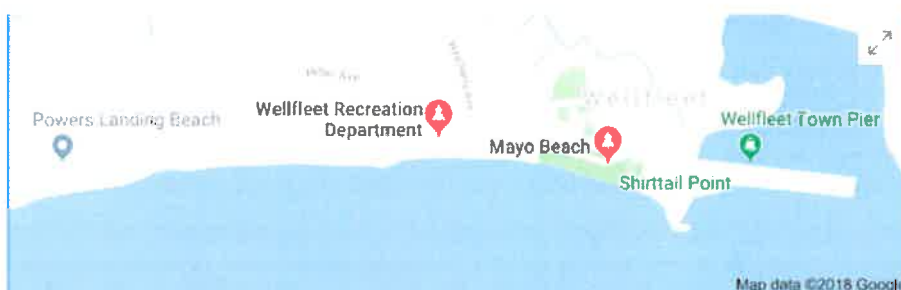
Photos



## Quick facts

Wellfleet is a town in Barnstable County, Massachusetts, United States, and is located halfway between the "tip" and "elbow" of Cape Cod. The town had a population of 2,750 at the 2010 census, which swells nearly sixfold during the

## Map





**public parking (more public parking at the pier, marina)**



**playing fields**



**a nice view from Mayo Beach towards Great Island**



**historic oyster shack display**



**historic lighthouse keeper's house (private)**



On Fri, Feb 23, 2018 at 10:30 AM, Dan Hoort <[Dan.Hoort@wellfleet-ma.gov](mailto:Dan.Hoort@wellfleet-ma.gov)> wrote:

Dear Board of Selectmen,

I think this is great news from the Recycling Committee.

They have received a grant to install a water fountain in the Baker Field recreation area. The water fountain also has a feature whereby you may refill water bottles and/or personal water drinking containers thereby hopefully reducing the usage of disposable plastic water bottles.

Dan

**Daniel R. Hoort**

**Town Administrator**

**Town of Wellfleet**

300 Main Street

Wellfleet, MA 02667

(508) 349-0300

**From:** Lydia Vivante [mailto:[vivantelydia@gmail.com](mailto:vivantelydia@gmail.com)]  
**Sent:** Friday, February 23, 2018 10:03 AM  
**To:** Dan Hoort <[Dan.Hoort@wellfleet-ma.gov](mailto:Dan.Hoort@wellfleet-ma.gov)>  
**Cc:** Christine Shreves <[ecshreves@gmail.com](mailto:ecshreves@gmail.com)>; [wellfleetrecycles@gmail.com](mailto:wellfleetrecycles@gmail.com)  
**Subject:** Care for the Cape & Islands grant + ReFill Wellfleet

Good morning Dan,

Wellfleet Recycling Committee is pleased to share some good news: we applied for a  
**Care for the Cape & Islands grant** and our request was approved.

\$2,000 matching grant

'ReFill Wellfleet' water station project

*RC grant application and CARE approval letter attached*

Our goal is to reduce plastic water bottle waste, encourage reuse, promote Wellfleet town water, and make it easy to get free, safe, clean, refreshing Wellfleet public drinking water -- an amenity for hydration and good health.

(It is so great to see the water station in the Town Hall basement!)

The new exterior water station -- bubbler and bottle filler -- will ideally be placed on the outside of the Recreation building at Mayo Beach/Baker's Field. We have support from Becky Rosenberg, the

Board of Water Commissioners, and the Health Agent. The Department of Public Works has concerns about installation and we hope to address those concerns using a nearby water station as a model -- see exterior water station at the Cape Cod National Seashore Eastham Visitors Center (image below).

I will come by later today to help with any questions you may have. I cc CoChair Christine Shreves who is out of town this week.

With kind regards and thanks,

Lydia Vivante

Christine Shreves

Chairs, Wellfleet Recycling Committee



CCNS installation



single basin option



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
April 10, 2018

# IV

### Business – D. Recycling Committee (2)

<b>REQUESTED BY:</b>	Lydia Vivante
<b>DESIRED ACTION:</b>	Reduce the number of Recycling Committee members from eleven (11) to seven (7) with two (2) alternates
<b>PROPOSED MOTION:</b>	I move to reduce the number of Recycling Committee members from eleven (11) to seven (7) with two (2) alternates.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

## Radu Luca

---

**From:** Lydia Vivante <vivantlydia@gmail.com>  
**Sent:** Wednesday, April 4, 2018 7:46 PM  
**To:** Radu Luca  
**Cc:** Christine Shreves; Wellfleet Historical Commission  
**Subject:** Recycling Committee agenda items  
**Attachments:** Wellfleet Recycling-2018 Grant Letter CARE.pdf

Hi Radu,  
Two Recycling Committee items for April 10th Board of Selectmen's meeting  
co-Chairs Christine Shreves and Lydia Vivante will be present.

1.  
Re  
quest to reduce

the number of Recycling Committee members from 11 to 7 with two alternates  
. Reason: difficulty making current quorum of six in the off-season.

2. Request approval of Care for the Cape & Islands \$2,000 grant to the Wellfleet Recycling Committee for one outdoor water station -- bottle filler and fountain -- to be installed at Recreation Building, Baker's Field. Letter for signature attached.

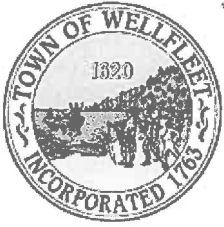
### "ReFill Wellfleet"

Let's welcome locals and visitors to Wellfleet's public spaces and provide safe, clean, refreshing Wellfleet public drinking water as an amenity for hydration and good health.

Reduce reliance on single-use plastic water bottles, some of which inevitably become roadside and waterway litter, harming the marine environment and degrading the natural beauty of Cape Cod.

Each refill makes a difference in stemming the tide of plastic pollution.

For  
the  
string of  
emails  
between myself and the Town Administrator  
,  
please see  
my  
email titled: Care for the Cape & Islands grant + ReFill Wellfleet



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
April 10, 2018

# IV

### Business – E. Shellfish

<b>REQUESTED BY:</b>	Shellfish Constable
<b>DESIRED ACTION:</b>	Approval of opening Commercial Diving for Shellfish North of the No-drag line.
<b>PROPOSED MOTION:</b>	I move to approve the opening of Commercial Diving for Shellfish North of the No-drag line.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



## Jeanne Maclauchlan

---

**From:** Nancy Civetta  
**Sent:** Tuesday, March 27, 2018 10:14 AM  
**To:** Jeanne Maclauchlan  
**Subject:** Agenda item for 4/10 BOS meeting

Hi Jeanne,

Could you add the following to the 4/10 BOS meeting agenda?

Approval of opening Commercial Diving for Shellfish North of the No-drag line

Reg. 9.1.2. North of the No-drag Line When recommended by the Shellfish Department and approved by the Board of Selectmen, divers may harvest shellfish from the waters north of a line extending from the seaward end of the Indian Neck Breakwater to the large rock called Old Saw (a.k.a. Egg Island Rock) thence in the same direction to Great Island at mean high water, excluding the Herring River. (Area CCB 12).

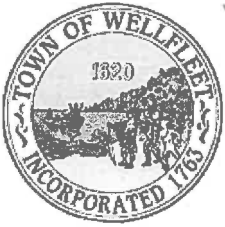
I will be discussing it at the 4/9 Shellfish Advisory Board meeting. If they are in agreement, then I would look for BOS approval. If they are not, I can advise BOS otherwise or take off agenda.

Make sense?

Thank you,  
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](#).

MAR 27 2018



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
April 10, 2018

# IV

### Business – F. Shellfish Shack

<b>REQUESTED BY:</b>	Dennis Murphy
<b>DESIRED ACTION:</b>	Re-visit vote to demolish old Shellfish Shack
<b>PROPOSED MOTION:</b>	<p>Move to reconsider vote of October 24, 2017 which directed staff to demolish the old shellfish shack.</p> <p>Move that Board of Selectmen affirm their 10/24/17 vote to order that the old shellfish shack be demolished, the concrete slab removed, water and septic systems capped, and the area restored to natural setting.</p> <p>OR</p> <p>Move that the Board of Selectmen direct Staff to research the installation of an upweller into the old Shellfish Shack and report back to the Board of Selectmen with the results of their research.</p>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

**Street View**



**Rear View**



## Dan Hoort

---

**From:** Carolyn M. Murray <CMurray@k-plaw.com>  
**Sent:** Tuesday, January 30, 2018 4:25 PM  
**To:** Dan Hoort  
**Subject:** FW: Wellfleet: Use of Mayo Beach Shellfish Shack for Upweller Shack  
**Attachments:** 1581\_001.pdf

Dan,

As requested, I have reviewed the question of whether the "shellfish shack" at Mayo Beach may be used as an "upweller shack" for purposes of cultivating oyster seeds. You have stated that the cultivation would be for both commercial and recreational purposes.

We previously opined (see below) that the property may be used only "as a public Town Park for bathing and other recreational uses".

In my opinion, the use of the property for recreational cultivation of oyster seeds would be permitted as "recreational uses" are allowed under the restriction in the conveyance of the property to the Town. However, in my further opinion, any use of the property for commercial purposes (whether for cultivation of oyster seeds or otherwise), is not allowed under the restriction.

Please don't hesitate to ask if I can be of further assistance.

Thank you,

Carolyn M. Murray, Esq.  
**KP | LAW**  
101 Arch Street, 12th Floor  
Boston, MA 02110  
O: (617) 654 1726  
F: (617) 654 1735  
C: (617) 257 9581  
[cmurray@k-plaw.com](mailto:cmurray@k-plaw.com)  
[www.k-plaw.com](http://www.k-plaw.com)

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---

**From:** Carolyn M. Murray  
**Sent:** Tuesday, October 24, 2017 12:28 PM  
**To:** Dan Hoort <Dan.Hoort@wellfleet-ma.gov>  
**Subject:** Wellfleet: Use of Mayo Beach Shellfish Shack property under Baker Deed

Dan,

You have asked for an opinion regarding any restrictions on the use of Town property referred to as the "old Shellfish Shack" at Mayo Beach. You have stated that the Town is considering the future use of the property, including selling,

leasing or otherwise disposing of the property, constructing bathrooms and/or a picnic area thereupon, and/or using the land for shell fishing purposes.

You have provided me with a copy of the deed to the property and a legal opinion dated April 16, 2002 provided by this office. I have not done any additional research on the title to the property, reviewed any Town Meeting votes affecting the property, or any other materials.

The deed from the Trustees of the Captain L.D. Baker Estate to the Town dated April 1, 1931 and recorded in Book 549, Page 121 in the Barnstable County Registry of Deeds (the "Deed") provides, "This conveyance is made on the express condition that the premises shall be forever used as a public Town Park for bathing and other recreational uses and for no other purpose, and shall always be maintained by the grantee in a reasonably neat condition."

In the April 16, 2002 letter from this office, we opined that the Deed created a public charitable trust restricting the use of the property in perpetuity. (See also, Dunphy v. Commonwealth, 368 Mass. 376 (1975)). As such, the restriction on the land set forth in the Deed remains in effect and the property may be used only "as a public Town Park for bathing and other recreational uses".

The property may also be subject to the protections of Article 97 of the Articles of Amendment to the Constitution of Massachusetts ("Article 97"), which incorporates the common law principle of prior public use that was applicable at the time the Town acquired the property. Article 97 restricts the Town's ability to transfer or change the use of property held for park, conservation or recreation purposes, among other uses. A transfer or change in use of the property would require a 2/3rds vote of Town Meeting to approve the transfer or change in use, and then a 2/3rds roll-call vote of each house of the General Court to approve special legislation authorizing the same. Moreover, the Executive Office of Energy and Environmental Affairs frequently requires that, in exchange for approval of a change in use of Article 97 land, the Town dedicate another piece of property of "equal conservation value" to conservation purposes. However, in my opinion, the protections of Article 97 apply only to property acquired solely for Article 97 purposes. While the deed states that the property is to be used "as a public Town park for bathing and other recreational uses", I would need to review the Town Meeting vote that authorized the acquisition of the property and/or appropriated the purchase price in order to determine how and for what purposes the property was acquired.

Note though, that even if the property is not subject to Article 97, it is still subject to the public charitable trust and may only be used as a public Town Park for bathing and other recreational uses unless the Town is able to obtain approval of a court through a "cy pres petition" to deviate from those purposes. Obtaining that authority may prove difficult as it would require a finding that it has become impossible or impracticable to use the land for those purposes, but if this is something that you would like to discuss in greater detail, please advise.

Please let me know if you have any questions or if I may be of further assistance.

Thank you,

Carolyn M. Murray, Esq.

KP | LAW

101 Arch Street, 12th Floor

Boston, MA 02110

O: (617) 654 1726

F: (617) 654 1735

C: (617) 257 9581

[cmurray@k-plaw.com](mailto:cmurray@k-plaw.com)

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DRAFT

**Wellfleet Board of Selectmen**

**Minutes of February 3, 2017**

**SITE VISTS conducted from 2 -2:30 PM:**

**Old Council on Aging and Former Shellfish Department Buildings.**

**Present :** Board members Berta Bruinooge, Jerry Houk, Dennis Murphy, Helen Miranda Wilson; Town Administrator Dan Hoort; DPW employees Chris Parker and Assistant Director Paul Lindburgh; Building Needs and Assessment Committee Chair Harry Terkanian ; Lifeguards Hannu Pechukas and Kenneth Lloyd; Tom Flynn.

**Regrets:** Janet Reinhart

At the old COA:

Paul Lindburgh noted that the septic system had failed because the D box is full of roots and the boiler had been damaged beyond repair. It was observed that the sills are rotted in numerous places as are various parts of the structure and that here and there, the structure is open to the outdoors. There was much evidence of animals having occupied the space.

The roof looks in bad shape from the outside but there was no superficial, internal evidence of leaking. The full basement/foundation looks dry and in good condition.

At the former Shellfish Department Building:

Dennis Murphy noted that the roof lines, trim and sides of the building at least appeared to be structurally sound. The inside was in a state of extreme and depressing disrepair.

Various possibilities were mentioned, including demolishing the building, moving it, selling it and having it moved, and repurposing it.

Information about code compliance relating to reconstruction or renovation was provided by Terkanian and Hoort at both sites. In addition, the Board had received copies of two internal memos (January 20, 2017 and January 27, 2017) from the Building Needs and Assessment Committee the day before with more historic and physical details, as well as recommendations for the use of both structures.

The Board and the Town Administrator agreed to aim for discussing the future of these buildings at the February 28 meeting.

Respectfully submitted,

Helen Miranda Wilson

LEONARD KOPPELMAN  
DONALD S. PAIGE  
ELIZABETH A. LANE  
JOYCE FRANK  
JOHN W. GORDIO  
BARBARA J. SAINT ANDRE  
JOEL S. BARG  
EVERETT J. HARDEN  
JOSEPH L. TEGAN, JR.  
ANNE-MARIE M. MYLAND  
THERESA M. DOWDY  
CEBORAH A. ELIASON  
RICHARD BOWEN  
DAVID J. DONESKI  
JUDITH C. BUTLER  
ILANA M. GUIRK  
KATHLEEN E. CONNOLLY  
DAVID C. JENKINS  
MARK R. REICH

EDWARD M. REILLY  
DIRECTOR WESTERN OFFICE

WILLIAM HEWIG III  
JEANNE S. MCKINNEY

## KOPPELMAN AND PAIGE, P. C.

ATTORNEYS AT LAW

31 ST. JAMES AVENUE

BOSTON, MASSACHUSETTS 02118-5102

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FAX (617) 654-1739

PITTSFIELD OFFICE

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(800) 752-0202

KATHLEEN M. O'DONNELL  
SANDRA M. CHARTON  
PATRICIA A. CANTOR  
THOMAS R. LANE, JR.  
BRIAN W. RILEY  
TERRY L. GIORGIO  
DARRIN R. KLEIN  
THOMAS W. MCENANEY  
NATHAN M. SILVERSTEIN  
KATY ARINE I. GOREE  
GEORGE X. RUCCI  
LAUREN M. GOLDBERG  
JAMES R. TALKERMAN  
MICHAEL E. RANDAZZO  
DANIEL J. CORBO  
LISA C. ADAMS  
ELIZABETH R. CORBO  
DANIEL G. MILL  
VICKI S. MARSH  
JOHN J. GOLDBERG  
SHIRIN EVERETT  
TAYLA D. TREVIGIAN  
BRIAN E. GLENNON, II  
JONATHAN D. EICHMAN  
MICHAEL C. GLEBA  
TODD A. FRAMPTON

April 16, 2002

BY FACSIMILE - (508) 349-0305

Hon. Michael S. Parlante and  
Members of the Board of Selectmen  
Weyfleet Town Hall  
300 Main Street  
Weyfleet, MA 02667

Re: Mayo Beach

Dear Members of the Board of Selectmen:

You have requested an opinion on whether the Town's use of the former bathhouse on Mayo Beach as office space for the Shellfish Department violates the restrictions imposed in the deed to the Town and/or the terms of a certain Town Meeting Article passed in 1948. You have provided us with a copy of the Deed from Lorenzo D. Baker and Joshua B. Baker as Trustees of the Captain L.D. Baker Estate to the Town dated April 4, 1931 and recorded with Barnstable County Registry of Deeds in Book 549, Page 121 ("Baker Deed"). You have also provided us with a copy of Article 35 of the Annual Town Meeting held in 1948 which Article authorized the construction of a bathhouse, toilet facilities and recreational area at Mayo's Beach.

In my opinion, the language in the Baker Deed created a public charitable trust in the land known as Mayo Beach and as such, the restriction limiting use to a "public Town Park for bathing and other recreational uses and for no other purpose" is still in force and effect notwithstanding the passage of time. The Baker Deed created a restriction on use which established a public charitable trust and as such this restriction is not subject to the limitations established under G.L. c. 184 §23.

G.L. c. 184 §23 establishes a statute of limitations for actions to enforce deed restrictions. Any restriction imposed before January 1, 1962 expires after fifty years, unless brought forward by the recording of a notice of extension. This notice extends the enforceability of the restriction for an additional twenty year period. There are, however, exceptions to this statutory expiration

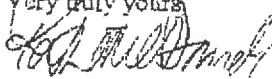
Hon. Michael S. Parlante and  
Members of the Board of Selectmen  
April 16, 2002  
Page 2

date. Restrictions imposed for conservation, historic preservation, agriculture, watershed protection and affordable housing are not subject to the fifty year limit.

In addition to these specific types of restrictions that establish a public benefit, a deed restriction may create a public charitable trust. To make the determination as to whether or not a certain condition in a deed creates a public charitable trust, one must look to the language of the deed itself. In Dumphy v. Commonwealth 368 Mass. 376 (1975), the Court established a test for determining whether or not a public charitable trust has been created. If title to the land remains with the municipality, and the grantor made no provision for a right of entry or reverter if the property ceased to be used for the public purpose recited in the deed, the Court held that the grantor's faith that the land will continue to be used for public purposes, and the municipality's acceptance of that public purpose, created a contract between the grantor and the grantee which remains enforceable in perpetuity. If the deed contains language giving the former owner the right to re-enter or the title reverts automatically upon the violation of a condition, the deed did not create public charitable trust. "The creation of a possibility of reverter is inconsistent with the intent to create a public trust in perpetuity" Opinion of the Justices 369 Mass. 979 (1976). The language in the Baker Deed, in my opinion, satisfies the Dumphy test and therefore created a perpetual restriction.

You have asked for our opinion on whether the Town's use of the bathhouse constructed pursuant to Article 33 of the 1948 Town Meeting "violates" the purposes of that Article. Article 33 of the 1948 Town Meeting authorized the construction of a bathhouse, toilet facilities and recreational area on Mayo's Beach. I assume that the understanding of Town Meeting was that the facility would be used by members of the public in conjunction with use of the beach. As such, the building would be considered a recreational facility under the custody of Board of Selectmen. In my further opinion, exclusive use of the building by the Shellfish Department as office space does not constitute "recreational use" and is therefore prohibited by the terms of the Baker Deed.

If you have any further questions regarding this matter, please do not hesitate to contact me.

Very truly yours,  
  
Kathleen M. O'Donnell

KO'D/

133555/Well/0001





## TOWN OF WELFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667

Tel (508) 349-0300

Fax (508) 349-0305

www.wellfleetma.org

To: Dan Hoort, Town Administrator  
From: Harry Sarkis Terkanian, Chair, Building and Needs Assessment Committee  
Subject: Committee Recommendations on the Shellfish Building, Old COA Building and South Wellfleet Fire Station  
Date: January 27, 2017  
CC: Committee Members, Mark Vincent, DPW Director

---

The following is an abstract of the draft minutes of the Committee meeting on January 25, 2017 regarding the above three buildings including the Committee recommendations. Also attached is a January 20, 2017 memorandum which provided background information for the Committee.

If you place this on a Board of Selectmen agenda, please let me know so that I can insure that the Committee is represented at the meeting.

1. Shellfish Building. The Committee reviewed a memorandum dated January 20, 2017 by Mr. Terkanian summarizing the information available to him about the condition of the three buildings on the agenda. Mr. Guilderson noted that in 2010 the Committee with the assistance of their building inspector Paul Murphy had reviewed the condition of the building and recommended its removal. After discussion it was moved by Mr. Donoghue, seconded by Mr. Horowitz and voted 4 – 0 to: “Recommend that the Shellfish Building be demolished, septic system be removed, water service capped, utilities removed and the site restored.”
2. Old Council on Aging Building. The Committee reviewed condition of the building based on the memorandum and information presented by the DPW. The building has been unoccupied for approximately ten years and is open to the weather. The DPW is of the opinion that the foundation is in good condition but the structure itself is not salvageable. It was noted that a manufactured building could be placed on the foundation at less cost than a building constructed on site. The building is secured, but the presence of an unoccupied building across the street from the Elementary School was of concern to Committee members. Possible use of the committee discussed included office space for the Recreation Committee, Water Department and/or Health and Conservation, additional meeting space, beach sticker sales and use of the basement for records archive (with appropriate climate control). On motion by Mr. Horowitz, seconded by Mr. Donoghue, it was voted 4 – 0 to: “Recommend that the building be demolished and the foundation capped pending a plan to replace the structure once appropriate use of the space is determined.”
3. South Wellfleet Fire Station. The Committee reviewed the condition of the building on the memorandum and information from the DPW. The DPW has



## TOWN OF WELLFLEET

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

To: Building and Needs Assessment Committee  
From: Harry Sarkis Terkanian, Chair  
Subject: Shellfish Building, Old Council on Aging Building and South Wellfleet Fire Station  
Date: January 20, 2017  
CC: Mark Vincent, DPW Director and Paul Lindberg, Assistant DPW Director

---

The Board of Selectmen, through the Town Administrator, has requested recommendations from this committee on the use or disposition of the above three buildings. This memorandum is to brief the Committee on information I acquired as Town Administrator and also from a meeting and site visits with DPW Director Vincent and Assistant DPW Director Lindberg on January 20, 2017.

### Existing space needs.

Both Town Hall and the DPW Building are crowded. The Town Hall contains 11 offices, two meeting rooms a break room, copy/mail room, two vaults and restrooms. There are 16 full time employees and two part time employees in the building. Departments include: IT (1 part time staff), Accounting (3 staff), Assessing (2 staff), Clerk (2 staff), Treasurer (1 staff), Collector (1 staff), Recreation (2 staff), Water and Committee Staff (1 full time and 1 part time staff) and Administration (4 staff). The basement hearing room also doubles as file storage. Meeting space is at a premium. With the advent of early voting it has been difficult to provide space with sufficient privacy for those choosing to avail themselves of this opportunity (this problem has always existed with persons voting absentee ballots in person, but prior to early voting, numbers had been low.)

The DPW building is also crowded. There are four DPW staff, five staff in the health and conservation offices and the conference room is occupied by approximately 20 file cabinets and desks for two part time inspectors, an AmeriCorps volunteer and the Zoning Board and Board of Health secretary. There are seven storage bays at the rear of the DPW building; 3 are used by the DPW, the remaining four are divided between the Shellfish, Marina and Recreation departments. Parking at the DPW building is also at a premium.

Relieving the overcrowding in these two buildings could allow for improved operations.

### Shellfish Building, Kendrick Ave.

This building, originally a restroom/bath house, had in recent years been occupied by the Shellfish Department. The building is a one and one-half story 22 feet by 32 feet (704 square feet) building on a slab foundation. The building is carried as a capital asset valued by the assessors at \$82,500. Visually, the exterior and roof are in poor condition. The heating and septic systems are not functional. A December 2013 inspection

performed by Target Inspections revealed the presence of mold in significant levels. As a result the Shellfish Department office was moved to the beach sticker building at the Marina. While this move has improved the conditions under which the Shellfish Department operates, the beach sticker building has no central heat and, as a result, water is shut off during the winter leaving the occupants with no toilet facilities other than the public restrooms beyond the Harbormaster office. Heat is provided by electric space heaters. The Shellfish Building is located in a velocity (VE zone) flood zone. I understand from the DPW that the slab foundation is cracked and the septic system has failed. Given the low current assessed value of the building, it should be assumed that any repairs to the building will require full building code compliance including flood proofing. This will require raising the building (approximately eight feet) for it to be one foot above the elevation of the flood plain and will present issues for replacement of the septic system. The building was evaluated as part of an evaluation of the waterfront buildings by Turowski2 Architecture, Inc. The September 29, 2014 report is available on the town web site (See the Waterfront Needs and Building Assessment on the Projects page under the Reports and Documents section.) The architect's recommendation was "Remove the building from service/demolish." I have not physically inspected the building.

In April 13, 2014 and November 20, 2014 memoranda to the Selectmen I reported on the Shellfish Building as follows:

Waterfront Buildings. With a relocation of beach sticker sales to the Old COA renovation of the waterfront buildings would become more of a manageable project since only the Shellfish Department, Harbormaster offices and renovate restroom facilities would have to be considered. The existing Shellfish Building, which is in extremely poor condition, could be razed if deed restrictions permit.

#### **Old Council on Aging Building, Lawrence Road.**

The Old COA Building was originally a government surplus building moved to the site by Head Start under a lease of the site from the Town. The date of original construction is unknown. The building is a single story of 2080 square feet on poured concrete full basement. It is currently valued by the Town at \$91,700. The building was used by Head Start and was the original Council on Aging building. After the COA and Head Start vacated the building it was used by the Town as meeting space. A visual inspection on January 20, 2017 reveals a foundation in apparent good condition but the building structure is beyond repair and is open to the weather in places. Currently a limited portion of the basement is used as a storage area by the Harbormaster. There is a septic system and well on site and town water is available. In discussing the rehabilitation possibilities for the building, the DPW Director was of the opinion that everything above the foundation be removed and replaced by a manufactured building. If the existing 2,080 square feet provides insufficient space a slab foundation could be added adjacent to the existing foundation to support a larger structure.

Possible uses of the structure include relocation of the building health and conservation staff which would allow the recovery of the DPW conference room and provide office space for a relocated water department (the water system SCADA system terminates at the DPW building.) Additionally the basement could be used for archival document storage, the Recreation department could be relocated from Town Hall, or beach sticker sales could be relocated from the Marina. Relocating the Recreation Department to the Old COA and Water Department staff to the DPW building would free up two Town Hall

## Dan Hoort

---

**From:** Dan Hoort  
**Sent:** Friday, July 21, 2017 9:18 AM  
**To:** Justin Post  
**Subject:** RE: Old town building in V Zone

Thanks Justin,  
We may need you at a future Selectmen's meeting to answer any questions. I'll let you know.

Dan

**From:** Justin Post  
**Sent:** Thursday, July 20, 2017 6:29 PM  
**To:** Dan Hoort <Dan.Hoort@wellfleet-ma.gov>  
**Subject:** RE: Old town building in V Zone

Dan,

If the building appraisal came back as actually \$0 there are two options;

1. Demo existing and then build new building ground up to current building code and FEMA mandates.  
(If any engineer is willing to certify to structural remediation)
2. Lift existing sentimental structure and install a new FEMA compliant foundation which will be a substantial cost to save the structurally insufficient structure.

I would be happy to go to any meeting you need me to in order to discuss particulars Sir.

Justin

**From:** Dan Hoort  
**Sent:** Wednesday, July 19, 2017 12:10 PM  
**To:** Justin Post <[justin.post@wellfleet-ma.gov](mailto:justin.post@wellfleet-ma.gov)>  
**Cc:** Brian Carlson <[Brian.Carlson@wellfleet-ma.gov](mailto:Brian.Carlson@wellfleet-ma.gov)>  
**Subject:** FW: Old town building in V Zone

Hi Justin,  
I'm going to turn to you first. We have the old shellfish shack that is located on Kendrick Avenue next to the Mayo Beach parking lot. The Building Needs and Assessment Committee has recommended it be demolished. When that recommendation was brought forward to the Selectmen they wanted to see if there was a way to save it because it has some historic and sentimental value to the Town. Being aware of the 50% rule regarding renovations and bringing a property up to code I requested an appraisal so we could determine the value of the building itself and how much renovation we could actually do.

The appraisal came back and said the value of the building is \$0. It's worthless. What does that mean as far as renovations? I assume it means the entire building would have to be brought up to code. I'd also make the assumption

that if the building is worthless, ignoring the sentimental aspect, the town would be better off building a new building if they were going to do anything.

Any other thoughts?

Dan



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
April 10, 2018

# IV

### Business – G. Town Fees

<b>REQUESTED BY:</b>	<b>BOS</b>
<b>DESIRED ACTION:</b>	<b>Review Town Fees</b>
<b>PROPOSED MOTION:</b>	<b>N/A</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):  
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____





# TOWN OF WELLFLEET

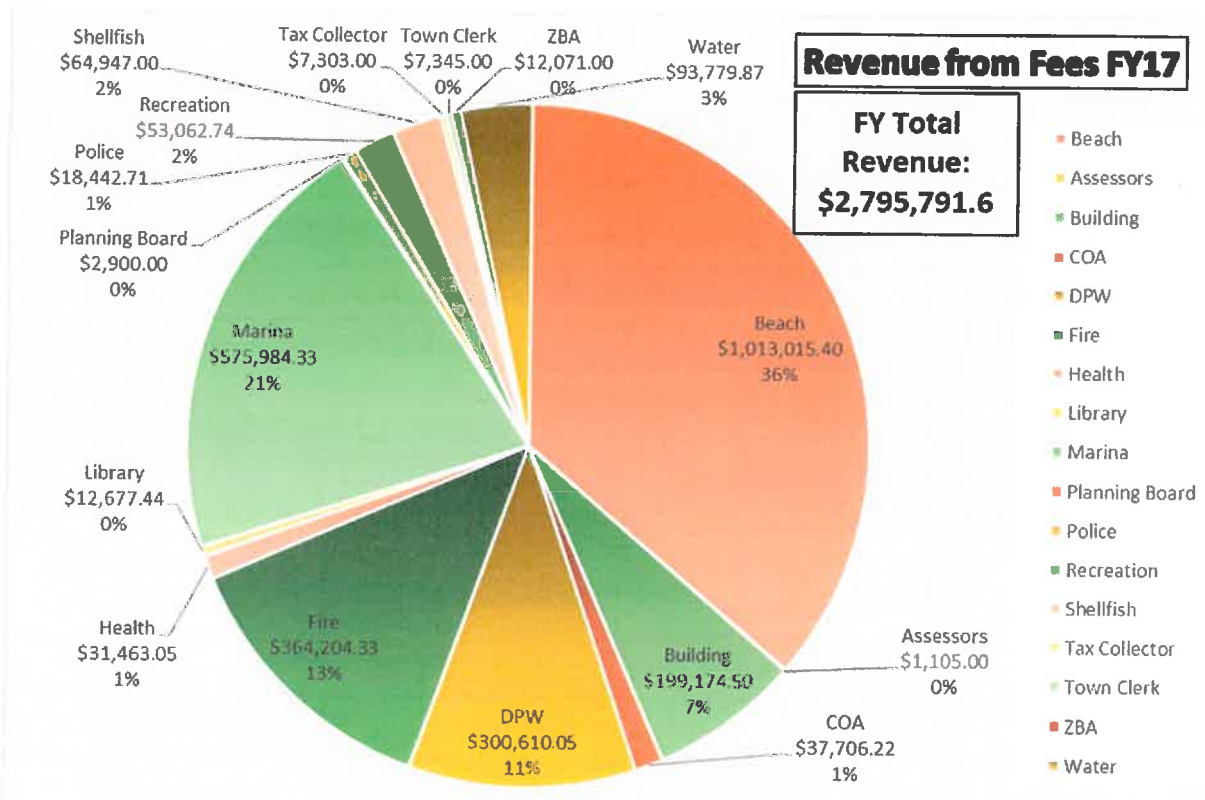
300 MAIN STREET WELLFLEET MASSACHUSETTS 02667  
Tel (508) 349-0300 Fax (508) 349-0305  
[www.wellfleetma.org](http://www.wellfleetma.org)

## MEMORANDUM

**TO:** BOARD OF SELECTMEN  
**FROM:** TOWN ADMINISTRATOR  
**SUBJECT:** REVIEW OF TOWN FEES  
**DATE:** 4/6/2018  
**CC:** TOWN ADMINISTRATOR

The following is an accounting of the current fees and revenue for the various departments. If you see any mis-information, please email me. Below is a pie chart showing the revenue centers for FY17.

The Board of Selectmen will be discussing possible fee increases at their meeting on April 10, 2018.



ADMINISTRATION	Current 11/2017
Business License Filing Fee	\$50
Use of Town Property Filing Fee	\$50
Noise Bylaw Waiver	\$50

Registration	\$25
Taxi Cab	\$75
Taxi Operator/Driver	\$50
Auctioneers - year	\$40
Auctioneers - day	\$35
Automatic Amusement	\$30
Junk Collector	\$50
Entertainment - One Day	\$50
Entertainment - Sunday	\$50
Entertainment - Weekday	\$75
General Retail	\$75
Common Victualler	\$100
Innholder	\$100
Class II	\$125
Class IV	\$75
Flea Market	\$550
Charter Boat Booth	\$100
Liquor License Filing Fee	\$50
Annual - All Alcohol Restaurant	\$1,500
Annual - All Alcohol Package Store	\$1,500
Annual - Beer & Wine Restaurant	\$1,375
Annual - Beer & Wine Package Store	\$1,375
Seasonal - All Alcohol Restaurant	\$1,600
Seasonal - All Alcohol Innholder	\$1,600
Seasonal - All Alcohol Package Store	\$1,600
Seasonal - Beer & Wine Restaurant	\$1,450
Seasonal - Beer & Wine Package Store	\$1,450
Seasonal License Extension	\$125
One Day Beer & Wine	\$100
One Day All Alcohol	\$150

ASSESSOR	Current 11/2017
BOH, CONS, LIQ, Abutters List	\$15
ZBA Abutters list	\$35

BEACH	Current 11/2017
<b>Visitor Stickers</b>	
Three Day	\$55
One Week	\$90
Two Week	\$170
Seasonal	\$300
<b>Resident/Taxpayer Stickers</b>	



Resident/Taxpayer Beach	\$25
Combination Beach/Transfer 1st Vehicle*	\$50
Combination Beach/Transfer 2nd Vehicle*	\$35
First Vehicle Transfer Station*	\$25
Second Vehicle Transfer Station*	\$10
Third Vehicle Transfer Station*	\$35
Third Vehicle Combination Beach/Transfer sticker*	\$60
Beach Fire Permit	NA
<b>*Requires BOH approval</b>	

COA	Current 11/2017
Refundable Deposit	\$160
Building Use Fee (day)	
Great Pond (entire room)	\$310
Long Pond (1/2 big room with kitchen)	\$235
Duck (1/2 big room - no kitchen)	\$235
Health Room	\$185
Conference Room	\$185
Building Use Fee (hour-up to 4 hours)	
Great Pond (entire room-per hour)	\$55
Long Pond (1/2 big room with kitchen-per hour)	\$55
Duck (1/2 big room no kitchen-per hour)	\$55
Health Room (per hour)	\$35
Conference Room (per hour)	\$35
Building Monitor	\$35
Lost or Missing Key	\$55
Refundable Deposit	\$160

<b>BUILDING</b>	<b>Current 11/2017</b>
<b>RESIDENTIAL BUILDING FEES</b>	
New Construction (new structures & additions)	.65 per sq ft or \$55. minimum
Existing Structures (alterations & repairs)	.55 per sf or \$55. minimum
New & Existing Unconditioned Space, Porch	.40 per sf or 55. minimum
Decks	.25 per sf or 55. minimum
Garage, Barn, Accessory, Shed over 120 sf	.25 per sf or 55. minimum
Accessory, Shed 120 sf and under	\$55.00
Window/Door replacement, re-roofing, re-siding	55. +1% of construction
Chimney, Wood Stove, Fireplace	\$55.00
Fire Sprinkler	\$55.00
Pool - above ground	\$115.00
Pool - in ground	\$115.00 plus .25 per sf
Solar Panel	55. + 1% of construction value
Wind Generation	55. + 1% of construction value
Signs	50. + .25 per sf over 24 sf
Mechanical/Duct Work/Exhaust Hood	\$55.00
Retaining Wall, Foundation Wall, Trench	\$55.00
Awning, Tent, Temporary Construction Trailer	\$55.00
Demolition 300 sf and under	\$60.00
Demolition 301 sf and over	\$115.00
Moving Structures	.25 per sf or 55. minimum
Dock, Float, Pier	115. + 1.25 per sf
Certificate of Occupancy - each unit	\$55.00
Re-Inspection	\$55.00
Emergency, Off Hour, Weekend Inspection	\$115.00
<b>COMMERCIAL BUILDING FEES</b>	
New Construction (new structures & additions)	.65 per sf or 55 minimum
Existing Structures (alterations & repairs)	.55 per sf or 55. minimum
New & Existing Unconditioned Space, Porch	.40 per sf or 55. minimum
Decks	.25 per sf or 55. minimum
Garage, Barn, Accessory, Shed over 120 sf	.25 per sf or 55. minimum
Accessory, Shed 120 sf and under	\$75.00
Window/Door replacement, re-roofing, re-siding	.55 + 1% of construction costs

Chimney, Wood Stove, Fireplace	\$55.00
Fire Sprinkler	\$55.00
Pool - above ground	\$125.00
Pool - in ground	150 + .25 per sf
Solar Panel	55. + 1% of construction costs
Wind Generation	55. + 1% of construction costs
Cell Tower	250.+ .25 per linear foot
Signs	125 + .25 per sf over sf
Mechanical/Duct Work/Exhaust Hood	55. + 1% of construction costs
Retaining Wall, Foundation Wall, Trench	55. + 1% of construction costs
Awning, Tent, Temporary Construction Trailer	\$55.00
Demolition 300 sf and under	\$60.00
Demolition 301 sf and over	\$110.00
Moving Structures	.25 per sf or 55. minimum
Dock, Float, Pier	225. + 1.25 per sf
Certificate of Occupancy - each unit	\$55.00
Certificate of Occupancy - Hotels/Motels	55. + 5.00 per room
Re-Inspection	\$55.00
Emergency, Off Hour, Weekend Inspection	\$125.00
Commercial Annual Inspection	\$50.00
<b>ELECTRICAL/WIRING PERMIT FEES</b>	
Residential & Commercial	\$60.00
New & Temporary Service	\$60.00
Re-Inspection	\$50.00
Extra Inspection	\$50.00
Emergency, Off Hour, Weekend Inspection	\$100.00
All solar installations require 2 inspections	\$60.00 each

<b>PLUMBING PERMIT FEES</b>	
Residential & Commercial	\$60. plus \$10. per fixture
Re-Inspection	\$50.00
Emergency, Off Hour, Weekend Inspection	\$100.00
<b>GAS PERMIT FEES</b>	
Residential & Commercial	\$60. plus \$10. per fixture
Re-Inspection	\$50.00
Emergency, Off Hour, Weekend Inspection	\$100.00
<b>ZBA APPLICATION FEES</b>	
Change in Use Only (no construction)	\$85.00
Affordable Accessory Dwelling Unit	\$85.00
Residential Change in Use	\$85.00
Commercial/Business Change in Use	\$195.00
Construction of any sort:	
\$0 - \$1,000	\$90.00
\$1,001 - \$10,000	\$145.00
\$10,001 - \$50,000	\$195.00
\$50,001 - \$100,000	\$295.00
\$100,001 - \$250,000	\$395.00
\$250,001 - \$500,000	\$595.00
\$500,001 - \$1,000,000	\$1,045.00

<b>SHELLFISH</b>	<b>Current 11/2017</b>
Recreational	
Resident	\$60.00
Senior Resident	\$20.00
Seasonal Resident	\$40.00
Non Resident	\$210.00
Seasonal Non Resident	\$85.00
Commercial	
Adult	\$310.00
Junior	\$110.00
Senior	\$60.00
Replacement Fee	\$10.00
Eel Permit	\$3.00
Filing Fee (per grant,transfer)	\$5.00
Grant Fee (per acre or portion)	\$25.00

<b>TOWN CLERK</b>	<b>Current 11/2017</b>
Marriage License	\$50
Burial Permit	\$10
Professional Registration	\$50
Voter/Resident Extracts (resident)	\$10
Voter/Resident Extracts (non)	\$15
Street Listing/Resident Book (resident)	\$15
Street Listing/Resident Book (non)	\$25
Vital Records Correction (non-clerical)	\$25
Entering Amendment/illegitimate/legitimized	\$25
Entering Delayed Record of Birth	\$25
Certificate of Marriage/married outside Commonwealth	\$20
Abstract Copy or Record of Birth	
Abstract Copy or Record of Marriage	
Abstract Copy or Record of Death	
Document Certification (True Copy Attest - First Page)	\$10
Document Certification (each subsequent page)	\$2
Pole Locations, etc	\$50
Written Instrument or Declaration of Trust	\$25
Certified Vital Records	\$15
Certified Copy of Business Certificate	\$10
Raffle Permit (local)	\$10
Raffle Permit (out of town)	\$15
Flammable Storage Permit	\$25
Dog License (spayed/neutered)	\$10
Dog License (intact)	\$15
Personal Kennel License (4-5 dogs)	\$100
Personal Kennel License (6-10 dogs)	\$125
Personal Kennel License (>10 dogs)	\$150
Replacement Dog Tag	\$5
Commercial Boarding or Training Kennel	\$300
Commercial Breeder Kennel	\$300
Veterinary Kennel	\$150
Dog License Late Fee	\$50

<b>DPW</b>	<b>Current 11/2017</b>
Residential Waste Disposal - 1st vehicle	\$25
- 2nd vehicle	\$10
- 3rd vehicle	\$35
Pay As You Throw Bags	
Large 33 gal Rolls of 5	\$7
Medium 15 gal Rolls of 5	\$5
Small 8 gal Rolls of 5	\$2
User Fee for non-PAYT Bags	\$5
Construction & Demo Waste/per ton	\$270
Commercial Waste - up to & including one ton	\$65
- trucks over one ton	\$95
Fee per ton for Commercial Waste using PAYT bags	\$0
Fee per ton for Commercial Waste not in PAYT bags	\$80
Appliances	\$10
Bulk metal, auto parts, motors & engines per ton	\$40
Carpets	\$10
50 gallon drums	\$5
Mattresses & Box springs - each	\$20
Petroleum tanks, 300 gal	\$30
Propane tanks - 20lb cap.	\$3
- more than 20lb cap.	\$20
Sofas & Chairs	\$10
Sleeper Sofa	\$20
Televisions & computer monitors	\$10
Tires (car only) each	\$2
Pick Up Truck Tires	\$5
Water Tanks	\$5
Toilets	\$5
Fire Extinguishers	\$6
Other Bulky Items	\$10

<b>FIRE</b>	<b>Current 11/2017</b>
Smoke & CO Alarm (single family)	\$45
Smoke & CO Alarm (multi family-per unit)	\$45
Fire Alarm System Type 1 (per dwelling)	\$160
Fire Alarm System Type 2 (per dwelling)	\$110
Annual Fire Alarm Testing Certificate	\$45
Above/Below Ground Fuel Storage >660 gallons	\$310
Black Powder Permit	\$45
Smokeless Powder Permit	\$45
Blasting Permit (per day/site)	\$45
Cannon/Mortar Firing (per day/site)	\$45
Underground Tank Removal (per tank)	\$85
LPG Comp Gas; Propane (tank < 2000 gallons)	\$45

LPG Comp Gas; Propane (tank > 2000 gallons)	\$85
Oil Burner (per burner)	\$45
Fuel Oil (up to 660 gallons storage per tank)	\$45
Fix Chemical Gas Existing System (per system)	\$45
Sprinkler System (per system, less than 21 heads)	\$45
Sprinkler System (per system, 21-50 heads)	\$85
Sprinkler System (per system, 51 or more heads)	\$160
Standpipe System (per system)	\$45
Flammable Storage (per site)	\$45
Flammable Decorations Certificate (per sample)	\$45
Tank Truck Inspection (per truck)	\$45
Re-Inspection Fee (per inspection)	\$45
Copy of Reports	
Public Records Search (1 hour minimum)	
Fireworks Display (per day, display)	\$85
Theatrical Special Effects (per day, display)	\$85
Brush Burning Annual Permit (1/15 - 5/1)	\$25
Smoke & CO Alarm (property transfer, per dwelling)	\$45
Open Air Fires other than Brush Burning	\$45
Waste Oil Tanks (per tank)	\$45
Miscellaneous Inspection (per inspection)	\$45
Miscellaneous Permit	\$45
Self Service Gas Station Plan (per site)	\$160
Work Performed Without Permit (double permit fee) +	
Permit Replacement Fee (no photo)	\$20
Dumpster or Rubbish Container > 6 cubic yards	\$35
Double Wall Oil Tank Waiver Permit	\$110

<b>LIBRARY</b>	<b>Current 11/2017</b>
Meeting Room Rental	\$75.00
Overdue Fines - Book, per day	\$0.10
- Video/DVD, per day	\$1.00
Photocopy & Printouts, per page	\$0.10
double-sided	\$0.15
color	\$0.30
11x17 single	\$ .20
11x17 double	\$ .30
Fax - Send, per page	\$1.00
- Received, per page	\$1.00

<b>HEALTH/CONS DEPARTMENT</b>	<b>Current 11/2017</b>
Commercial Septic Const. Permit - New Construction	\$150
- Varianced	\$250
- Upgrade	\$100
- Simple Repair	\$75
Residential Septic Const. Permit - New Construction	\$125
- Varianced	\$200
- Upgrade	\$75
- Simple Repair	\$50
Re-Inspection	\$50
Well Construction/Replacement Permit	\$50
Soil Evaluation (Perc Test)	\$100
Housing Inspection - Per unit	\$60
Food Service Permit (0 - 50 seats)	\$100
(51 -100 seats)	\$150
(Over 100 seats)	\$200
Temporary Food Permit - per calendar day	\$50
Frozen Dessert Manufacturer	\$50
Mobil Food Service Vendor (Prepared Foods)	\$100
Mobil Food Service Vendor (Packaged Foods)	\$75
Retail Food	\$100
Retail Food/Food Service Establishment	\$150
Camps, Cabin Motel	\$50
Septic Installers	\$100
Septage Haulers	\$100
Refuse Haulers	\$100
Commercial Refuse Haulers	\$95
Recreational Camp for Children	\$50
Commercial Pool Permit	\$100
Residential Pool Installation Permit	\$50
Tobacco	\$100
Funeral Director	\$100
Animal Permit, Per animal or per 3 fowl	\$3
Stable Permit	\$25
Tanning Facility	\$200
Body Art Establishment	\$600
Body Art Practitioner - per person	\$400
Notice of Intent	\$100
Request for Determination of Applicability	\$30
Coastal Engineered Structure, per linear foot	\$2.00/linear ft.
Docks, per linear foot	\$2.00/linear ft.
Certificate of Compliance	\$15
Amended Order of Conditions	\$50
After the Fact Filing	\$1000.00
Reissuance of Orders of Conditions, Certificates of Compliance, Extensions of Orders of Conditions	\$20.00



Continuance after Two Hearings	\$5.00/additional hearing
Jurisdictional Opinion	\$15.00

MARINA		Current 11/2017
DESCRIPTION	TAXPAYER	NON-TAXPAYER
Concrete floats		
A	\$1,672.00	\$2,295.00
B	\$1,839.00	\$2,463.00
C	\$1,672.00	\$2,295.00
D	\$2,006.00	\$2,631.00
E	\$2,173.00	\$2,790.00
Outboard slips	\$1,184.00	\$1,672.00
Skiff tie up	\$350.00	\$450.00
Finger pier/south bulkhead	\$2,006.00	\$2,631.00
L-pier/mosquito dock commercial	\$40/ft	\$50/ft
Ace mooring tags	\$219.00	\$263.00
Waterways mooring tags	\$72.00	\$98.00
Dinghy tie up	\$328.00	\$328.00
Transient dockage	55./NIGHT + 2./FT>30'	
	\$2/night or \$11/week	for electricity
Transient mooring	39.00/DAY + \$2./FT>30FT	
Off season dockage	\$22.00/NT \$131/WK	
Off season mooring	\$6.00/NT \$33/WK	
F/v, floats & rafts dockage	\$40/Night	\$40/Night
Daily launch ramp fee	\$10.00/DAY	
Seasonal launch ramp fee	\$200.00/SEASON	
Commercial launch (seasonal)	\$820.00/Commercial Operation	
Slip waiting list	\$11.00	
Mooring waiting list	\$11.00	
Overnight / event parking	\$20.00 /Overnight/Event Parking	\$1,500.00/SEASONAL
F/v unloading	\$55.00	
Off season (comm f/v>25')	\$250.00	
Off season (comm f/v<25')	\$150.00	
Winter storage	\$1,500.00	
Escrow	\$1,500.00	

<b>POLICE</b>	Current 11/2017
License to Carry	\$100.00
BB Gun Permit to a minor	\$0.00
Beach Party Permit	\$0.00
Yard Sale Permit	\$0.00
False Alarm Fee, within 12 months - less than 4	\$0.00
4th false alarm	\$50.00
each offense after, increases by...	\$25.00
Private Duty	10%
Report Request	\$5.00

<b>RECREATION</b>	Current 11/2017
Bakers Field Morning Recreation	
Resident Registration - First Child	\$100.00
Each Additional Sibling	\$55.00
Non-Resident Registration - First Child	\$200.00
Each Additional Sibling	\$100.00
Extended Recreation 12-3PM Program	
7 weeks	\$220.00
Per week	\$60.00
Per day	\$25.00
Gull Pond Swimming Program	
Resident Registration - First Child	\$100.00
Each Additional Sibling	\$55.00
Non-Resident Fee - per week	\$225.00
Non-Resident Sibling	\$100.00
Weekly Rate	\$75.00
8-9 AM lessons for Morning Rec. participants	\$15.00
Wellfleet Road Race July	
Adult 5 Mile – Pre-Registration	\$25.00
Adult Day of Race Registration	\$30.00
Children's 1.2 Mile Fun Run Pre-Registration	\$20.00
Children's Day of Race Registration	\$25.00
Oyster Fest Road Race October	
Adult 5K Mile Race Pre-Reg	\$25.00
Adult 5 Mile Race	\$30.00
Tennis Court Fees	
- Singles, per hour	\$12.00
- Doubles	\$15.00
Billingsgate Basketball Fees	
5/6 Grade Teams (per team)	\$120.00
Adult Teams (per team)	\$225.00
Off-Season Sports Programs	
Per child, per sport	\$15.00
(Soccer, Basketball, Baseball/Softball)	

<b>TOWN COLLECTOR</b>	Current 11/2017
Unimproved Land greater than one acre	\$50.00
Residence of four or more families	\$100.00
Commercial, industrial or public utility structure	\$150.00
Municipal liens - all other properties*	\$25.00
<b>*Subject to Statute</b>	

<b>PLANNING BOARD</b>	Current 11/2017
Approval Not Required (ANR)	\$275.00
Preliminary Subdivision	\$275.00
Definitive Subdivision	\$300.00
Covenant/Bond Release	\$100.00
Subdivision Modification/Rescission	\$125.00
Road Name Change	\$200.00
Road Inspection Fee	\$400.00
Lot Release	\$100.00
Site Plan Review	\$250.00
Special Permit	\$200.00

<b>ZONING BOARD</b>	Current 11/2017
Change in Use only	\$85
Amendment to active Special Permit	\$90
Affordable Accessory Dwelling Unit	\$85
Residential change in use	\$85
Request for Extension to Special Permit	\$95
Commercial/Business Change in Use	\$195
Appeal as Person Aggrieved	\$95
Construction of any sort:	
\$0-\$1,000	\$90
\$1,001-\$10,000	\$145
\$10,001-\$50,000	\$195
\$50,001-\$100,000	\$295
\$100,001-\$250,000	\$395
\$250,001-\$500,000	\$595
\$500,001-\$500,000	\$1,045
\$1,000,001-\$1,500,000	\$1,545
\$1,500,001 – and above	\$2,045

## Radu Luca

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**From:** Joseph Powers  
**Sent:** Monday, April 2, 2018 11:20 AM  
**To:** Dan Hoort  
**Cc:** Radu Luca  
**Subject:** RE: Town Fees

Just a reminder that the Town Clerk's fee schedule is part of the General By-laws so any effort to change them requires a town meeting article.

**Joseph F. Powers, MMC/CMMC**

**Town Clerk**

Town of Wellfleet

300 Main Street

Wellfleet, MA 02667

**REGULAR OFFICE HOURS: Mon – Fri: 8am to Noon; 1pm to 4pm.**

Phone: (508) 349-0301

Fax: (508) 349-0317



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**From:** Dan Hoort  
**Sent:** Monday, April 02, 2018 9:28 AM  
**To:** Dept. Heads <DeptHeads@wellfleet-ma.gov>  
**Cc:** Radu Luca <Radu.Luca@wellfleet-ma.gov>  
**Subject:** Town Fees

The Selectmen will be looking at Town fees during their April 10<sup>th</sup> meeting. Please look at the attached list and make sure the fees in your area are current.

Thanks,  
Dan

**Daniel R. Hoort**  
**Town Administrator**  
**Town of Wellfleet**  
300 Main Street  
Wellfleet, MA 02667  
(508) 349-0300

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You're receiving this message because you're a member of the **Dept. Heads** group. If you don't want to receive any messages or events from this group, **stop following it in your inbox.**



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
April 10, 2018

V

### 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: April 6, 2018

This report is for the period March 24, 2018 through April 6, 2018.

1. General
  - 99% of time during this period is focused on 2018 Annual Town Meeting preparation.
  - ATM Motions are complete and have been sent to Town Counsel for review.
2. Fiscal Matters
  - None.
3. Meetings
  - March 27 – TA Compensation Task Force
  - March 27 – Board of Selectmen meeting
  - March 28 – Meeting Shellfish Dept and BOS Chair re: Shellfish Shack
  - March 29 – OCHS on Navigator Program
4. Complaints.
  - none
5. Miscellaneous.
  - Three responses received for Landfill Solar Array RFP
  - RFP for Cahoon Hollow parking lot has been posted.
  - Re-posting RFP for Baker Field restrooms
  - Short-term room occupancy bill has passed both House and Senate
6. Personnel Matters:
  - Appointment of Assistant Town Administrator on 04/10/18 BOS agenda

[illegible]



## BOARD OF SELECTMEN

### AGENDA ACTION REQUEST

April 10, 2018

# VII

## Correspondence & Vacancy Report

Date: April 5, 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		

### **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 (At least 11 Members)**

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

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

Vacant Positions	Appointing Authority	Length of Term
2 positions	Board of Selectmen	3 years



## BOARD OF SELECTMEN

### AGENDA ACTION REQUEST

April 10, 2018

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Requesting Appointment: No applications on file

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

Vacant Positions

Appointing Authority

Length of Term

1 BOS Rep

Board of Selectmen

BOS Term

Requesting Appointment: No applications on file

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

Vacant Positions

Appointing Authority

Length of Term

1 Position

Town Moderator

3 years

2 Alternate Positions

3 years

Requesting Appointment: No applications on file

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

Vacant Positions

Appointing Authority

Length of Term

1 Assistant Position

Board of Selectmen

3 years

Requesting Appointment: No applications on file

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

Vacant Positions

Appointing Authority

Length of Term

1 Community Position

Board of Selectmen

Requesting Appointment: No applications on file

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

Vacant Positions

Appointing Authority

Length of Term

1 Position

Board of Selectmen

3 years

Requesting Appointment: No applications on file

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

Vacant Positions

Appointing Authority

Length of Term

1 Position

Board of Selectmen

5 years

Requesting Appointment: No applications on file

#### **Recycling Committee (11 members)**

Vacant Positions

Appointing Authority

Length of Term

1 Position

Board of Selectmen

3 years

1 Position

Board of Selectmen

Requesting Appointment: No applications on file

#### **Shellfish Advisory Board (7 Members, 2 Alternates)**

Vacant Positions

Appointing Authority

Length of Term

1 Alternate Position

Board of Selectmen

3 years

Requesting Appointment: No applications on file





## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
April 10, 2018

# VIII

### Minutes – March 27, 2018

<b>REQUESTED BY:</b>	Executive Assistant
<b>DESIRED ACTION:</b>	Approval of meeting minutes from March 27, 2018
<b>PROPOSED MOTION:</b>	I move to approve the minutes of March 27, 2018 as amended.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

**DRAFT**  
**Wellfleet Board of Selectmen**  
**Minutes of the Meeting of March 27, 2018**  
**Wellfleet Senior Center, 6:00 p.m.**

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

**BOS Members Absent:** none.

Staff: Dan Hoort - Town Administrator, Radu Luca – Executive Assistant to the Town Administrator, Joseph Powers – Town Clerk

The meeting was called to order at 6:00 p.m. by Dennis Murphy.

Since a Public Hearing was scheduled for 7 pm, some agenda items were taken out of order and discussed in the beginning of the meeting. These were: Business items D, E, F, G, Town Administrator's Report, Topics for Future Discussion, Correspondence and Vacancy Report, Minutes.

**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.

Wilson said she was seeking reelection to the Board and reminded the audience about the April 12 Candidates' Nights and that there are five people seeking election / reelection.

Dan Hoort announced that the guidelines for slide presentations at the 2018 Town Meeting are on the Town's Website.

Chief Fisette said April is Autism Awareness Month and the Police Station would be lit in blue.

Amy Wolf said she thought there would be discussion on the dispensary at Old Wharf's Road on the agenda for tonight's meeting. Hoort said this issue might be addressed at the first meeting in May.

Wayne Clough asked if the BOS was going to address the White Crest Beach parking lot article in the Warrant.

Wilson said that ~~at the last meeting, the Board considered asking Atlantic Medicinal Partners to come back or to at least write them a letter may or may not come back, but they've been invited to come before the BOS~~ to see whether they would consider another location for their dispensary.

Houk said he thought the AMP topic would be addressed tonight as well, but it is not on the agenda for discussion.

**II. Public Hearing(s) – 7 pm**

**A. Shellfish Grant Renewal:**

Town of Wellfleet

1

BOS Agenda

Meeting materials are available on the Town of Wellfleet web site: <http://www.wellfleet-ma.gov>. Motions may be offered and votes may be taken by the Board on any agenda item except for Announcements & Public Comment

# DRAFT

The BOS reconvened at 7 pm for the public hearing.

Chair Murphy opened the public hearing at 7:00 pm.

Shellfish Constable Civetta asked the audience in the room to take a moment of silence for Carl Barrio who died today.

Civetta went through the applications for lease renewals one-by-one, as listed in the memo included in the BOS packet for the meeting. She addressed the applications that had been marked as reserved for recommendation in the BOS packet. In each case, she had met with the applicants and been able to arrive at a three-year plan with each of them so as to be able to recommend them for renewal.

Civetta stated that the Department was striving for accuracy in reporting from the growers. In Meeting with the renewal applicants, evidence of interest in the grant, effort on the grant, and a plan for the grant were reviewed. People who have non-contiguous grants will do separate reports for each location.

Bud Paine explained that has been involved in the fishing industry for several years and he hasn't been paying as much attention as he should to his grants but is now able to do more leases, now that he's not the primary care-taker for his father, which he has been, for last 8-10 years. Also, he is hoping to have a smooth transition from the family's owning and managing the Paines' campground.

Civetta said that she did not recommend the renewal of Tim Hughes and Rick Merrill and why: both lessees wish to give it up. It was clarified that the grant would be returned to the Town and would now be available for assignment through a lottery for qualifying applicants, under Section 7.2 of the Shellfishing Regulations. A vote not to renew would start the clock ticking on the 30-day window of opportunity to apply for it.

**I move to reject the license for renewal of #01-05 for Richard Merrill and Tim Hughes.**

**Motion: Wilson**

**Second: Bacon**

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

**I move to approve the following shellfish lease renewals:**

- **Andrew Jacob**
- **Robert, Nicole and Allison Paine**
- **Evan Bruinooge and Ian Holmes**
- **Richard Goldberg**
- **William Young, Jr**
- **Shea Murphy**
- **Robert Hussey**
- **Paul Bonanno**
- **Robert and Barbara Olson**
- **Joseph Gray and Rachel Finn**

## DRAFT

- Irving, Holly, Jake and Marshall Puffer.

•

**Motion: Bacon**

**Second: Reinhart**

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

Civetta asked the Board to address the application for a transfer from Irving, Holly, Jake and Marshall Puffer, to just Irving and Jake. It was not on the agenda. This was an oversight.

Murphy apologized.

Wilson asked that it be on the next agenda.

Civetta referred to the fact that each licensee has to pay \$25. per acre.

Chair Murphy closed the public hearing section at 7:15 pm.

### **III. Licenses**

#### **B. Common Victualler:**

##### **The Fox and Crow Café**

Trudy Vermehren presented the changes taking place at the venue to turn it into a coffee shop rather than a pizza operation. She's planning on staying open 6 am to 1 pm for the time being, on a seasonal basis, mid-May through Labor Day. The hours may be extended later in the season.

Bacon asked about the seating capacity. Trudy answered and said there are thirty-two seats inside and some outside. Trudy might reduce slightly the inside seating capacity.

Houk said Trudy and her staff have been working very hard and is happy to have a coffee shop open in the neighborhood.

**I move to approve the following common victualler business license for the Fox and Crow Café.**

**Motion: Wilson**

**Second: Reinhart**

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

##### **The Wellfleet Beachcomber**

Todd LeBart was present for the renewal of the business license. **The issue of who should provide enough portapotties for the location was raised.** Labart said the parking lot at Cahoon Hollow Beach might be put out for lease and he thinks that whoever wins the bid should provide the portapotties as well.

Suzanne Thomas said the recommendation for additional portapotties at the Beachcomber was put out in October 2017.

Wilson said we need to have an appropriate amount of portapotties at that location.

Hoort said the Town would not operate that location as a parking lot. **The Town would provide access to the beach, and life guards.** Thomas said there might be about 20-22 parking spaces available.

Houk said portapotties are not the issue before the BOS tonight and the board should proceed and vote on the common victualler business license approval.

**I move to approve the common victualler business license for the Wellfleet Beachcomber.**

**Motion: Reinhart    Second: Wilson**

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

Janet Drohan would like the BOS to consider the **condition** and health of the dune and if it's worth it, to lease out that portion of the parking lot.

### **C. Seasonal Liquor License Renewals:**

**I move to approve the following seasonal liquor license renewals:**

- **Wellfleet Beachcomber**
- **Winslow's Tavern**
- **The Lighthouse Restaurant**
- **Bocce's Italian Grill**
- **Wellfleet Motel & Lodge**
- **V.R.'s**
- **Maurice's Campground**
- **Wellfleet Marketplace**
- **Chequessett Yacht & Country Club**
- **Flying Fish Café**
- **Wellfleet Flea Market**
- **Catch of the Day**
- **Mac's Shack**
- **Pearl Restaurant**
- **Harbor Stage Company**
- **Bob's Sub n' Cone**
- **Ceraldi**
- **Chequessett Yacht & Country Club Boat House**
- **Liquor 'N More.**

**Motion: Houk**

**Second: Reinhart**

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

### **III. Appointments/Reappointments**

- **Police Department – Full-time Officer Jeremiah Valli (Chief Fisette)**

Chief Fisette presented eremiah Valli to the Board and recommended his appointment as a full-time police officer to the WPD.

**I move to approve Officer Jeremiah Valli as a full-time police officer to the Wellfleet Police Department.**

**Motion: Reinhart**

**Second: Bacon**

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

### **B. Cape Cod Commission – Roger Putnam**

Roger Putnam said it's been his pleasure to serve the Town on the Cape Cod Commission.

Wilson thanked Roger for his service on the Commission.

**I move to reappoint Roger Putnam as the Wellfleet Representative on the Cape Cod Commission.**

**Motion: Wilson**

**Second: Bacon**

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

**C. Cable Advisory Committee – Deborah Magee**

Tom Cole, as Chair of the COC, spoke in favor for Deborah Magee's appointment to the CAC.

Wilson said she's glad Deborah is volunteering to be on the CAC.

**I move to appoint Deborah Magee to the Cable Advisory Committee for a one-year term ending June 30, 2019.**

**Motion: Bacon**

**Second: Wilson**

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

**IV. Business**

**A. WPD Recommendation for 111-F Designation Status [Chief Fisette]**

**Chief Fisette stated that Donna Holway was injured in the line of duty and should be credited back for her sick days.**

**I move to approve the 111-F designation for Off. Donna Holway per the Police Chief's recommendation.**

**Motion: Wilson**

**Second: Bacon**

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

**B. Approval of the State's Department of Conservation and Recreation's request to exercise the power of eminent domain to acquire Paine's Campground, pursuant to G.L. c. 132 A §3A. [Shaun Provencher]**

Reinhart recused herself from acting. in her official capacity, on this agenda item, as required under MA GL c 268A, the Conflict of Interest Law, Section 88-01. As an elected official, she cannot act on this matter although acting on her own behalf, in her personal capacity, was allowable. She left the table to sit in the audience and did not choose to participate in any way.

**Provencher said that the possibility of the designation of this property had been discussed since 2012.**



Bacon said she's glad the bike trail would be completed at that site and asked about the tax on the assessed land value after the eminent domain takeover. Provencher responded and said that the Town, like any town where the State owns property, would receive "pilot payments", payments in lieu of taxes.

Wilson said that ~~it was good that there would be no change of use and that the campground would continue to serve as a place to rent in the area for vacationers who couldn't otherwise afford it, as well as for residents who rented out their homes in the summer to add to their income. especially that the use of the campground would be kept the same.~~

Provencher said the number of the sites would go down slightly for better maintenance purposes, that the rates would be comparable to other DCR campgrounds (~~about half that of privately -owned campgrounds~~), and that reservations could be made through ReserveAmerica.com.

**I move to approve the exercise of the power of eminent domain by the Commissioner of the Department of Conservation and Recreation, acting pursuant to and in accordance with Sections 3 and 3A of Chapter 132A of the General Laws, to acquire in fee a parcel of land located at 180 Old King's Highway in the Town of Wellfleet, containing twenty-seven and seven hundred and fifty-seven thousandths (27.757) acres, more or less, and shown on Exhibit A attached hereto.**

**Motion: Bacon**

**Second: Wilson**

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

**Reinhart recused herself from the vote.**

**Reinhart returns to the table.**

**C. Review of 2018 Annual Town Meeting Warrant articles and close the Warrant**

Hoort said article 44 was removed by the Planning Board.  
Article 47 is a petitioned ~~zoning bylaw~~ article.

**I move to reconsider the recommendation on Article 44.**

**Motion: Wilson**

**Second: Bacon**

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

**I move to not place Article 44 on the 2018 Town Meeting Warrant.**

**Motion: Wilson**

**Second: Reinhart**

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

**I move to place and reserve recommendation on articles 45, 46 and 47 on the 2018 Annual Town Meeting Warrant.**



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

Curt Felix recommended that the BOS place Article 47 before 45 and 46, because it is broader and includes the previous two articles. If it passes, the other two would be out of the picture. Denny O'Connell said that the Town Moderator had said that if articles are **different versions of the same thing**, he would allow discussion on all of them at the same time.

**I move to switch the order of articles 45 and 47.**

Denny O'Connell would like the order to be kept as is as per the recommendation from the Planning Board.

**Motion: Houk****Second: Reinhart****3-2-0. Motion carries.**

Chair Murphy asked the Board to revisit and reconsider Article 27 – White Crest Beach Parking Lot.

Bacon read Article 27 out loud.

**I move to reconsider Article 27****Motion: Houk****Second: Wilson****5-0-0. Motion carries.**

Houk doesn't know what kind of money we're talking about. actual price tag associated with this article and that down the road we'd have to think about having the DPW do a lot of this work. Let's make it simple. We need to think about this more, before we spend \$1,000,000. Bacon thinks we need to do more due-diligence with replacement parking, we don't know what we have out there at the four ocean beaches until DPW removes the sand from this winter. She hopes we can get through the summer season without too much difficulty. Bacon would like us to look at all available Town land and consider what would result in the greater good with regard to parking.

Murphy said the BOS voted to place and recommend the article at a previous meeting. Hoort clarified that the price tag of \$1.6 mil was **initially mentioned but** not included in the first version of the Warrant the BOS looked at, **because he** couldn't receive final confirmation of that number from Coastal Engineering **at that time**. Murphy said he believes that \$1.6 million was a lot of money, **that the amount seemed "puffy" and that it might make a problem when we went out to bid by setting a ceiling**. He reminded the Board that **after a vote by Town Meeting**, the Town had entered into a contract with Coastal Engineering on **December 6, 2016**, for \$48,000. **He thinks we don't have enough information to answer at least some of questions that have been asked, let alone further costs**. He read out loud the three tasks CE agreed to accomplish **in that contract**. We have reached Task Two: permitting plans with definitive plans (\$29,300.). This project started in 2013, but Murphy doesn't see the rush of moving forward before these three tasks have been accomplished. Wilson said that this information had changed her perspective. She thought we were further along in the three tasks and **even though it is dangerous out there on Ocean View Drive**, is willing to change her vote. Murphy **offered to work with**

Wilson also asked whether we would need to go out to bid to accept pro bono services that Murphy had offered to cover, to perform some of the work that needs to be done. Hoort responded and said no. Bacon asked if, after all three tasks have been accomplished, we could also look at other possible locations **for beach parking in town. the DPW to do some of the work, pro bono.** Murphy responded and said that the idea of **remote parking** had been researched before. We can foresee the Town having no beach parking and even Ocean View Drive, due to erosion. However, there is limited available acreage. Not to mention the distance from the beaches of other sites. Murphy thanked Hoort for his work on the article and project and Bacon commended Suzanne Grout Thomas for her work at Cahoon Hollow Beach parking lot.

**I move not to place Article 27 on the 2018 Town Meeting Warrant.**

**Motion: Reinhart                      Second: Houk                      5-0-0. Motion carries.**

Murphy said this vote doesn't mean we're not considering parking. We will consider parking in the future to address our needs.

Wilson asked the Board whether they would like to reconsider their vote on the articles pertaining to the Animal Control issues.

**I move to reconsider articles 36 and 37.**

**Motion: Wilson                      Second: Reinhart                      5-0-0. Motion carries.**

**I move to **consider and** recommend article 36.**

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

Wilson said the BOS received correspondence **from the Town Clerk** regarding the petitioned article number 37 and asked him to clarify the difference between the two. Powers explained the difference between the two and said that Article 36 passed at Town Meeting he would continue to license dogs, and if Article 37 passed he would then license other many animals besides dogs as well. The bylaw change the Town Clerk proposes provides a timeline in licensing. **He explained that the Ag recommends that if the Town objects to a petitioned article, that a "companion article" be offered. Also, the petitioned article runs the risk of being rejected by the AG because it goes far beyond the State's laws.** Houk asked whether Powers discussed article 36. Powers said he had not, but the least restrictive article would be addressed first. Wilson commended Powers for his work on this article, **particularly the time limit on having a dog licensed.** Curt Felix said the petitioned article has several restrictions associated with it and that it's meant to provide consistency in time frames **for the different parts of Town, creating a clear enforcement framework.** He also supported a more relaxed leash law. **Wilson the Shellfish Advisory Board had been asked by the Board of selectmen in years past to address this issue. They spent a lot of meetings researching how other Towns did and consulting with the Beach Department, the Park and the Police Department.** Felix also said the petitioned article 37 is more restrictive than other bylaws already in place in Truro and Provincetown. Houk

believes we ought to license cats because they could be more damaging than dogs when on the loose.

**I move not to recommend the petitioned article 37.**

**Motion: Wilson**

**Second: Bacon**

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

Reinhart said there should be consistent timings on all the water areas and that the petitioner and the Town Clerk should have talked about their articles prior to the meeting. Wilson said that we had issues before with people not picking up after their dogs the harbor and **after the SAB had worked on this issue, for about a year, having dogs allowed on the harbor was included in the Beach Regulations, impossible. Large fines could be imposed. But the enforcement was impossible.** It was easier to ban dogs altogether in the harbor area than to catch a dog in the act of defecating. **So it was changed back to no dogs around the harbor.** Felix said there's already a large amount of fecal matter in the harbor already, coming from a slew of wild animals. Bacon says she's a dog owner and has never seen any enforcement on owners who don't pick up after their dogs. Hoort said the Town is not required or allowed to amend a petitioned article and that's why the Town Clerk drafted a separate article. Reinhart asked whether the petitioner and the Town Clerk couldn't get together on Town Meeting floor and provide amendments to the petitioned article. Powers said Town Clerks, as per State Law, shall not respond to a citizen petition **with any drafting suggestions**, and that the only way to respond to a citizen petition **so as to correct it**, is through a companion article.

**Discussion of the petitioned article 26**

Curt Felix said that the \$150,000-dollar figure provided for the BWC Water Resources Director article is a ceiling for the overall costs associated with that department and not just a salary amount for that director position and that there's no capacity at Town Hall and in town to deal with waste water and a waste water strategy. Wilson said other committees like the Board of Health has the obligation to educate themselves to deal with these issues, but adding another employee is not the solution. Reinhart said that she is for the new position and thinks we need a qualified person in the job, but it should be defined better and have more information on the duties. We should address it in the future because water is very important to the town.

Wayne Clough said that the forum on the BWC position was informative and encourages the board and townspeople to watch it. Clough thanked the BOS for reconsidering and not placing Article 27.

Houk said that when we hired the Assistant DPW Director years ago, it was in his job description to get a license and address some of the water issues. Felix said that it's been outsourced to Whitewater. Felix said that there was no capacity for dealing with wastewater. Wilson said it was the obligation of the Board of Health to deal with such

matters and that she had been present when, in the past, that board had done that.  
 Reinhart said that she was in support of article

Murphy brought up a question asked by Janet Lowenstein about petitioned article 26, regarding the lot on which the old COA is located and whether it would have to be subdivided. Houk confirmed that if any part of the lot was used for housing, that the ball field would remain in place. The Board's vote not to recommend this article wasn't changed.

**I move to close the 2018 Annual Town Meeting Warrant.**

**Motion: Houk**

**Second: Reinhart**

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

#### **D. Pleasant Point Purchase and Sale**

**I move to approve the Pleasant Point Purchase and sale agreement.**

**Motion: Bacon**

**Second: Reinhart**

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

Hoort presented an update on this project and agreement. There is a bulkhead in question that the Town has not been maintaining and the abutters would like to purchase the bulkhead from the Town and maintain in. The Town received a bid from the current abutters, the only bid, and the price is \$22,000, which includes the land behind the bulkhead as well.

Wilson had read the purchase and sale agreement. Town counsel had vetted it. The public will continue to have access to the beach at the foot of the scarp/revetment. is covered and the public will have access to it.

Bacon asked when the party purchasing the bulkhead would make the restoration. Hoort said as soon as possible.

#### **E. Herring River Restoration Project-Extension Agreement – DRI Public Hearing Period**

Herring River Restoration Project-Extension Agreement – DRI Public Hearing Period

Chair Murphy recused himself from participating in the discussion.

**I move to approve Cape Cod Commission third extension agreement of the Development of Regional Impact (DRI) public hearing period to April 5, 2019.**

**Motion: Bacon**

**Second: Wilson**

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

**recused himself from this vote.**

- F. Approve petition by Eversource Energy to install 40 feet of conduit / cable to provide service to costumer at 805 Long Pond Road

**I move to Approve the Eversource Energy petition to install approximately 40 feet of cable/conduit in the public way in Long Pond Road to provide service to costumer at 805 Long Pond Road in Wellfleet.**

**Motion: Bacon**

**Second:**

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

- G. Approval of a drawing for five combination beach/transfer station stickers at the end of the Annual Town Meeting [TA]

**I move to approve the drawing for five combination beach/transfer station stickers at the end of the 2018 Annual Town Meeting.**

**Motion: Reinhart**

**Second: Wilson**

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

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

### **VI. Topics for Future Discussion**

Bacon would like to address at a future meeting to increase the daily beach fees from \$20 to \$40. Reinhart agrees with Bacon and would like to have this placed on the next agenda. Bacon said the only fee increase we can discuss now is the use of our beaches for a yoga class, etc. All other fees have already been set.

Wilson asked when the Shellfish Shack would be removed. Chair Murphy said there would be a meeting with the TA and Shellfish Constable at 1 pm on Wednesday because ~~there might be some issues with the~~ **to consider the site for an upweller**. Wilson reminded the Board that there are mold problems and **because of that**, use of the building presents **is a liability**. Chair Murphy is looking for more information on this item. Bacon asked Chair Murphy for a report on this meeting.

Houk would like to have an executive session to discuss the **Harbormaster's grievance**.

**Wilson asked that all members have a copy of the Teamsters' contract for that meeting.**

**She also requested that the Board at least approve, if not release, executive session minutes for previous meetings, before we all forgot what went on in them.**

### **VII. Correspondence and Vacancy Report**

Bacon addressed the handwritten letter in regard to the location of the marijuana dispensary in the Town of Wellfleet.



**VIII. Minutes (3.20.2017)**

Wilson presented one more edit to the March 20<sup>th</sup>, 2018. minutes

Bacon said her comment during the March 20<sup>th</sup>, 2018 pertained to the role of the Commission on the Herring River Restoration Project and offered that as an amendment.

**I move to approve the minutes of March 20<sup>th</sup>, 2018 as amended at the meeting.**

**Motion: Reinhart                      Second: Bacon                      5-0-0. Motion carries.**

**IX. Adjournment**

**I move to adjourn.**

**Motion: Reinhart                      Second: Houk                      5-0-0. Motion carries.**

**The meeting was adjourned at 9:04 pm.**

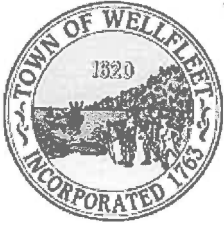
Respectfully submitted,

Radu D. Luca

Executive Assistant to the Town Administrator

**Public Records Material for the Meeting of 3/27/18**

1. Memo – Shellfish Constable – Wellfleet Shellfish Grant Renewals 2018 – March 22
2. Memo – Principal Clerk – Seasonal Liquor License Renewals – March 23
3. Memo – Chief Fisette – Full-time police officer appointment – March 19
4. Application – Deborah Magee – Cable Advisory Committee – March 16
5. Memo – Chief Fisette – Recommendation for 111-F Designation – March 8
6. Memo – Department of Conservation and Recreation – Request for Eminent Domain Approval – March 21
7. Correspondence – Robert “Bud” Paine – Letter of Support for DCR’s Request for Eminent Domain Approval Request – March 22
8. DRAFT – 2018 Annual Town Meeting Warrant – March 27
9. Memo – Cape Cod Commission – 3<sup>rd</sup> Extension Agreement – DRI Public Hearing Period – March 27
10. Memo – Principal Clerk – Eversource Energy Cable/Conduit Hearing Notice at 805 Long Pond Road in Wellfleet – March 23
11. Request – Town Moderator – Approval of a drawing for five combination beach/transfer station stickers at Annual Town Meeting – March 21
12. DRAFT – BOS Meeting Minutes – March 20
13. Disclosure – Janet Reinhart – MA General Law, c 268A, Conflict of Interest Law, Sect 88-01 – March 27



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
April 10, 2018

# IX

### Executive Session and Adjournment

<b>REQUESTED BY:</b>	<b>BOS</b>
<b>DESIRED ACTION:</b>	<b>Enter in Executive Session based on G.L. c. 30A, §21(a)(6)</b>
<b>PROPOSED MOTION:</b>	<p>A. Pursuant to G.L. c. 30A, §21(a)(6) to consider the purchase, exchange, lease or value of real estate, if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body: Cahoon Hollow parking lot.</p> <p>B. Approval of Executive Session minutes. October 24, 2017.</p> <p>The board will not reconvene in public session after the executive session.</p> <p>Roll Call Vote.</p>
<b>VOTED:</b>	<p>Murphy____ Reinhart____ Bacon____</p> <p>Wilson____ Houk____</p>