



Board of Selectmen

The Wellfleet Board of Selectmen will hold a public meeting on Tuesday, March 24, 2015 at 7:00 p.m. at the Wellfleet Senior Center, 715 Old Kings Highway, Wellfleet, MA 02667. It is anticipated that the meeting will be recorded by the Town. Anyone else desiring to record the meeting may do so only after notifying the chair and may not interfere with the conduct of the meeting in doing so.

- I. Announcements, Open Session and Public Comment [7:00]** *Note:* Public comments must be brief. The Board will not deliberate or vote on any matter raised solely during Announcements & Public Comment.
- II. Public Hearing(s) [7:05]**
 - A.** Public hearing on proposal to install centerline rumble strips on approximately 14,000 feet of Route 6
 - B.** Request of James Rose to renew shellfish grant licenses #732, 732A, 743 and 743A for a ten year period
 - C.** Request of Barbara and Jerre Austin to renew shellfish grant licenses # 85-G and 85-GA for a 10 year period
 - D.** Request of Robert Hautanen to renew shellfish grant licenses #738 and 738A for a 10 year period
 - E.** Request of James O'Connell to renew shellfish grant licenses # 85-J and 85-JA for a 10 year period
 - F.** Request of Kristine Barrio and William Barrio to renew shellfish grant licenses # 85-A and 85-AA for a 10 year period
 - G.** Shellfish Rules and Regulations amendments in sections 1, 5.3.3, 6.2.4 and 6.3 to include regulations regarding blood ark and ponderous ark clams.
 - H.** Public Hearing on proposed fee schedule for use of town property.
- III. Licenses/Appointments/Reappointments/Use of Town Property**
 - A. Licenses**
 - 1) Seasonal Liquor License renewals for 2015: Wellfleet Beachcomber; Winslow's Tavern; The Lighthouse Restaurant; Sweet Seasons; Bocce's Italian Grill; Wellfleet Motel & Lodge; V.R.'s; Maurice's Campground; Wellfleet Marketplace; Wellfleet Wine & Spirits; Chequessett Yacht & Country Club; Flying Fish Café; Wellfleet Dairy Bar & Grill; Wellfleet Flea Market; The Juice; Catch of the Day; Mac's Shack; Pearl Restaurant; Harbor Stage Company; Bob's Sub N' Cone; Ceraldi
 - B. Appointments and Reappointments**
 - 1) Trevor Pontbriand to June 30, 2015 to fill an unexpired term on the Zoning Board of Appeals
 - 2) Elaine McIlroy as Wellfleet representative on the Barnstable County HOME Consortium Advisory Council with term ending January 31, 2017
 - B. Use of Town Property**
 - 1) Request of International Women's Flag Football Association to use Baker Field on September 19 and 20, 2015, 9 am - 5 pm for 10th Annual Kate Clinton Flag Football tournament. Nonprofit – fee exempt
 - 2) Request of Ryan Environmental Group to use Newcomb Hollow Beach on May 1 and 2, 2015, 5 pm - 6 pm to build a small temporary habitat for educational purposes; \$20 application fee paid; Use fee TBD.
 - 3) Request of Challenger Sports to use Baker Field August 17 through the 21, 2015 for soccer camp. \$20 application fee charged; Event fees will be charged. Use fee TBD.
 - 4) Request of SPAT for use of town property for 2015 OysterFest.
- II. Business**
 - A.** Communication of the sense of the Board to MassDOT on Route 6 rumble strips.
 - B.** Conservation Restriction of the Holton Property on Fletcher-Holton Way [Wellfleet Conservation Trust]
 - C.** Town operation of beach lots during OysterFest
 - D.** Final approval of 2015 ATM warrant and FY16 budgets; execution of 2015 annual town election and 2015 annual town meeting warrant. [TA]
 - E.** Acceptance of the new IRS Standard Mileage Rate
- III. Town Administrator's Report**
- IV. Future Concerns**
- V. Correspondence and Vacancy Report**
- VI. Minutes of March 10, 2015 and March 17, 2015**
- VII. Adjournment**

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

TOWN OF WELLFLEET
PUBLIC NOTICES
March 24, 2015

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, March 24, 2015 at 7:05 p.m. in the Wellfleet Council on Aging to consider the following:

- application received February 25, 2015 from James Rose to renew shellfish grant licenses #732, 732A, 743 and 743A for a ten year period
- application received March 3, 2015 from Barbara and Jerre Austin to renew shellfish grant licenses # 85-G and 85-GA for a ten year period
- application received March 3, 2015 from Robert Hautanen to renew shellfish grant licenses #738 and 738A for a ten year period
- application received March 5, 2015 from James O'Connell to renew shellfish grant licenses # 85-J and 85-JA for a ten year period
- application received March 9, 2015 from Kristine Barrio and William Barrio to renew shellfish grant licenses # 85-A and 85-AA for a ten year period

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, March 24, 2015 at 7:05 p.m. in the Wellfleet Council on Aging to consider the following:

- To amend the Town of Wellfleet Shellfish Rules and Regulations by amending sections 1, 5.3.3, 6.2.4 and 6.3 to include regulations regarding blood ark and ponderous ark clams.

Notice is hereby given that the Wellfleet Board of Selectmen will hold a public hearing on Tuesday, March 24, 2015 at 7:05 p.m. in the Wellfleet Council on Aging to consider and discuss placement of rumble strips on Route 6 in Wellfleet. Maps of the area in discussion are available at www.wellfleet-ma.gov (reports and documents) and in the Administration Office.

Notice is hereby given that the Wellfleet Board of Selectmen will hold a public hearing on Tuesday, March 24, 2015 at 7:05 p.m. in the Wellfleet Council on Aging to consider and discuss a change in the fee structure for Use of Town Property. Copies of the proposed changes are available in the Administration Office.

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such as boxes, pens, trays, bags or nets; (3) to harvest and take legal shellfish; (4) to plant cultch for the purpose of catching shellfish seed; and (5) to grow shellfish by means of racks, rafts or floats ([MGL Chapter 130; Section 57](#)).

Aquaculture Licensed Area (Grant) - See Licensed Area.

Aquaculture Permit (See Permit)

Basket Rake - A hand-held implement used for the harvesting of shellfish, which is similar to but longer than a standard clam hoe, which has a basket and no more than twenty (20) teeth, is no wider than 12 inches at its widest part, does not have a T handle, and is only to be used on foot.

Blood Ark Clam and Ponderous Ark Clam - Bivalves of the species *Anadara ovalis* and *Noetia ponderosa* are some of the few marine mollusks having red blood, due to the presence of hemoglobin. Their shells grow to a length of approximately two or three inches and are fairly thick and sturdy. Each of the two valves has approximately 35 radiating ribs. The complete bivalve, when viewed from the end, is heart-shaped.

Board of Selectmen - The Wellfleet Board of Selectmen (BOS); Wellfleet's elected executive Board, designated by the State ([MGL Chapter 30](#)) as the regulatory Board that has jurisdiction over shellfishing in the Town.

Bull Rake - A T-handled hand-held and hauled implement used for the harvesting of shellfish. It shall be 12 inches or wider and have a fixed basket and teeth.

Bushel - U.S. dry measure; 2150.42 cubic inches, or 32 quarts.

By-Catch - The incidental capture of non-target species.

Captain - The master or individual in charge of a vessel.

Channel - The area marked by U.S. Coast Guard navigation buoys indicating a navigable way of passage.

Chinese Hats - Cones or disks of plastic, usually in stacks, coated with mortar with high lime content, used to collect oyster spat.

Clam Rake - A hand tool of typically eight (8) tines or less, used to manually bring clams to the surface of the substrate.

CMR - Code of Massachusetts Regulations.

Commercial Harvest - The harvest of shellfish for sale, trade, or other consideration.

Constable (Warden) - The municipal employee, appointed by the Board of Selectmen, who is in charge of administering the management of the fishery; the head of the Shellfish Department of the Town.

(To) Cull - to remove dead, dying, undersized or otherwise unsuitable organisms (also, the organism which is removed).

(To) Dig and Take - (archaic); See **(To) Harvest**

(To) Dive - The use of SCUBA, surface supplied air, or snorkel to harvest shellfish.

DMF - Division of Marine Fisheries.

Area 3 (The rest of the Harbor with the exception of commercial-only areas): Open for the harvesting of shellfish on the following days, unless otherwise regulated:

- June 1-September 30; will be closed to all noncommercial shellfishing, annually.
- October 1-May 31; will be open seven (7) days a week, annually. (See Section 4.1.)

5.2. Permits

5.2.1. Eligibility for Noncommercial Permits

Annual and seasonal noncommercial permits may be issued to anyone, twelve (12) years of age or older.

5.2.2. Noncommercial Permit Fee Schedule (amended 05/27/08)

| Annual Permits (Jan.1-Dec. 31) | |
|--|---------|
| Resident or Taxpayer | \$50.00 |
| Resident or Taxpayer over 65 years old | 10.00 |
| Nonresident or Nontaxpayer | 200.00 |
| Eel Permit | 3.00 |
| Seasonal Noncommercial Permits (June 1 – Sept. 30) | |
| Resident or Taxpayer | 30.00 |
| Non-resident or Non-taxpayer | 75.00 |
| | |
| Replacement Fee (for all categories) | 10.00 |

5.3. Noncommercial Shellfishing Regulations

5.3.1 Required Icing and Shading of Harvest in Warmer Weather

During the *Vibrio* control period, as determined annually by the DMF (see 322 CMR 16.00 Shellfish Harvest and Handling) due to concerns about the presence of *Vibrio parahaemolyticus*, oysters taken by noncommercial permit holders shall be put in a container and surrounded by ice made from potable water within two (2) hours of the time when the first oyster (harvested on a given day) is taken from the water or, in the case of intertidal harvest, the time of first exposure to the air by tide.

All oysters taken from the water shall be protected from direct exposure to sunlight during harvest and subsequent transport from the harvest area to any destination, at all times.

With the first offense of this section, the harvester will lose his or her catch. With any subsequent offense, the harvester shall lose his or her catch and noncommercial permit for one year.

5.3.2 Cannot Harvest for Commerce

No person holding a noncommercial permit shall harvest shellfish, eels or sea worms for the purpose of sale, trade or other consideration.

5.3.3 Noncommercial Catch Limits

The total amount of shellfish, comprising oysters, quahogs, soft-shell clams or razor clams, blood ark clam or ponderous ark clam taken in one (1) week shall not exceed ten (10) quarts, and the total amount of mussels taken in one (1) week shall not exceed ten (10) quarts, or the total amount of scallops taken in one (1) week shall not exceed one (1) bushel, or the total amount of surf (sea) clams taken in any one (1) week shall not exceed one (1) bushel. The total number of sea worms taken in one (1) day shall not exceed twenty-four (24). There is a 20 lb. limit on the amount of eels that can be taken in one day.

6.2.4.8 Blood Ark Clam or Ponderous Ark Clams

a. Hand picking: No commercial permit holder shall take more than 10 (ten) bushels of ark clams, including shells, in any one day.

b. Dragging/Dredging: No more than ten (10) bushels, including shells, shall be taken by a vessel having one (1) commercial permit holder, in one (1) day. No more than twenty (20) bushels, including shells, shall be taken in one (1) day by a vessel having two (2) commercial permit holders aboard, in one (1) day. The captain of said vessel shall be cited for each violation.

6.3. Daily Area Catch Limits - 1 bushel = 32 quarts

| Area | Oysters | Quahogs | Soft-shell clams | Blood Ark/ Ponderous Ark Clams |
|------------------|-----------|-----------|------------------|--------------------------------------|
| Herring River | 1 bushel | 1 bushel | 1 bushel | 10 bushels |
| Mayo Beach | 1 bushel | 2 bushels | 3 bushels | 10 bushels |
| Duck Creek | 1 bushel | 1 bushel | 1 bushel | 10 bushels |
| Blackfish Creek | 1 bushel | 2 bushels | 3 bushels | 10 bushels |
| Main Harbor | 5 bushels | 5 bushels | 3 bushels | 10 bushels |
| Chipman's Cove | 1 bushel | 1 bushel | 1 bushel | 10 bushels |
| South Lt. Island | 1 bushel | 1 bushel | 3 bushels | 10 bushels |

6.4. Seasonal and Other Restrictions: Open and Closed Areas

The opening and closing of these areas, as well as catch limits, may be subject to change by vote of the Board of Selectmen. Notification of such changes will be available on the Shellfish Department section of the Town web site and on the Shellfish Department answering machine.

Dragging or diving within 25 feet of all areas licensed for shellfish aquaculture is prohibited. (See Section 8.9 No Dragging/Dredging Near Licensed Areas)

6.4.1. Chipman's Cove:

a. Harvest dates: Chipman's Cove will close for the taking of all shellfish on April 30 and will reopen on the last Sunday in October of the current year, unless otherwise regulated.

b. Landing Sites - All shellfish are to be landed at the end of Old Pier Road, at the Marina boat ramp or piers, or from a point on the road along the southern perimeter of the Cove nearest the harvesting site, unless permitted otherwise by the Shellfish Constable.

c. Harvesting Restrictions-All shellfish are to be removed from the area at the time of harvest. No shellfish are to be left on the flats and removed at a later time of day, by any means or methods. Diving for shellfish is prohibited.

d. Spat collection area-An area of Chipman's Cove for placement of oyster spat collection by shellfish grant license holders, approximately 300' by 300'



TOWN OF WELFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667

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

www.wellfleetma.org

MEMORANDUM

TO: BOARD OF SELECTMEN
FROM: HARRY SARKIS TERKANIAN, TOWN ADMINISTRATOR
SUBJECT: USE OF TOWN PROPERTY FEE STRUCTURE
DATE: 3/20/2015
CC:

In response to the direction from the Board of Selectmen to put together a use of town property fee structure that captures the recent debate on the subject I offer the following proposal:

USE OF TOWN PROPERTY FEES

Fees are established for use of Town property in order to balance the Town's responsibility to manage the assets entrusted to it by the voters, including Town real estate, in a manner that is consistent with the need to insure that Town government operations can be conducted and citizens access to Town property is preserved while balancing community needs for exclusive use of Town property for specific events. In order to balance these competing needs the Wellfleet Board of Selectmen adopts the following fee structure:

This fee structure applies only to properties under the control, care and custody of the Board of Selectmen. It therefore excludes from its operation properties such as the Wellfleet Elementary School which is under the care, custody and control of the School Committee and the Wellfleet Public Library which is under the care, custody and control of the Library Trustees.

Application fee: \$20.00. The application fee is required for all applications regardless of the event or sponsoring organization and is intended to partially cover the time required to review and process the application.

Reimbursement of direct costs: In addition to the application fee and the use fee, the sponsoring organization shall reimburse the Town for the cost of all Town services requested by the applicant or required by the Town as a condition of approval. The cost of services shall include any equipment charges, required minimum payment to employees for callbacks, private duty fees, etc. to which will be added an administrative surcharge to cover the administrative costs associated with furnishing services.

Insurance: As a condition of approving any application, the Town, in its sole discretion, may require the sponsoring organization to furnish proof of liability insurance covering the interests of the Town with such coverage limits as the Town shall require.

Bond or deposit: As a condition of approving any application, the Town, in its sole discretion, may require the sponsoring organization to furnish a bond or security deposit to insure the payment of all costs and the restoration of the property to its original condition.

Other conditions: As a condition of approving any application, the Town, in its sole discretion, may impose such additional conditions as it determines are reasonably necessary to protect the interests of the Town.

Basic use fee per day (or portion thereof) per parcel (or portion thereof): Between zero (\$0.00) and one thousand (\$1,000) dollars depending on the application of the following criteria. Parcel as used in this document means a parcel shown on the Town of Wellfleet assessing atlas in use at the time of the application.

In determining the fee to be charged for a specific application the Selectmen shall consider the following criteria:

First: The nature of the parcel or parcels for which application is made. Parcels which are heavily used by the public warrant a higher fee than parcels not as frequently or as intensively used by the public. An example of a heavily used parcel is the Town Hall parking lot which is used by persons having business at Town Hall or with Main Street merchants, employees, persons parking in order to travel on public transportation, etc. Less heavily used parcels would warrant a fee toward the lower end of the fee scale.

Second: The degree of exclusivity required. An application that requires the use of an entire parcel or a significant portion of a parcel to the exclusion of all others warrants a higher fee than uses which do not exclude the public or requires only a small portion of a parcel. In evaluating this criterion the Board may also consider whether and the extent to which adjacent public streets will be used by the event. An example of a use that warrants a high fee is one which requires use of the Town Hall parking lot and adjacent streets to the exclusion of the public for a day or more. An example of a use that warrants a lower fee is one that uses a beach parking lot to stage a road race during the early morning hours before the lot is manned by the Beach Department staff.

Third: The nature of the organization and its relationship to the Town.

- No fee is required of Town departments.
- Not for profit organizations formed solely to support Town government operations, such as the PTA, Friends of Recreation and Friends of the Library, would qualify for a reduced fee or no fee.
- Not for profit organizations formed to support a specific segment of the community or region as opposed to directly supporting Town operations would pay a larger fee than not for profits which directly support Town government.
- Organizations with commercial or quasi commercial purposes pay a larger fee. An example would be a commercial film crew.

The three criteria taken together provide a basis for establishing a fee which reflects the importance of the public space, the degree to which the public is displaced from that space and the degree to which the Town benefits, either directly, indirectly or not at all.

In establishing a use fee the Selectmen may consider a payment in addition to the use fee which supports a specific project, which project, in the Board's judgment, is consistent with Town's objectives and confers a significant benefit upon the Town.



TOWN OF WELFLEET
APPLICATION FOR TOWN BOARDS & COMMITTEES MEMBERSHIP

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

FILL OUT THE FORM BELOW and mail it to:

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

☐ Name TREVOR PONTBRIAND Date 3/5/15

Mailing Address 110 HOLBROOK AVE
WELFLEET MA 02667

Phone (Home) 508 349 2134 (cell) 508 246 5061

E-mail PONTBRIAND@GMAIL.COM

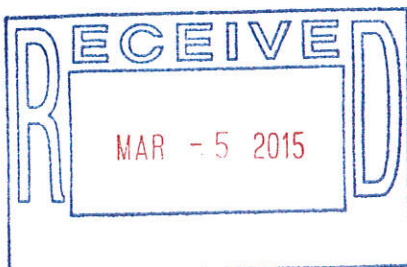
☐ Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: _____

PRACTICING ARCHITECT, PREVIOUS ZBA
EXPERIENCE, INCLUDING AS CHAIRMAN.

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

SEE ABOVE

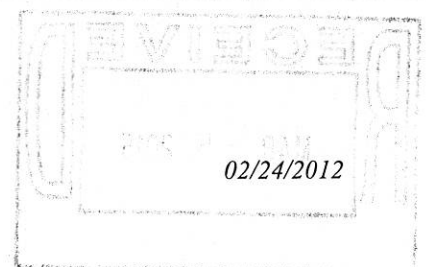
☐ Committees/Boards of Interest: 1) ZBA
2) _____
3) _____



TOWN OF WELLFLEET BOARDS & COMMITTEES

Bike and Walkways Committee
Board of Assessors
Board of Health
Board of Water Commissioners
Building & Needs Assessment
*Bylaw Committee
Cable Advisory Committee
Cape Cod Commission
Cape Cod National Seashore Advisory Commission
Cape Cod National Seashore Collaborative
Charter Review Committee
Citizens Economic Development Committee
Commission on Disabilities
Community Preservation Committee
Conservation Commission
Council on Aging
Cultural Council
Energy Committee
*Finance Committee
Health Care Campus Committee
Historical Commission
Historical Review Board
Herring River Restoration Project
Local Comprehensive Plan Implementation Committee
Local Housing Partnership
Marina Advisory Committee
Natural Resources Advisory Board
Open Space Committee
Pay as you Throw Committee
Personnel Board
Planning Board
Recreation Committee
Recycling Committee
Shellfish Advisory Committee
*Social/Human Services Committee
Wastewater Planning Committee
Zoning Board of Appeals

** Appointed by Moderator*



Memorandum

To: Board of Selectmen
From: Zoning Board of Appeals
Cc: Town Administrator
Date: March 19, 2015
Re: Trevor Pontbriand Application for Associate ZBA Member

The ZBA respectfully requests your affirmative vote on Trevor Pontbriand's application to be an associate member of the Board. Trevor was previously on the Board and, in fact, had been ZBA chair. With his architectural background and prior Board experience Trevor will be a tremendous asset to the Board and the community. As a relatively young working person Trevor is within a Wellfleet demographic group that we believe should be represented on the Board.

Thank you for your consideration.

1257 3/16/15



BARNSTABLE COUNTY HOME CONSORTIUM

PO Box 226, 3225 MAIN STREET
BARNSTABLE, MASSACHUSETTS 02630
(508) 362-3828 • FAX (508) 362-3136
E-mail: housing@capecodcommission.org



March 9, 2015

Mr. Paul Pilcher
Chair, Board of Selectmen
Town of Wellfleet
300 Main Street
Wellfleet, MA 02667

RE: Barnstable County HOME Consortium

Dear Mr. Pilcher:

I am writing to inform you that the three year term of Wellfleet's representative (currently Elaine McIlroy) on the Barnstable County HOME Consortium's Advisory Council expired at the end of January 2015.

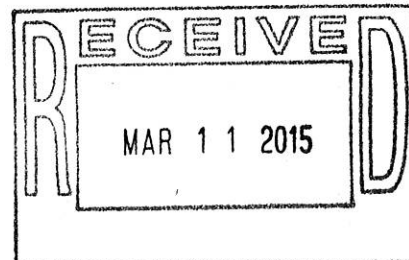
The Consortium's Advisory Council has been responsible for allocating the \$12.8 million in federal HOME funds that the County has received since 1994. In addition, the Council determines many of the local HOME program's policies as well as stays current with and advocates for local, state, and federal policies that promote affordable housing. The Council meets on the third Thursday of every month from 8:30-10 a.m. at the Cape Cod Commission's offices in Barnstable Village. We highly value your town's participation on the Council and ask that you submit either a letter reinstating Ms. McIlroy's as the Wellfleet representative or a nominee for the term that runs through January 31, 2017 as soon as possible.

As the County Commissioners are the formal appointing body for Council members, please address your letter of nomination to the County Commissioners but send the request to me at the Commission. Your cooperation in this matter is greatly appreciated. If you have any questions or need additional information, please do not hesitate to contact me at 508.362.3828 or pruchinskas@capecodcommission.org.

Sincerely,

Michelle Springer

Michelle Springer
Fiscal Officer



TOWN OF WELFLEET
APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

Applicant Diane Beruldsen Affiliation or Group International Women's Flag Football Association

Telephone Number 305-897 - 4567 Mailing Address - 25 A 7th ave, Key West, FL 33040

Email address IWFFA@IWFFA.COM

Town Property to be used (include specific area) WELL FLEET PARK (Baker Field)

Date(s) and hours of use: SEPT. 19 + 20 . FROM 9AM TO 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.

This event is the 10th annual Kate Clinton Women's flag football tournament .

Teams of women from other states and countries will compete for 2 days flag football.

Roughly 60 persons will be involved. We ask to borrow football down markers, pilings and to line the field.

We will not sell any food. participants will bring their own. We have used your field in past years for the tournament.

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

This tournament will not require any public assistance

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): _____

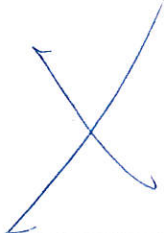
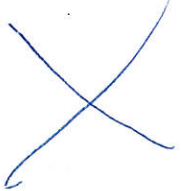
Date: FEB 25 2015


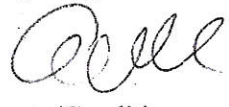
Processing Fee: _____


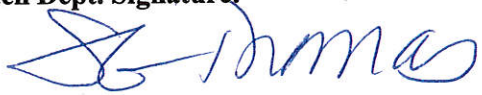
Fee: _____

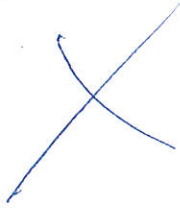
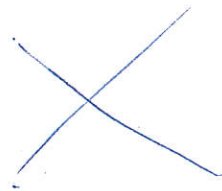
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APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

| | |
|--|--|
| Health/Cons. Agent Signature: | Inspector of Buildings Signature: |
| Comments/Conditions:  | Comments/Conditions:  |
| Permits/Inspections needed: | Permits/Inspections needed: |

| | |
|---|--|
| Police Dept. Signature:  | Fire Dept. Signature:  |
| Comments/Conditions: OK 2/25/15 | Comments/Conditions: |

| | |
|--|--|
| DPW Signature:  | Beach Dept. Signature:  |
| Comments/Conditions OK | Comments/Conditions: OK - |

| | |
|--|--|
| Shellfish Constable Signature: | Harbormaster Signature: |
| Comments/Conditions:  | Comments/Conditions:  |

| | |
|---|--|
| Recreation Dept. Signature: Don't have down markers, may need additional porta potties Great Event in the Port Comments/Conditions:  | Town Administrator: H. SC. TR.  Comments/Conditions: NOTE REC DIR'S COMMENTS |
|---|--|

(over)

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

| | |
|---|---|
| Health/Cons. Agent Signature: <i>Phone okay 3/10</i> Comments/Conditions: Permits/Inspections needed: | Inspector of Buildings Signature: <i>[Signature]</i> Comments/Conditions: Permits/Inspections needed: |
|---|---|

| | |
|---|---|
| Police Dept. Signature: <i>[Signature]</i> 2/25/15 Comments/Conditions: <i>OK</i> | Fire Dept. Signature: <i>[Signature]</i> Comments/Conditions: |
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|---|---|
| DPW Signature: <i>[Signature]</i> Comments/Conditions: <i>OK</i> | Beach Dept. Signature: <i>[Signature]</i> Comments/Conditions: <i>OK</i> |
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| | Town Administrator: <i>[Signature]</i> Comments/Conditions: <i>Recommended \$100 fee: same as 2014 (2/11/14 meeting)</i> |
|--|---|

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

Applicant STEVEN HUGHES

Affiliation or Group CHALLENGER SPORTS

Telephone Number 401-391-1950

Mailing Address 94 A JEFFERSON BLVD

Email address shughes@challengersports.com

WARWICK, RI 02888

Town Property to be used (include specific area) _____

Bakers Field

Date(s) and hours of use: August 17th - 21st, 2015

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.

Soccer Camp. Fees will be charged.

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

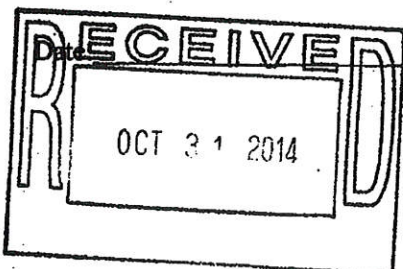
NOTE TO APPLICANTS: All applications must be accompanied by a non refundable \$20.00 processing fee. Applications must be received at least 30 days prior to the first event date to insure that all reviews can be completed prior to the event. This application is only for permission to use Town property. 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): _____




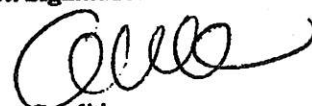
Processing Fee: 20.00 paid

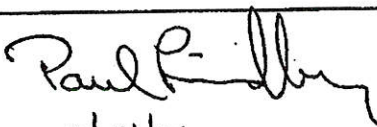
Fee: _____

(over)

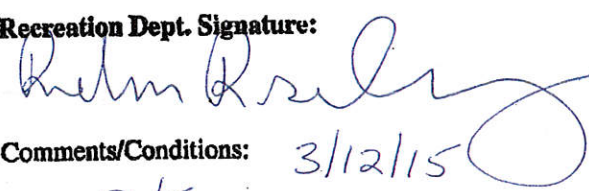

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

| | |
|---|---|
| Health/Cons. Agent Signature: Comments/Conditions: Permits/Inspections needed: | Inspector of Buildings Signature: Comments/Conditions: Permits/Inspections needed: |
|---|---|

| | |
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| Police Dept. Signature:  11/4/14 Comments/Conditions: OK | Fire Dept. Signature:  Comments/Conditions: |
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|--|--|
| DPW Signature:  11/14/14 Comments/Conditions: OK | Beach Dept. Signature: Comments/Conditions: |
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| Shellfish Constable Signature: Comments/Conditions: | Harbormaster Signature: Comments/Conditions: |
|--|---|

| | |
|--|---|
| Recreation Dept. Signature:  Comments/Conditions: 3/12/15 OK | Town Administrator:  Comments/Conditions: insurance * |
|--|---|

* Hours? Last year was 9A-12 Noon & 6P-8P
 * percentage of receipts has been paid to the Town in the past. Provisions fee \$20 - Use fee \$500

REC'D NOV 13 2014



Challenger Sports™ Corporation



Camps



Training



Tours



Tournaments



Uniforms

Re: Challenger Sports British Soccer Camps

Camp Marketing

Challenger will supply all marketing materials, from brochures to large banners to hang at the fields. Challenger will also run a free promotional clinic to help generate interest in the camp.

Coaches Clinic

Challenger Sports offer a free 2 hour coaches clinic for all local coaches. Any coach that attends will get a free 6 month digital NSCAA (National Soccer Coaches Association of America) membership, access to the NSCAA Resource Library, and access to the digital edition of the Soccer Journal (NSCAA coaching publication).

3 year resign

The main reason for me wanting to offer you a 3 year option is that it will help me keep the cost of camp down. When a club is in a 3 year agreement the most I can increase the cost of camp by is 3%.

For 2015 our half day fees are increasing by \$7 and the full day increased by \$9. If the club was currently in a 3 year agreement the price increase would only be \$3 for the half day and \$5 for the full day. It is not a huge saving this year but I have no idea what we will increase our fees by for the next 2 years. If we increase by the same amount that would be an increase of \$21 for the half day and \$27 on the full day, as opposed to being in a 3 year contract when it would increase by \$9 and \$15 respectively.

Board of Health

We will deal with all things regarding to the Board of Health, including collecting immunization records for all campers. Our staff meet all of the requirements of the regulations (up to date immunisation records, current physical, 5 year work history, 3 references). We make sure that at least one member of staff has first aid and CPR training, and all staff undergo a police background check in the UK along with a CORI and a SORI check in MA.

We adhere to the required ratios outlined in the Board of Health regulations, i.e. 1:10.

Best Regards,
Steve Hughes
Regional Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/5/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Risk & Insurance Consultants, Inc 5416 Glenridge Drive Atlanta GA 30342 | | CONTACT NAME: Lyshon Jackson PHONE (A/C No. Ext.): (404) 459-5975 FAX (A/C No.): (404) 459-5976 E-MAIL ADDRESS: ljackson@riskinsuranceco.com | | | | | | | | | | | | | | | |
|--|--------|--|--|-------------------------------|--------|----------------------------------|-------|--|-------|---------------------------------|-------|---|-------|-------------------------|-------|------------|--|
| INSURED Challenger Sports Corp 8263 Flint St Lenexa KS 66214 | | <table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Massachusetts Bay Ins</td><td>22306</td></tr><tr><td>INSURER B: Allmerica Financial Benefit Ins</td><td>41840</td></tr><tr><td>INSURER C: Hanover Insurance Co</td><td>22292</td></tr><tr><td>INSURER D: Technology Insurance Company</td><td>42376</td></tr><tr><td>INSURER E: QBE Ins Corp</td><td>39217</td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Massachusetts Bay Ins | 22306 | INSURER B: Allmerica Financial Benefit Ins | 41840 | INSURER C: Hanover Insurance Co | 22292 | INSURER D: Technology Insurance Company | 42376 | INSURER E: QBE Ins Corp | 39217 | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | | | |
| INSURER A: Massachusetts Bay Ins | 22306 | | | | | | | | | | | | | | | | |
| INSURER B: Allmerica Financial Benefit Ins | 41840 | | | | | | | | | | | | | | | | |
| INSURER C: Hanover Insurance Co | 22292 | | | | | | | | | | | | | | | | |
| INSURER D: Technology Insurance Company | 42376 | | | | | | | | | | | | | | | | |
| INSURER E: QBE Ins Corp | 39217 | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER: CL151508135

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | | | | | | | | | | | | | | |
|--------------------------------|---|-------------------------------------|----------------|-------------------------|-------------------------|--|-------------------------------------|--------------|---|--------------|------------------------------|--------------|--------------------------------|--------------|-----------------------------|--------------|------------------------|--------------|--|----|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | ZDA 9436702-04 | 1/1/2015 | 1/1/2016 | <table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table> | EACH OCCURRENCE | \$ 1,000,000 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 | MED EXP (Any one person) | \$ 5,000 | PERSONAL & ADV INJURY | \$ 1,000,000 | GENERAL AGGREGATE | \$ 2,000,000 | PRODUCTS - COMP/OP AGG | \$ 2,000,000 | | \$ | |
| | EACH OCCURRENCE | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | |
| | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 | | | | | | | | | | | | | | | | | | | |
| | MED EXP (Any one person) | \$ 5,000 | | | | | | | | | | | | | | | | | | | |
| PERSONAL & ADV INJURY | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| GENERAL AGGREGATE | \$ 2,000,000 | | | | | | | | | | | | | | | | | | | | |
| PRODUCTS - COMP/OP AGG | \$ 2,000,000 | | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | | |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | ADA9394043 | 1/1/2015 | 1/1/2016 | <table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>Uninsured motorist combined</td><td>\$ 1,000,000</td></tr></table> | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 | BODILY INJURY (Per person) | \$ | BODILY INJURY (Per accident) | \$ | PROPERTY DAMAGE (Per accident) | \$ | Uninsured motorist combined | \$ 1,000,000 | | | | | |
| | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | |
| | BODILY INJURY (Per person) | \$ | | | | | | | | | | | | | | | | | | | |
| | BODILY INJURY (Per accident) | \$ | | | | | | | | | | | | | | | | | | | |
| PROPERTY DAMAGE (Per accident) | \$ | | | | | | | | | | | | | | | | | | | | |
| Uninsured motorist combined | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ | | UHA9436692-03 | 1/1/2015 | 1/1/2016 | <table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td></td><td>\$</td></tr></table> | EACH OCCURRENCE | \$ 5,000,000 | AGGREGATE | \$ 5,000,000 | | \$ | | | | | | | | | |
| | EACH OCCURRENCE | \$ 5,000,000 | | | | | | | | | | | | | | | | | | | |
| | AGGREGATE | \$ 5,000,000 | | | | | | | | | | | | | | | | | | | |
| | | \$ | | | | | | | | | | | | | | | | | | | |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> N/A | TWC3395336 | 1/1/2015 | 1/1/2016 | <table border="1"><tr><td>WC STATUTORY LIMITS</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table> | WC STATUTORY LIMITS | OTH-ER | E.L. EACH ACCIDENT | \$ 1,000,000 | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 | | | | | | | |
| | WC STATUTORY LIMITS | OTH-ER | | | | | | | | | | | | | | | | | | | |
| | E.L. EACH ACCIDENT | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | |
| | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | |
| E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| E | Participant Accident | | AHH006104 | 1/1/2015 | 1/1/2016 | <table border="1"><tr><td>Accident/Medical</td><td>\$25,000</td></tr></table> | Accident/Medical | \$25,000 | | | | | | | | | | | | | |
| Accident/Medical | \$25,000 | | | | | | | | | | | | | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jill Kitchen/SK

ACORD 25 (2010/05)

INS025 (201005) 01

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

Applicant: Shellfish Promotion and Tasting
"SPAT", 501(c)(3) Corporation

Affiliation or Group: Wellfleet OysterFest

Telephone Number: 508-349-3499
info@wellfleetoysterfest.org

Mailing Address: Wellfleet SPAT
P.O. Box 2156
Wellfleet, MA, 02667

Purpose:

SPAT is requesting the use of town property to host its annual Wellfleet OysterFest on October 17 & 18, 2015. This two day public street festival to benefit the local community and promote Wellfleet Shellfishing and Aquaculture, the town's primary industry.

Town Property to be used (include specific area):

- Town Hall and WPH Parking Lots
- Main St. from Bank St. to Holbrook & Main St, inclusive
- Bank St. to Commercial St.
- A small area of Town Pier near Harbormaster's Building (FOR PORTABLE RESTROOMS AND TRASH RECEPTICLES)
- All ocean beach parking lots including Mayo Beach Lot (TO BE OPEN TO PUBLIC PARKING FREE OF CHARGE WITH SHUTTLE SERVICE PROVIDED BY SPAT)
- Town Hall Conference room for limited use by Event Organizers & Emergency Response Team
- Conference Room on the lower level Town Hall for administrative duties

Town property dates & hours of use:

- 12:00AM TUESDAY 10/13/2015 THROUGH 12:00AM TUESDAY 10/20/2015: Town Hall Lot (from North side of Town Hall Building towards Squire's Pond) WILL BE CLOSED TO PUBLIC AND NO PARKING ALLOWED DURING INFRASTRUCTURE SET UP. HANDICAPPED AND ADMINISTRATIVE STAFF PARKING WILL BE AVAILABLE ON TUESDAY AND WEDNESDAY. OCTOBER 13 & 14, 2015.
- 12:00AM THURSDAY 10/15/2015 THROUGH 12:00AM TUESDAY 10/20/2015: All of Town Hall Lot (from Main Street toward Squire's Pond) WILL BE CLOSED AND NO PARKING ALLOWED. *Please note that the handicapped ramp in the rear of Town Hall will be kept free and clear from tents and event equipment during business hours (weekdays, 8am – 4pm.)*
- 12:00AM THURSDAY 10/15/2015 THROUGH 12:00AM MONDAY 10/19/2015: Main St. Parking Lot across from Wellfleet Preservation Hall WILL BE CLOSED AND NO PARKING ALLOWED - TOWING SIGNS POSTED
- 3:00AM SATURDAY 10/17/2015 THROUGH 6:00PM SUNDAY 10/18/2015 Main St. inclusive from Holbrook Ave. to Bank St. – NO STREET PARKING –
- 9:00AM THURSDAY 10/15/2015 THROUGH 5:00PM MONDAY 10/19/2015 – Lower level Conference Room of Town Hall. USED FOR STORAGE AND ADMINISTRATIVE DUTIES
- 7:00AM SATURDAY 10/17/2015 THROUGH 6:00PM SUNDAY 10/18/2015- Town Hall Conference Room USED FOR POLICE, FIRE. SAFETY, EVENT ORGANIZER HEAD QUARTERS
- SUNDAY 10/18/2015 7:00AM – 11:00AM – 5 K ROAD RACE AND KIDS RACE KENDRICK TO CHEQ. NECK RD

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.

- Wellfleet OysterFest, a two day public street festival, will include food vendors, craft vendors, raw bars, kid's area entertainment, beer and wine, main stage events & music, shucking contests, satellite events at Wellfleet Preservation Hall, the public library, the Methodist Church, local restaurants, walking tours, educational talks, etc.
- Transportation from parking areas to the event is provided by SPAT via shuttle buses at no charge.
- All hand sinks, port-o-pots, fire safety equipment and water will be provided by SPAT and inspected.
- SPAT requests the support of the DPW to prepare event site, deliver equipment such as generators, electrical panels, light tower, picnic tables, saw horses, signs, etc.

Fees:

Admission fee for Adults is \$5 per person per day, \$8 for two days and children 12 and under will be admitted free.

Permits to be obtained:

- Building (Tents and stage)
- BOH (Temp Food+ Sanitation)
- Electric (Power)

Additional:

Planning with all Town Department Heads

Planning with Fire Department and Public Safety - IAP will be in effect.

Action by the Board of Selectmen:

_____ Approved as submitted

_____ Approved with the following condition(s): _____

_____ Disapproved for following reason(s): _____

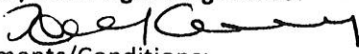

Signatures of the Board:



Date: _____



Processing Fee: _____


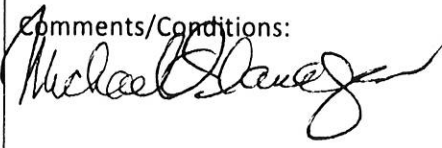
Fee: _____

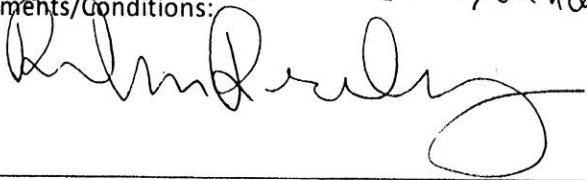

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

| | |
|--|---|
| <p>Health/Cons. Agent Signature: </p> <p>Comments/Conditions:</p> <p>Permits/Inspections needed: TEMPORARY FOOD SERVICE PERMITS NEEDED</p> | <p>Inspector of Buildings Signature: </p> <p>Comments/Conditions: permits Reg'd for Large tents Electric + Gas permits AS needed</p> <p>Permits/Inspections needed:</p> |
|--|---|

| | |
|--|--|
| <p>Police Dept. Signature: </p> <p>Comments/Conditions: need for police details</p> | <p>Fire Dept. Signature: </p> <p>Comments/Conditions: EMS/FIRE COVERAGE REQUIRED AS PER PAID EVENTS</p> |
|--|--|

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|---|---|
| <p>DPW Signature: </p> <p>Comments/Conditions: OK - Responsible for Tents</p> | <p>Beach Dept. Signature: </p> <p>Comments/Conditions: OK - responsible for trash / Portables</p> |
|---|---|

| | |
|---|---|
| <p>Shellfish Constable Signature: </p> <p>Comments/Conditions:</p> | <p>Harbormaster Signature: </p> <p>Comments/Conditions:</p> |
|---|---|

| | |
|--|---|
| <p>Recreation Dept. Signature: OK Just confirm abt parking May 6 Beach</p> <p>Comments/Conditions: </p> | <p>Town Administrator: Require insurance, all licenses Comments: and a written agreement like the one used in 2013. Fee to be set by the BOS</p> <p></p> |
|--|---|



March 20, 2015

To the Wellfleet Select Board:

SPAT became a 501c3 non-profit in September 4, 2002. Among other requirements in order to be granted the legal status of a non-profit by the state of Massachusetts and the Internal Revenue Service, SPAT was mandated to develop a mission to describe why it exists. Our mission is what guides our organization's conduct:

Wellfleet SPAT, Shellfish Promotion and Tasting, Inc., is a non-profit organization devoted to sustaining Wellfleet's shellfishing and aquaculture industries.

SPAT would like to thank the town of Wellfleet for its commitment to our primary fundraising event, the Wellfleet OysterFest. The economic impact of the 'Fest is far reaching and proceeds from the 'Fest allow SPAT to fulfill its organizational mission.

The SPAT Board believes, as The Board of Selectmen do that the Town Use Fees should not discourage or prohibit any non-profit from having access to the use of town property to host events designed to promote their mission. In addition, these worthy events, including the OysterFest, benefit the town of Wellfleet. We are in agreement that to set policy that would inhibit a non-profit from fulfilling its' mission would be wrong and would additionally undermine the benefits to the town.

To that end, SPAT offers to pay the maximum fee for Use of Town Property (\$500 per day) for the six days of event set-up, execution and breakdown which is outside the current fee schedule exempting non-profit organizations.

In addition to this fee for the Use of Town Property during the OysterFest, SPAT would like to offer an annual contribution from \$10,000 - \$15,000 toward a project that is consistent with SPAT's mission and benefits the taxpayers of Wellfleet. Prospective projects will be collaboratively identified and reviewed by the Wellfleet Select Board and SPAT. SPAT will have final determination, as this project must also fulfill the organizational mission.

Respectfully submitted,

The SPAT Board of Directors



WELFLEET CONSERVATION TRUST

PO Box 84 Wellfleet MA 02667 www.wellfleetconservationtrust.org

February 24, 2015

The Board of Selectmen
c/o Mr. Harry Terkanian, Town Administrator
Town of Wellfleet
300 Main Street
Wellfleet, MA 02667

- transmitted by e-mail -

Dear Selectmen and Mr. Terkanian:

Re: Conservation Restriction on land at 70 Fletcher-Holton Way (Assessor's Map 23 - Lot 208.4)

I am requesting the above-referenced Conservation Restriction (CR) be reviewed and approved by the Board of Selectmen according to the Town Policy for Conservation Restrictions. I plan to attend your March 24, 2015 meeting for presentation and response to any questions.

As background, during the Summer of 2104, the owners of the land (Gerald and Nisha Holton) contacted the Wellfleet Conservation Trust (WCT) regarding their desire to preserve a portion of their property located on Fletcher-Holton Way by donating this Conservation Restriction to the WCT. This land, approximately seven acres, will have a building envelope of approximately 0.427 acres to provide for the current structures, but the remaining land is an undeveloped pine forest upland. The land is completely with a State-designated Priority Habitat Area for rare species.

The owners have been approved to receive a MA Conservation Land Tax Credit for this proposed CR conveyance, owing to the significance of the property's conservation values. As we have done before and because of tax credit procedures, the CR will be initially donated to the Compact of Cape Cod Conservation Trust (the Compact) and after a one-year curing period, the CR ownership will be transferred to WCT. To receive the tax credit, the owners must donate the CR to The Compact before the end of the year. The intent of the grant of this CR is to retain the property in its natural condition and has been approved by the MA DOER.

The Wellfleet Conservation Commission has reviewed this CR at their February 18th meeting for the purpose of recommending your approval. You will have written documentation of their recommendation for your approval by the time of the review at the BoS meeting. Upon approval and signature by the Board of

Selectmen (sign on page 16), please return the signature page to me. We will then send the entire CR on to the Secretary of State for Energy and Environmental Affairs for his approval and signature. Finally, the CR will be filed with the Barnstable Land Court. When all processes are completed, we will send a copy of the executed and registered CR to the Conservation Commission for their records.

Please let me know if you need any additional information. I can be reached at 508-349-2162 or by email at dennycoc@comcast.net. Thank you for your assistance.

Sincerely,

R. Dennis O'Connell

R. Dennis O'Connell
President/Trustee

Enclosures: CR

CC: Paula Pariseau, The Compact
Hillary Greenberg-Lemos, Wellfleet Conservation Commission.
Prof. Gerald and Mrs. Nisha Holton

Michaela Miteva

From: Hillary Greenberg Lemos [hillary.lemos@wellfleet-ma.gov]
Sent: Tuesday, February 24, 2015 11:33 AM
To: 'Harry Terkanian'; 'Michaela Miteva'
Subject: Holton CR

Dear Harry and Members of the Board:

I am writing to inform you that the Conservation Commission has reviewed the Conservation Restriction on the Holton property located at 70 Fletcher-Holton Way and recommends it for your approval. It was reviewed on February 18, 2015 during the business meeting.

Yours,
Hillary

Grantor: Fletcher-Holton Way Realty Trust
Grantee: The Compact of Cape Cod Conservation Trusts, Inc.
Property Address: 70 Fletcher-Holton Way, Wellfleet
Grantor's Title: Land Court Certificate No. 190247

CONSERVATION RESTRICTION

Gerald J. Holton and Nisha Holton, as Trustees of 70 Fletcher-Holton Way Realty Trust, established under Declaration of Trust dated November 24, 2009 under a Certificate of Trust registered in the Barnstable Land Registry District as Document No. 1,129,747, with an address of 64 Francis Avenue, Cambridge, Massachusetts 02138, their successors and assigns holding any interest in the Premises as hereinafter defined ("Grantor"), as a gift, for no consideration, grants to **THE COMPACT OF CAPE COD CONSERVATION TRUSTS, INC.**, a Massachusetts charitable corporation with an office at 3220 Main Street #2B, Barnstable, MA 02630 and a mailing address of P.O. Box 443, Barnstable, MA 02630 ("Grantee"), with quitclaim covenants, IN PERPETUITY and exclusively for conservation purposes, the following described **CONSERVATION RESTRICTION**, on the entirety of two parcels of registered land, totaling approximately 7.02 acres, located in the Town of Wellfleet, County of Barnstable, Commonwealth of Massachusetts, said land being described in Exhibit "A" and shown on Exhibits "A-1" and "A-2", all of which are attached hereto, said land hereinafter referred to as the "Premises."

Purposes: This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. Its purpose includes to protect the pine upland habitat located on the Premises; and to assure that the Premises will be retained in perpetuity substantially in its natural, scenic and open condition as set forth herein; and to prevent any use that would materially impair or interfere with the conservation values of the Premises. The conservation of the Premises will yield a significant public benefit because the Premises' protection will advance the following policies and objectives:

WHEREAS, The Massachusetts Endangered Species Act, M.G.L. c. 131A protects rare species and their habitats, and the Massachusetts Natural Heritage and Endangered Species Program ("MNHESP") has designated as Priority Habitats the known geographical extent of habitat for state-listed rare plant and animal species; and,

WHEREAS, in 2010, the Massachusetts Department of Fish and Game and The Nature Conservancy's Massachusetts Program published a report entitled *BioMap2: Preserving the Diversity of Massachusetts in a Changing World*, which identified Core Habitat areas "critical for the long-term persistence of rare species and other Species of Conservation Concern, as well

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as a wide diversity of natural communities and intact ecosystems across the Commonwealth”; and,

WHEREAS, in 2003, the Statewide Land Conservation Plan was drafted, which identifies the most significant available, undeveloped and unprotected open space lands needed to protect, among other things, biodiversity habitats; and the Premises is identified as such land; and,

WHEREAS, in July 1991 the Barnstable Assembly of Delegates, pursuant to the Cape Cod Commission Act (Chapter 716 of the Acts of 1989), adopted a *Regional Policy Plan*, amended in 1996, 2002 and 2009, which provided, *inter alia* (references are to the 2009 Plan):

- Wildlife and Plant Habitat Goal to “prevent loss or degradation of critical wildlife and plant habitat...and to maintain existing populations and species diversity” (WPH1);
- Open Space and Recreation Goal to “preserve and enhance the availability of open space that provides wildlife habitat...and protects the region’s natural resources and character” (OS1) stating that priority should be given “to the protection of significant natural and fragile areas as identified on the Cape Cod Significant Natural Resource Areas map;” and,

WHEREAS, the *Regional Policy Plan* includes a Significant Natural Resources Areas Map, which shows, among other things, priority natural communities, wetlands, and critical upland areas; and,

WHEREAS, in 2003, The Compact of Cape Cod Conservation Trusts, Inc. completed its *Cape Cod Wildlife Conservation Project* (“Wildlife Project”), a wildlife habitat analysis and parcel ranking for all vacant or underdeveloped parcels on Cape Cod, Massachusetts; and,

WHEREAS, in 2008, the Town of Wellfleet produced an updated *Local Comprehensive Plan*, which identified conservation goals and objectives, including an *Open Space* Goal of preserving and enhancing the availability of open space to provide wildlife habitat, recreation opportunities, and protect the natural resources, scenery, and character of the Town; and,

WHEREAS, in 2005, the Town of Wellfleet developed an *Open Space and Recreation Plan*, updating and revising its 1992 and 1998 plans, “incorporating goals of protecting natural resources, conserving open space and providing a varied recreation program” by, among other things, identifying the town’s natural resource needs and establishing goals, including: acquiring, retaining and protecting a maximum of open space for the community and its natural and wildlife habitats (p.122); and,

WHEREAS, the 2005 *Open Space and Recreation Plan* further identified criteria for “Areas of Concern for Land Conservation,” including rare species habitat; and,

WHEREAS, the Town of Wellfleet has adopted a Conservation Restriction Program, consisting of policies and guidelines approved by the Board of Selectmen, Board of Assessors and Conservation Commission in 1989, which encourage the use of conservation restrictions in perpetuity as a means of “protecting water resources and clean air, preserving open space, forest lands, and natural habitat of fish, wildlife or plants and providing scenic enjoyment, outdoor recreation and education of the public;” and,

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WHEREAS, the Town identified, among other things, the following purposes which a conservation restriction can help to fulfill:

- To prevent the cutting of trees;
- To preserve important natural habitats;
- To prevent or limit construction in areas of natural resource value; and,

WHEREAS, preservation of the Premises satisfies each of these enumerated objectives because the Premises:

1. is comprised of pine forest upland;
2. lies 100% within an MNHESP Priority Habitat Area for rare species;
3. lies 100% within a BioMap2 Core Habitat Area;
4. lies 100% within a Significant Natural Resources Area of the Regional Policy Plan;
5. lies approximately 90% within the Statewide Land Conservation Plan;
6. is ranked "High" for habitat protection priority in the Cape Wildlife Project;
7. maintains the Town of Wellfleet's rural character; and,
8. is a substantial contributing element to the overall scenic and historic character of the area by adding to and maintaining the land predominantly in its natural condition; and,

WHEREAS, accordingly, the Premises possess significant open, natural, and scenic values (collectively, "conservation values") of great importance to the Grantee and the people of Wellfleet and the Commonwealth of Massachusetts; and,

WHEREAS, accordingly, the Premises constitutes a significant natural area which qualifies as a "...relatively natural habitat of wildlife, or plants, or similar ecosystem," and protection of the Premises will meet the requirements of Section 170(h)(4)(A)(ii) of the Code; and,

WHEREAS, accordingly, protection of the Premises will preserve open space pursuant to clearly delineated Federal, State and local government policies and will yield a significant public benefit, and will therefore meet the requirements of Section 170(h)(4)(A)(iii)(II) of the Code; and,

WHEREAS, the Town of Wellfleet has in recent years come under increasing pressure for development, and such development can destroy or otherwise severely impact the open character, natural resources, and scenic beauty of the area; and,

WHEREAS, the Grantee is a publicly-supported, tax-exempt non-profit organization whose primary purpose is to preserve and conserve natural areas for aesthetic, scientific and educational purposes; and,

WHEREAS, the Grantee has received a letter from the Internal Revenue Service, dated August 14, 2009, a copy of which is on file at the offices of the Grantee, to the effect that said Grantee is not a private foundation within the meaning of Section 509(a) of the Code;

WHEREAS, the Grantor intends, as owner of the Premises, to convey to the Grantee the right to preserve and protect the above-mentioned conservation values of the Premises in perpetuity; and,

WHEREAS, the Grantee agrees by accepting this grant to honor the intentions of the Grantor

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stated herein and to preserve and protect in perpetuity the above-mentioned Conservation Values of the Premises for the benefit of this generation and the generations to come.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, the Grantor and the Grantee voluntarily agree that the CONSERVATION RESTRICTION described herein is an appropriate means to achieve the community's open space goals and objectives.

The terms of this Conservation Restriction are as follows:

A. Prohibited Uses. Except as to reserved rights set forth in Section B below, the Grantor will not perform or permit others to perform the following acts or uses, which are prohibited on, above and below the Premises:

1. Construction or placing or allowing to remain of any temporary or permanent building, structure, facility or improvement, including but not limited to any dwelling unit or habitable living space, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, antenna, tower, windmill, water tower, water storage tank, well, or other structure or facility on, under or above the Premises;
2. Mining, excavating, or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit from the Premises;
3. Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree cuttings generated off-site, waste or other substance or material whatsoever;
4. Cutting, removing or otherwise destroying trees, grasses or other vegetation;
5. Activities detrimental to drainage, water or soil conservation, erosion control or the quality of surface or ground water;
6. Any commercial recreation, commercial agriculture, or business or industrial use; any animal husbandry or horse paddocking or stables, paddocks, grazing areas or enclosures and the storage or dumping of manure or other animal wastes;
7. Hunting or trapping;
8. The use, parking or storage of motorcycles, motorized trail bikes, snowmobiles and all other motor vehicles, except as necessary by police, firemen or other governmental agencies in carrying out their lawful duties;
9. Conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the intent to keep the Premises in single ownership;
10. All development rights in the Premises are terminated and extinguished by this

Restriction, and the Premises may not be used for the purpose of calculating the amount of Grantor's or any other land available for additional subdivision or calculating the building requirements on this or any other land owned by the Grantor or any other person; and,

11. Any use inconsistent with conservation or any other use of the Premises which will materially impair its conservation values or purposes.

B. Reserved Rights. The following uses and activities are permitted, but only if such uses and activities do not materially impair the purposes of this Restriction:

1. Building Envelope: It is the Grantor's intention to maintain the existing single-family house and studio on the Premises and that such structures be located only within the Building Envelope. The Building Envelope, as defined in Exhibit A and shown on Exhibit A-2, to be recorded herewith, encompasses only a portion of the Premises and the specifications of said structures and accessories within said Building Envelope, and other rights of the Grantor within the Building Envelope, are as follows:
 - a. (i) Grantor has the right to use the area within the Building Envelope for residential purposes as permitted under applicable land use regulations, and the right to use, maintain, renovate, reconstruct, replace, relocate or reconfigure the existing approximately 2,275 square-foot single family house and 555 square-foot studio located within the Building Envelope; provided, however, the total gross floor area of structures used for residential purposes, including any accessory structures, whether now existing or as such existing structures may be renovated, reconstructed, replaced, relocated or reconfigured, shall be limited to a total of three thousand (3,000) square feet in the aggregate, including any principal dwelling and any space within an accessory structure. Gross floor area for the purposes of this Conservation Restriction shall be defined as the sum of the gross horizontal area of the several floors of all buildings on the Premises, as measured from the exterior face of exterior walls, without deduction for hallways, stairs, closets, thickness of walls, columns or other features. Portions of attic, basement, garage or other outbuilding spaces which are, or can be made, capable for being used for human occupancy, including living, sleeping, cooking, eating or heated storage purposes, and all accessory structures, shall be included in the calculation of total gross floor area. The height of any structure shall be limited to twenty-eight feet (28') above the existing topography, which is the limit under current zoning. Any construction work, including temporary placement of excavated fill, must be conducted without intrusion beyond the Building Envelope.
 - (ii) In the event of a new or expanded principal dwelling being constructed under the provisions of this Paragraph B.1., Grantor agrees to submit to the Grantee sufficient plans and other materials necessary for the Grantee to make an informed judgment as to the size of gross floor area

and location (only) of the single-family dwelling, studio and any outbuildings within the parameters given in this Paragraph B.1.;

- b. Grantor has the right to use, maintain, replace, rebuild, expand, demolish, relocate or otherwise reconfigure the existing single-family dwelling, subject to the provisions of Paragraph B.1.a. above; in the event Grantor builds a new dwelling, Grantor agrees to remove any existing dwelling from the Premises within six (6) months of the issuance of the occupancy permit for the new dwelling;
 - c. Grantor has the right to use the Building Envelope for other accessory residential purposes, including the erection, maintenance and use of garages, sheds or other detached outbuildings, in-ground swimming pool so long as any such structure (i) is not attached to the single family dwelling or studio, and (ii) does not contain habitable space;
 - d. Grantor has the right to build and maintain wells, septic systems, drainage systems and underground utilities within the Building Envelope provided such systems or utilities specifically are built and maintained to serve the dwelling and studio (as they exist now or as they may be modified or reconstructed under the terms of this Paragraph B.1.); and provided further, however, that in the event a qualified engineer or local regulatory authority determines that any portion of said utilities and systems cannot be sited within the Building Envelope, owing to soil or hydrogeological conditions, and so certifies said opinion in writing to the Grantee, then that portion may be located outside of the Building Envelope;
 - e. Grantor has the right to place solar panels flat on the roof of the principal dwelling structure;
 - f. Grantor has the right to use, maintain, and create a lawn or formal or cultivated gardens of fruits, vegetables, flowers or other plants within the Building Envelope and the right to plant and maintain any trees or shrubs within the Building Envelope;
- 2. The installation of temporary and permanent boundary monuments delineating the Premises; and the erection and maintenance of small signs with respect to hunting, trespass, identity of Grantor and Grantee, the protected conservation values, and similar signs, so long as such signage is consistent with the purposes of this Conservation Restriction. Signage will be subject to any applicable regional or local approvals;
 - 3. The creation, modification, use and abandonment of a foot trail, said trail shall not exceed four (4) feet in width and shall not be paved;
 - 4. The erection and maintenance of wooden split-rail or comparable sight-pervious fencing, no more than three (3) feet in height and designed to allow for the passage of small wildlife, for boundary delineation purposes, and between the

Building Envelope and the remainder of the Premises;

5. The control and removal of invasive species in a manner designed to affect the targeted species and to avoid damage to non-target species and water quality;
6. The collection of dead or downed timber (for personal consumption only) for firewood and maintenance of piles of firewood, provided such piles do not interfere with the conservation objectives of this Conservation Restriction, but not the cutting of live timber for firewood, except live trees and other vegetation may be pruned or cut, in consultation with the Grantee, as necessary to control or prevent an identified disease, infestation or other hazard to the health of the trees, for safety reasons to prevent injury to persons or damage to property, and to create and maintain a trail, all in conformance with accepted silvicultural management practices;
7. The clean-up of trees felled by storms across authorized trails including the orderly stacking of logs resulting from said clean-up, though it is preferred that some deadfall remain as den trees;
8. With Grantee's prior written permission, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, and, in consultation with a biologist or MNHESP, rare or endangered species;
9. The right to conduct archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only (a) after written notification to and approval by Grantee, and (b) in accordance with an archaeological field investigation plan prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the MHC State Archaeologist as required by Massachusetts General Laws. A copy of the results of any scientific investigation on the Premises is to be provided to the Grantee. Plans for restoration of the site of any archaeological activity shall be submitted to the Grantee in advance of restoration, and such restoration shall be conducted only in accordance with a plan approved by the Grantee;
10. Activities detrimental to archeological and historic resources, including but not limited to earth moving and the alteration of historic stone walls/cellar holes/features shall not be deemed to be detrimental to archeological and historic resources if a description of the proposed activity and its location is submitted in writing with a plan of land (or assessors map) and a USGS map with the Premises outlined thereon, to Massachusetts Historic Commission ("MHC") and MHC issues a letter stating that the proposed activity is not within a resource area or is determined to not have an adverse effect on said resources. Grantor and Grantee shall make every reasonable effort to prohibit any person from conducting archeological field investigations including metal detecting, digging or artifact collecting, without MHC approval;
11. The use and maintenance of the existing dirt drive in its present location between the eastern boundary of the Premises and the existing single-family dwelling, in

an unpaved, pervious condition. With the prior written approval of Grantee, said drive may be relocated; provided, however, any portion of the existing driveway to be abandoned for such use shall be allowed to revert to and may be restored to a native habitat;

12. The Premises may be used, only as reasonably necessary, for the purpose of calculating the minimum amount of land necessary to maintain said residential lot as a buildable lot in compliance with zoning and all other laws and regulations of the Town of Wellfleet; and,
13. Any work undertaken in conjunction with the reserved rights mentioned above in this Section B. shall seek to minimize disturbance within the Premises. Upon completion of any site work performed in conjunction with this Section B., any disturbed areas shall be restored substantially to match the conditions with respect to soil material, grade, and vegetated ground cover that existed prior to said work.

The exercise of any right or obligation reserved by the Grantor under this Section B shall be in compliance with all permitting requirements, the then-current Zoning By-Laws of the Town of Wellfleet, and all other applicable federal, state and local law. The inclusion of any reserved right in this Section B requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position on whether such permit should be issued.

C. Notice and Approval. Whenever notice to or approval by the Grantee is required under the provisions herein, the Grantor shall notify the Grantee in writing, by a method requiring receipt, not less than sixty (60) days prior to the date the Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes and performance standards of this Restriction. Where the Grantee's approval is required, the Grantee shall grant or withhold its approval in writing within sixty days (60) days of receipt of the Grantor's written request therefore. Failure of Grantee to deliver a written response to Grantor in accordance with the prescribed timeframe shall be deemed to constitute written approval by Grantee of any request submitted for approval that is not prohibited or contrary to the express restrictions hereof and will not materially impair the purposes of this Conservation Restriction, provided that Grantor's request sets forth in substance the provisions of this section relating to deemed approval after the passage of time.

D. Extinguishment. If circumstances arise in the future such as to render the purpose of this Conservation Restriction impossible to accomplish, this Conservation Restriction can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then the Grantee, on a subsequent sale, exchange or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Section D.1. below, subject, however, to any applicable law that expressly provides for a different disposition of the proceeds or to the terms of any gift, grant, or funding requirements. The Grantee shall use its share of the proceeds in a manner consistent with

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the conservation purposes set forth herein.

D.1. Proceeds. The Grantor and the Grantee agree that donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the gift, bears to the value of the entire property as unencumbered at that time. For the purposes of this Section, the ratio of the value of this Conservation Restriction to that value of the Premises unencumbered by this Conservation Restriction shall remain constant. To establish this proportionate value, Grantor shall provide Grantee with a complete copy of any qualified appraisal performed for Grantor (at the time of donation of this Conservation Restriction) as required under Internal Revenue Code Sec. 170(h).

D.2. Grantor/Grantee Cooperation Regarding Public Action. Whenever all or part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee under this Section shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and the Grantee in shares equal to such proportionate value, as noted in Section D.1, above, subject to the terms of any gift, grant or funding requirements. The Grantee shall use its share of the proceeds in a manner consistent with the purposes of this grant.

E. Access. The Restriction hereby conveyed does not grant to the Grantee, to the public generally, or to any other person any right to enter upon the Premises, except as follows: the Grantee and its representatives are granted the right to enter the Premises (a) after reasonable notification, at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance with the provisions of this Restriction; and (b) after thirty (30) days prior written notice, to take any and all actions with respect to the Premises as may be necessary or appropriate, with or without order of court, to remedy, abate or enforce any violation hereof unless the Grantor has prior to the expiration of said thirty (30) days given written notice to the Grantee reasonably addressing all alleged violations and setting forth a reasonable plan to remedy any such alleged violation.

F. Legal Remedies of the Grantee. The rights hereby granted shall include the right to enforce this Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring restoration of the Premises to its condition at the time of this grant (it being agreed that the Grantee shall have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee. Prior to instituting litigation to enforce any violations of this Restriction, however, the Grantee shall first notify the Grantor and request the Grantor to cease the objectionable activity and to remedy the violation; if the violation is not remedied within sixty (60) days, then the parties shall make a good faith effort to mediate the dispute before litigation is commenced. In the event of a dispute over the boundaries of the Premises, the Grantor shall pay for a survey and permanent boundary markers delineating the Premises.

Grantee shall not, however, have the right to bring an action against Grantor with respect to a violation of this Conservation Restriction by trespassers or other third persons whose entry

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on the Property is not authorized or voluntarily acquiesced in by Grantor; Grantor agrees that Grantor will not voluntarily acquiesce in any violation of this Conservation Restriction by trespassers or such other third persons; and Grantor further agrees that, at the request of Grantee, Grantor will make reasonable efforts to deter such activities and to remedy the violation and will cooperate with Grantee to enforce this Conservation Restriction against trespassers and such other third persons.

If Grantee prevails in any action to enforce the terms of this Restriction, the Grantor, its successors and assigns, as the case may be, shall reimburse the Grantee for all reasonable costs and expenses (not including attorney's fees) incurred in enforcing this Restriction or in taking reasonable measures to remedy or abate any violation thereof.

The Grantor, its successors and assigns shall each be liable under this Section for only such violations of this Restriction as may exist during its respective periods of ownership of the Premises. By their acceptance, the Grantee does not undertake any liability or obligation relating to the condition of the Premises, including with respect to compliance with hazardous materials or other environmental laws and regulations, or for acts not caused by the Grantee or its agents. Enforcement of the terms of this Restriction shall be at the discretion of the Grantee, and any election by the Grantee as to the manner and timing of its right to enforce this Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

G. Acts Beyond Grantor's Control. Nothing contained in this Restriction shall be construed to entitle the Grantee to bring any action against the Grantor, for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including, but not limited to, fire, road drainage, flood, storm, natural erosion, or from any prudent action taken by the Grantor, under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. Notwithstanding the foregoing, nothing herein shall preclude Grantor's and Grantee's rights to pursue any third party for damages to the Premises from vandalism, trespass, or any other violation of the terms of this Restriction.

H. Duration and Assignability. The burdens of this Restriction shall run with the Premises in PERPETUITY and shall be enforceable against the Grantor, its successors and assigns holding any interest in the Premises. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Restriction; and the Grantor on behalf of its successors and assigns, appoints the Grantee as its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instrument upon request.

The benefits of this Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances from time to time:

- (i) as a condition of any assignment, the Grantee requires that the purpose of this Restriction continue to be carried out,
- (ii) the assignee, at the time of assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations

- thereunder, and under Section 32 of Chapter 184 of the General Laws as a donee eligible to receive this Restriction directly; and,
- (iii) the Grantee complies with the provisions required by Article 97 of the amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

I. Subsequent Transfers. The Grantor agrees to incorporate by reference the terms of this Restriction in any deed or other recordable legal instrument by which Grantor conveys any interest in all or a portion of the Premises, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to the Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. Failure of the Grantor to do either shall not impair the validity of this Restriction or limit its enforceability in any way.

J. Termination of Rights and Obligations. Notwithstanding anything to the contrary contained herein, the rights and obligations under this Restriction of any party holding an interest in the Premises terminate upon transfer of that party's interest, except that liability for acts or omissions occurring prior to the transfer, and liability for the transfer itself if the transfer is a violation of this Restriction, shall survive the transfer.

K. Estoppel Certificates. Upon request by the Grantor, the Grantee shall, upon twenty (20) days notice, execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Restriction, and which otherwise evidences the status of this Restriction as may be requested by the Grantor.

L. Amendment. If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, the Grantor, their successors and assigns and the Grantee may by mutual consent amend in writing any term or provision hereof provided that this Conservation Restriction as thus amended complies with the then-applicable requirements of Massachusetts General Law, Chapter 184, Sections 31-33; Internal Revenue Code of 1986 Section 170(h), as amended; and the Conservation Restriction Program of the Town of Wellfleet, or any successors thereto, and, if applicable, Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts; and provided that any such amendment, together with any approvals necessary to its effectiveness, including that of the Massachusetts Secretary of Energy and Environmental Affairs, shall be recorded with the Barnstable Land Registry District. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not diminish the conservation values of the Premises, and shall not affect its perpetual duration. The Grantor and Grantee agree that they will not grant or accept any conveyance that will result in merger.

M. Non-Merger: The parties intend that the doctrine of merger shall not apply to this conveyance, and that no transfer of Grantor's or Grantee's interest in the Premises and no acquisition of any additional interest in the Premises by Grantor or Grantee shall cause this Conservation Restriction to merge with the fee or have the effect of causing any of the terms hereof to be rendered unenforceable by reason of the so-called doctrine of merger. No deed shall be effective until this Conservation Restriction has been assigned or other action taken to avoid a merger and preserve the terms and enforceability of this Conservation Restriction by a non-fee

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owner. It is the intent of the parties that the Premises will be subject to the terms of this Conservation Restriction in perpetuity.

N. Miscellaneous Provisions

- 1) Controlling Law. The interpretation and performance of this Restriction shall be governed by the laws of the Commonwealth of Massachusetts.
- 2) Construction. Any general rule of construction to the contrary notwithstanding, this Restriction shall be liberally construed in favor of its purposes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.
- 3) Severability. If any provision of this Restriction shall to any extent be held invalid, the remainder shall not be affected.
- 4) Entire Agreement. This obligation sets forth the entire agreement of the parties with respect to the Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Restriction, all of which are merged herein.
- 5) Joint Obligation. The obligations imposed by this Restriction upon the parties that together comprise "Grantor" shall be joint and several.
- 6) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

O. Effective Date. Grantor and Grantee intend that the restrictions arising hereunder take effect on the day and year this Restriction is recorded in the official records of the Barnstable Land Registry District, after all signatures required by Section 32, Chapter 184 of the General Laws of Massachusetts have been affixed hereto. This document shall be recorded in a timely manner upon execution by all parties.

P. Homestead. Grantor Trustees Gerald J. Holton and Nisha Holton are married and occupy a seasonal home on the Premises not used or intended to be used as a principal residence of said Trustees or said Trustees' children.

No documentary stamps are required as this Conservation Restriction is a gift.

Attached hereto and incorporated herein are the following:

Signatures:

Grantor – Trustees of 70 Fletcher-Holton Way Realty Trust
Grantee - The Compact of Cape Cod Conservation Trusts, Inc.
Town of Wellfleet Board of Selectmen
Secretary, MA Executive Office of Energy and Environmental Affairs

HOLTON CONSERVATION RESTRICTION
Wellfleet, MA

Exhibits:

A. Legal Description of the Premises

A-1. CR Sketch Plan

A-2. Building Envelope Sketch Plan

B. Baseline Study

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HOLTON CONSERVATION RESTRICTION
Wellfleet, MA

Executed under seal this _____ day of _____, 2015.

Grantor: 70 Fletcher-Holton Way Realty Trust

Gerald J. Holton, Trustee

Nisha Holton, Trustee

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 2015

Then personally appeared the above-named Gerald J. Holton, Trustee of 70 Fletcher-Holton Way Realty Trust, and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the document, and acknowledged the foregoing instrument to be his free act and deed on behalf of said Trust, before me.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 2014

Then personally appeared the above-named Nisha Holton, Trustee of 70 Fletcher-Holton Way Realty Trust, and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the document, and acknowledged the foregoing instrument to be her free act and deed on behalf of said Trust, before me.

Notary Public
My commission expires:

ACCEPTANCE OF GRANT

At a meeting duly held on _____, 2015, The Compact of Cape Cod Conservation Trusts, Inc. voted to accept the foregoing Conservation Restriction from 70 Fletcher-Holton Way Realty Trust.

**THE COMPACT OF CAPE COD
CONSERVATION TRUSTS, INC.**

By: _____
Richard A. Johnston, President

By: _____
Henry Lind, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss. _____, 2015

Then personally appeared the above-named Richard A. Johnston, President, and Henry Lind, Treasurer, of The Compact of Cape Cod Conservation Trusts, Inc., the corporation named in the foregoing instrument, and proved to me through satisfactory evidence of identification, which was personal knowledge of identity, to be the persons whose names are signed on the document and acknowledged they are duly authorized to act on behalf of said corporation, the seal affixed to said instrument is the corporate seal of said corporation, and foregoing instrument to be the free act and deed of the corporation, before me.

Notary Public:
My commission expires:

HOLTON CONSERVATION RESTRICTION
Wellfleet, MA

APPROVAL OF SELECTMEN

At a public meeting duly held on _____, 2015, the Selectmen of the Town of Wellfleet, Massachusetts voted to approve, pursuant to M.G.L. Chapter 184, Section 32, the foregoing Conservation Restriction from Fletcher-Holton Way Realty Trust to the Compact of Cape Cod Conservation Trusts, Inc.

TOWN OF WELLFLEET
BOARD OF SELECTMEN

Paul Pilcher, Chair

Berta Bruinooge

Dennis Murphy, Vice Chair

Jerry Houk

John Morrissey, Clerk

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss. _____, 2015.

Then personally appeared the above-named _____, Chairman of the Town of Wellfleet Board of Selectmen, and proved to me through satisfactory evidence of identification, which was personal knowledge of identity, to be the person whose name is signed on the document and acknowledged the foregoing instrument to be his/her free act and deed on behalf of said Town of Wellfleet Board of Selectmen, before me.

Notary Public
My commission expires:

HOLTON CONSERVATION RESTRICTION
Wellfleet, MA

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of the Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from Fletcher-Holton Way Realty Trust to the Compact of Cape Cod Conservation Trusts, Inc. has been approved in the public interest pursuant to M.G.L. Chapter 184, Section 32. Said approval is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

Date: _____, 2015.

_____, Secretary
Executive Office of Energy and
Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. _____, 2015.

Then personally appeared the above-named _____, Secretary, Executive Office of Energy and Environmental Affairs, and proved to me through satisfactory evidence of identification, which was personal knowledge of identity, to be the person whose name is signed on the document and acknowledged to me that s/he signed it voluntarily as Secretary of Energy and Environmental Affairs for the Commonwealth of Massachusetts, for its stated purpose.

Notary Public
My commission expires:

HOLTON CONSERVATION RESTRICTION
Wellfleet, MA

CONSERVATION RESTRICTION
on Land owned by
Fletcher-Holton Way Realty Trust
in Wellfleet, Massachusetts

EXHIBIT A
Description of the Premises

The Premises subject to this Conservation Restriction is located in the Town of Wellfleet, County of Barnstable, Commonwealth of Massachusetts, and comprises approximately 7.02 acres of land, more or less, and is all of the land shown as **Lot A-13 on Land Court Plan #17425-C** and **Lot A-24 on Land Court Plan #17425-I**, a reduced copy of the latter is attached hereto as a sketch on Exhibit A-1 .

Within the Premises is an area entitled Building Envelope, encompassing approximately 0.43 acres, more or less, within which certain reserved rights are permitted under this Conservation Restriction which are not otherwise permitted on the remainder of the Premises. The Building Envelope further is identified on a sketch prepared by Slade Associates, Inc. entitled "Plan of Land in Wellfleet Showing a Building Envelope on Lot A13 as shown on L.C.P. No. 17425C and Lot A24 as shown on L.C.P. No. 17425I," dated November 7, 2014, which sketch is attached hereto as Exhibit A-2, to be recorded herewith. The lines dividing the Building Envelope from the remainder of the Premises are shown as dashed lines on said sketch.

For Grantor's title, see Land Court Certificate #190247.

Street Address: 70 Fletcher-Holton Way, Wellfleet MA.

Town of Wellfleet Assessor's Map 23 Parcel 208.4

EXHIBIT A-1
SKETCH OF THE PREMISES
Lot A-13 on Land Court Plan #17425-C
Lot A-24 on Land Court Plan #17425-I

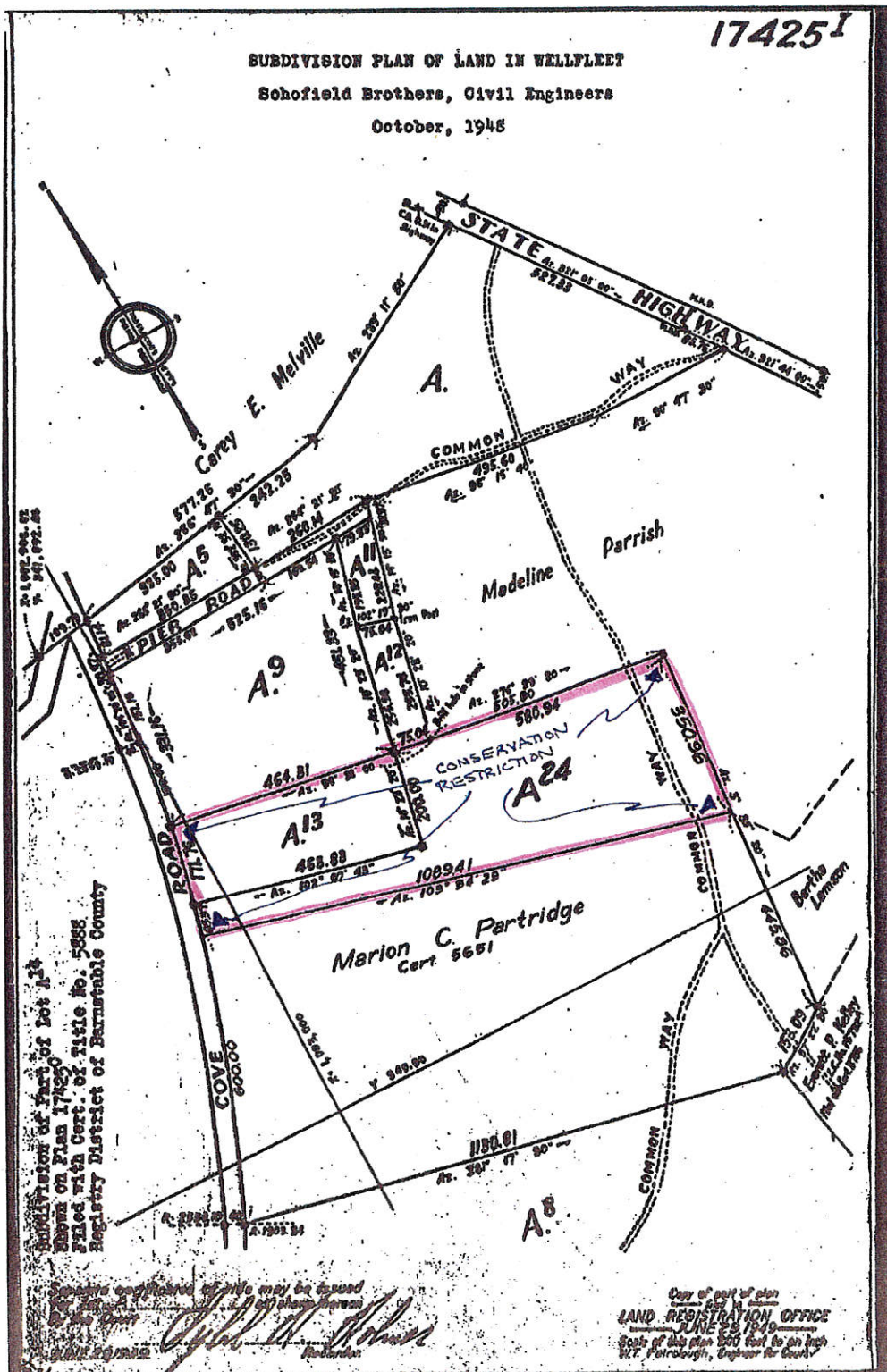
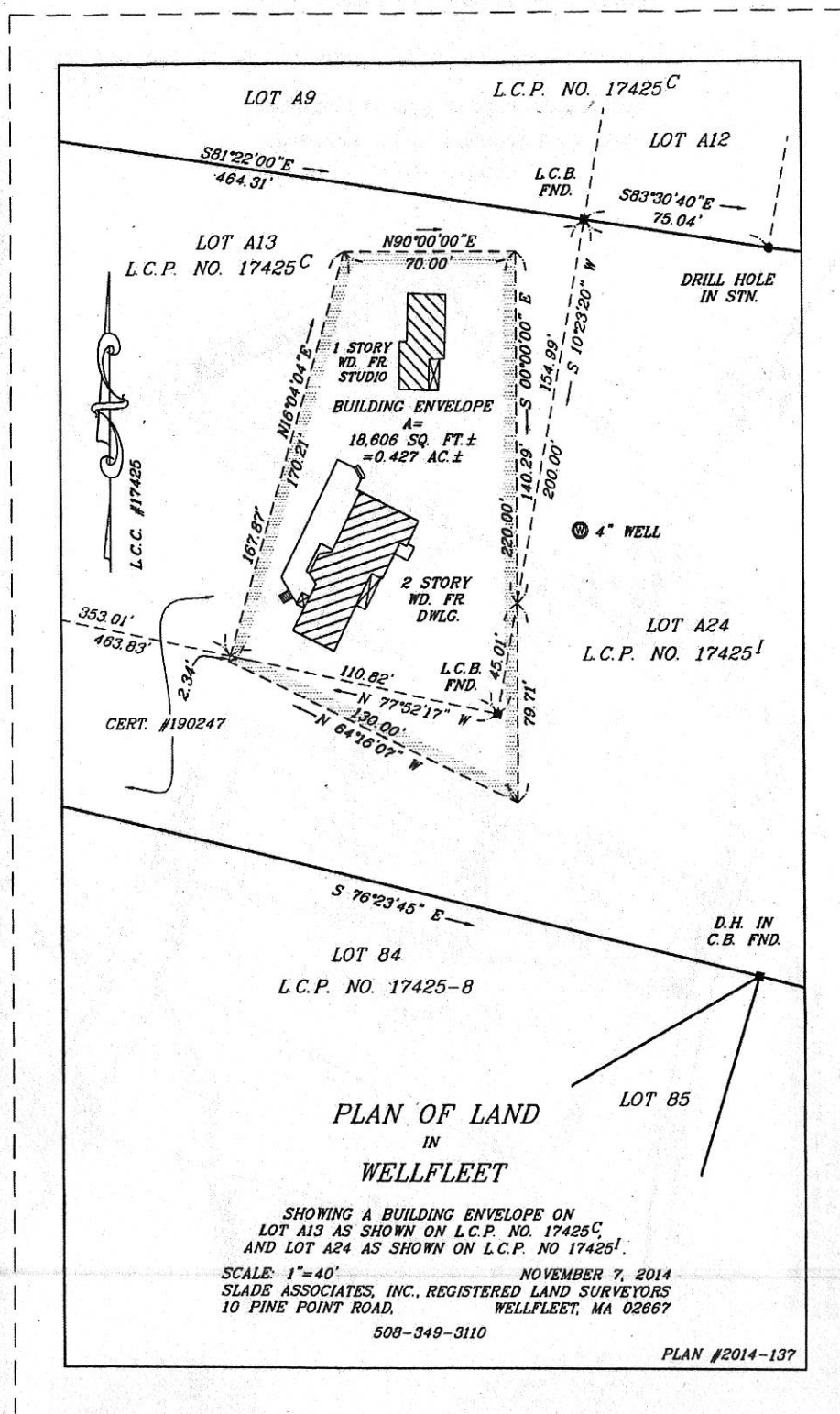


EXHIBIT A-2
SKETCH OF THE BUILDING ENVELOPE



TRUSTEE CERTIFICATE

70 Fletcher-Holton Way Realty Trust was established under a Declaration of Trust dated November 24, 2009 and is currently in full force and effect and has not been revoked.

The current Trustees are Gerald J. Holton and Nisha Holton.

The Trustees are the same as aforementioned and have not resigned and insofar as it may be required by the instrument, the beneficiaries consented to the conveyance of a conservation restriction on the aforesaid property for no consideration to The Compact of Cape Cod Conservation Trusts, Inc. on or about the ____ day of _____ 2015.

The beneficiaries are of full age and competent.

Grantor: 70 Fletcher-Holton Way Realty Trust

Gerald J. Holton, Trustee

Nisha Holton, Trustee

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 2015

Then personally appeared the above-named Gerald J. Holton, Trustee of 70 Fletcher-Holton Way Realty Trust, and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the document, and acknowledged the foregoing instrument to be his free act and deed on behalf of said Trust, before me.

Notary Public

My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 2015

Then personally appeared the above-named Nisha. Holton, Trustee of 70 Fletcher-Holton Way Realty Trust, and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the document, and acknowledged the foregoing instrument to be her free act and deed on behalf of said Trust, before me.

Notary Public

My commission expires:

To: Board of Selectmen
CC: Harry Terkanian, Town Administrator
Date: February 25, 2015
Re: fee parking at ocean beaches for Oysterfest

Traditionally, three ocean beach parking lots are used for parking at Oysterfest, Newcomb Hollow, White Crest and Maguire's Landing. Last summer, there were approximately 675 lined parking spaces at these three locations. There will be fewer this year because the asphalt needs to be cut back at Newcomb Hollow and Maguire Landing to provide access to the beaches and I have not yet discussed with the DPW Director his thoughts on White Crest.

Cost of putting personnel out to collect parking fees for Oysterfest 2015

- Because the weekend will be busy, I would recommend two people at each beach location.
- The Fest begins at 10am so personnel would work a 9 to 4 pm shift.
- I would prefer to put experienced Beach personnel out there if they are available and to pay them their regular hourly salary which averages at \$15/hour.
- Two people per beach x three beaches times 2 days is 12 shifts to cover.
- $12 \text{ shifts} \times 7 \text{ hours} \times \$15.00 = \$1260$
- We will need receipts for this and if it is decided upon, I can order them when I order the Beach Daily Parking hangtags so that we would have them on hand. The cost per hangtag when bought along with the summer hantags is \$.10/hangtag.

Potential Income

- Parking areas close to Town such as the churches, Wellfleet Marine and Mac's Shack charge \$20.00 to park for Oysterfest.
- I recommend charging \$10.00 per vehicle for parking during Oysterfest Weekend. This is half of what the local private lots charge and \$5.00 less than the Marina charges.
- If we assume we have 600 viable parking spaces x 1 turnover = 1200 x two days x \$10.00/vehicle, there is a potential income of \$24,000 for the weekend and probably more if there are additional turnovers.

| | |
|-------------------|------------|
| Potential Revenue | \$24,000 |
| Wages | (\$ 1,260) |
| Hangtags | (\$ 200) |

| | |
|----------------|----------|
| After expenses | \$22,540 |
|----------------|----------|



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New Standard Mileage Rates Now Available; Business Rate to Rise in 2015

IR-2014-114, Dec. 10, 2014

WASHINGTON — The Internal Revenue Service today issued the 2015 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on Jan. 1, 2015, the standard mileage rates for the use of a car, van, pickup or panel truck will be:

- 57.5 cents per mile for business miles driven, up from 56 cents in 2014
- 23 cents per mile driven for medical or moving purposes, down half a cent from 2014
- 14 cents per mile driven in service of charitable organizations

The standard mileage rate for business is based on an annual study of the fixed and variable costs of operating an automobile, including depreciation, insurance, repairs, tires, maintenance, gas and oil. The rate for medical and moving purposes is based on the variable costs, such as gas and oil. The charitable rate is set by law.

Taxpayers always have the option of claiming deductions based on the actual costs of using a vehicle rather than the standard mileage rates.

A taxpayer may not use the business standard mileage rate for a vehicle after claiming accelerated depreciation, including the Section 179 expense deduction, on that vehicle. Likewise, the standard rate is not available to fleet owners (more than four vehicles used simultaneously). Details on these and other special rules are in [Revenue Procedure 2010-51](#), the instructions to [Form 1040](#) and various online IRS publications including [Publication 17](#), Your Federal Income Tax.

Besides the standard mileage rates, [Notice 2014-79](#), posted today on IRS.gov, also includes the basis reduction amounts for those choosing the business standard mileage rate, as well as the maximum standard automobile cost that may be used in computing an allowance under a fixed and variable rate plan.

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Page Last Reviewed or Updated: 10-Dec-2014



TOWN OF WELFLEET

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

To: Board of Selectmen
From: Harry Sarkis Terkanian, Town Administrator
Subject: Town Administrator's Report
Date: March 20, 2015

This report is for the period March 6, 2015 through March 19, 2015.

- 1 The primary focus during this report period has been on finalizing the fiscal 2016 budgets and the annual town meeting and annual town election warrants. Budgets have been revised as estimates are improved. Changes to the warrant as recommended by counsel and bond counsel have been made.
- 2 FY 2015 Operating Budget. The snow removal deficit is now approximately \$178,000 and there are some additional expenses which we will need to fund at Town Meeting.
- 3 Additional Meetings. Building and Needs Assessment on March 9th to review status of construction projects. Met with the accountant, treasurer and the Town's financial advisor to plan for borrowing needs on March 10th. Finance Committee on March 11th and March 16th. Cape Cod Managers meeting on March 12th. Nauset Regional School Committee on March 12th. Shellfish Constable re gear height, gear inspection and winter gear removal on March 12th. Assistant DPW Director and George Reilly re town hall landscaping on March 17th. Suzanne Thomas and Todd LeBart re use of the Cahoon Hollow lot on March 18th. Rae Ann Palmer on March 19th to discuss possible regionalization opportunities with Truro. Collective bargaining sessions on March 13th and 19th.
- 4 DPW. 2010 pavement management plan reviewed and update proposal reviewed and approved. Update will be funded with Chapter 90 funds.
- 5 DPW. Lieutenants Island Bridge. Contract for an engineering assessment for the bridge signed.
- 6 Personnel Matters:
 - a. Administrative actions:
 - i. Interviews have been conducted for the Assistant Health & Conservation Agent position.
 - b. Current employment vacancies (Charter 5-3-2 (i)):
 - i. Building – Building Inspector is part time.

Town of Wellfleet Committee Vacancies

Date: March 19, 2015
To: Harry Terkanian
From: Jeanne Maclauchlan
Re: Appointments to Town Boards

The following provides the appointing authority with a comprehensive view of vacant positions on each Town Board. Each identifies the amount and type of positions that are vacant, the authority for making the appointment, the length of the term and the number of applications requesting consideration to fill a vacancy.

Barnstable Human Rights Commission (1 Wellfleet Representative)

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

Bike & Walkways Committee (5 Members)

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

Board of Health (5 members)

| | | |
|---|----------------------|------------------------------|
| Vacant Positions | Appointing Authority | Length of Term |
| 1 Position | Board of Selectmen | 6/30/2015 (to complete term) |
| Requesting Appointment: One application on file. | | |

Building and Needs Assessment Committee (5 Members)

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

Cable Advisory Committee (5 Members)

| | | |
|--|----------------------|----------------|
| Vacant Positions | Appointing Authority | Length of Term |
| 1 Position | 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 |
| 4 Positions | Board of Selectmen | 3 years |
| Requesting Appointment: No applications on file. | | |

Council on Aging (at least 11 Members)

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

Cultural Council (no more than 22 members)

Vacant Positions Appointing Authority
11 positions Board of Selectmen
Requesting Appointment: No application on file.

Length of Term
3 years

Energy Committee (11 members total)

Vacant Positions Appointing Authority
2 (Alternate) Positions Board of Selectmen
Requesting Appointment: **One application on file.**

Length of Term
6/2015 (to complete term)

Herring Warden (1 Warden, 1 Assistant Warden)

Vacant Positions Appointing Authority
1 Assistant Position Board of Selectmen
Requesting Appointment:

Length of Term
3 years

Historical Commission (7 Members)

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

Length of Term
6/2015 (to complete term)

Personnel Board (4 Community Members)

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

Length of Term
6/30/2015 (to complete term)

Recycling Committee (Up to 11 Members)

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

Length of Term
3 years

Shellfish Advisory Board (7 Members, 2 Alternates)

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

Length of Term
3 years

Wastewater Planning Committee (7 Members)

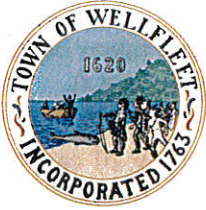
Vacant Positions Appointing Authority
2 Positions Board of Selectmen
Requesting Appointment: No applications on file.

Length of Term
3 years

Zoning Board of Appeals (5 Members 4 Alternates)

Vacant Positions Appointing Authority
1 Alternate Position Board of Selectmen
Requesting Appointment: **One application on file.**

Length of Term
6/30/2015 (to complete term)



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**Wellfleet Board of Selectmen
Minutes of March 10, 2015
Wellfleet Senior Center**

Present: Paul Pilcher, Chairman, Dennis Murphy, Berta Bruinooge, John Morrissey, Town Administrator Harry Sarkis Terkanian and Assistant Town Administrator Brian Carlson

Regrets: Jerry Houk

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

Terkanian Announced:

- Proposed maps with locations of rumble strips on Route 6 have been posted online.
- The preliminary design alternatives of Route 6/Main Street project have been posted online.
- Rabies clinic for Wellfleet and Truro residents will be held on March 21, 2015 9:00 am to 11:00 am at Ark Angel Animal Hospital (1532 Route 6, Wellfleet, MA 02667).
- Beach concessions RFP has been advertised and posted online with deadline for proposal submissions March 27, 2015.

Suzanne Thomas announced an informational session "Burglars Not Welcomed" to be held at the COA on Thursday March, 12, 2015 from 9:30 am to 11:00 am.

Appointments

Police Chief Ronald Fisette recommended the proposed appointments¹ for Special Police Officers.

MOTION 215-098: Morrissey moved and Murphy seconded to appoint Marc Spigel, Mark Braun, Bryan Dufresne and Andi Williams as Special Police Officers with terms from May 1, 2015 to June 30, 2016. The motion passed 4-0.

Public Hearing(s) [7:05]

Pilcher opened the public hearing on the Chamber of Commerce sign at the Marina at 7:05 pm. He explained that this matter has been previously discussed and the subject of this discussion is relocation of the sign. Mac Hay from the audience wanted to know the exact re-location site because of possible complications with land swap ownership. There were no further comments and Pilcher closed the public hearing at 7:08 pm. The selectmen did not further discuss this matter and a motion to relocate the sign was not offered.

Use of Town Property

Terkanian presented the request of Fitzgerald to use part of Kendrick Avenue during a septic system installation. Bruinooge wanted to know if previously a fee has been assessed for such instances. She strongly supported the Health and Conservation's agent requirement for pictures before and after the project. Murphy suggested a refundable fee bond if the conditions are met.

MOTION 215-099: Murphy moved and Morrissey seconded to approve the request of Fitzgerald to use part of Kendrick Ave during a septic system installation contingent on providing proof of insurance and

\$1,000 bond fee refundable upon restoration of all disturbed area based on pictures taken before and after the project and to the satisfaction of the Conservation Commission. The motion passed 4-0.

No action was taken on the request of Abigail E. Hackner for parking approximately 20 cars in the Town Hall parking lot on Saturday, May 30 from 2 PM to 8 PM for wedding because the parking spaces cannot be guaranteed, but the Selectmen did not object the use of the parking lot if the people could find spaces.

MOTION 215-100: Bruinooge moved and Morrissey seconded to approve the request of American Legion Post 287 to use the front and side of Town Hall lawn on Monday, May 25, 2015 from 8 am to 11 am for Memorial Day Service; nonprofit – fee exempt. The motion passed 4-0.

Business

Discussion and possible amendments to fee schedule for use of Town property

Pilcher said that this topic has been discussed at a public hearing on February 24, 2015 and this will not be a hearing and the public will have limited opportunity to comment. He talked about three options to approach this matter: 1) Tax on vendors; 2) Percentage of the admission fees to be paid to the Town; and 3) Differential of Use of Town Property fees per day per site.

Fred Richards from the public talked in favor of SPAT and against changes in the fee schedule. Sylvia Smith wanted to know when the fee would be enacted. Pilcher responded that the fee change will take effect immediately after voted. Sylvia Smith then wanted to also know if the new fees would specifically be set for Oysterfest. Picher explained the background behind the proposed fees schedule change for events that charge admission fees, not just for OysterFest. Stephen Polowczyk had a suggestion to possibly have the collected fees going to the Marina Enterprise Fund to offset dredging costs. Jody Birchall, affiliated with SPAT, spoke against the proposed fees change based on the facts that using one nonprofit event as a conduit sets a precedent. She suggested a simplified fee schedule that is user friendly. Alfred Pickard wanted to know if there was any consideration for charging for parking. Mac Hay said that charging a fee to a nonprofit organization is considered a tax and added that this matter has been brought to the attention of the Attorney General. He said that the SPAT's proposal of \$500 per day will account for \$3,000 for the duration of the event. Pilcher responded to Hay by saying that Town Counsel has advised the Board that charging fees for Use of Town Property is within the legal purview of the Selectmen. Pilcher closed the public commentary and opened the discussion to the Selectmen. Murphy said he was inclined to support SPAT's offer for the maximum fee charge of \$500 a day. Morrissey wanted to know where the fees charged for the use of Town property go. Terkanian explained that the fees go to Local Receipts and Town Meeting decided how the funds are appropriated. Morrissey then said that he felt uncomfortable for the Selectmen to decide how the fees for use of Town property are spent. He expressed his position that the tax payers should get compensated for the use of Town property in such a large scale requiring closure of streets and the entire downtown area and Town Hall parking lot. According to him \$500 a day was not sufficient and the fee should be in the \$25,000 range. Pilcher summarized the Selectmen's discussion and proposed accepting the \$500 charge a day per parcel. Morrissey wanted to know what a parcel meant. Terkanian clarified that based on Assessor's Atlas Town Hall is a separate parcel, Preservation Hall is a separate parcel and Main Street could also be considered a separate parcel, but further investigation is needed to confirm this.

MOTION 215-101: Pilcher moved to adopt Use of Town Property fees schedule from \$0 to \$1,000 for nonprofits based on Board's discretion. No one seconded the motion.

Further discussion ensued. Bruinooge suggested tabling the motion pending a clarification of what a parcel means. Morrissey said that the fee should only apply to nonprofits charging fees. Bruinooge wanted

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to see a written motion before voting. Morrissey said that he had drafted a motion and read it. Pilcher agreed that the Selectmen are not ready to take a vote yet. Murphy said that he had no issue with the word parcel and according to him Morrissey's motion could be customized if the Selectmen agreed to the fees amounts. Pilcher had an issue with the specific naming of the locations and their fees. Bruinooge said that the fees should be different based on the size of the property, but disagreed with the amounts of Morrissey's proposed fees and reaffirmed her desire to table the motion. Murphy supported the scale of \$0-\$1,000 a day per parcel based on the discretion of the Selectmen for nonprofit events charging admission. Decision on this matter was deferred to the March 24, 2015 meeting and the Selectmen agreed to hold another public hearing on the subject.

Discussion on submission of possible power projects to CVEC

Terkanian said that the CVEC deadline for submission of possible solar power projects is March 12, 2015. Currently there is no recommendation from the Energy Committee. Terkanian did not recommend participating with CVEC at this time. Lilli Green, Energy Committee Secretary was present to answer questions. No action was taken on this subject.

Discussion on funding for possible mapping of Wellfleet Harbor

Mark Borelli presented an opportunity for mapping of Wellfleet Harbor as part of a larger project and partial grant funding. He distributed a proposal² from the Center for Coastal Studies Provincetown (CCSP). The total proposed project cost was \$125,000 of which 1/3 would be taken off by the CCSP making the adjusted project cost \$82,571.94. Murphy wanted to know if this project would have impact on water quality. Borelli did not have a definite answer, but said that it might help. Discussion ensued on possible funding options. Terkanian said that the project could be funded by a tax levy override above Proposition 2 ½ or by borrowing the money. He said that the Selectmen have received a draft warrant article for the borrowing. He clarified that the article is still under review by Town Counsel. Morrissey wanted to know what the impact would be if the Town Meeting voted for the borrowing but other participating organizations do not get their funding. Terkanian explained how this would be addressed by the proposed Article³ language and read it.

MOTION 215-102: Morrissey moved and Murphy seconded to place and recommends the proposed article on the warrant for the amount of \$82,000. The motion passed 4-0.

MOTION 215-103: Bruinooge moved and Murphy seconded to place the question on the ballot. The motion passed 4-0.

Authorize the Town Moderator to raffle off five beach stickers at town meeting

MOTION 215-104: Bruinooge moved and Morrissey seconded to authorize the Moderator to raffle off five beach stickers at town meeting. The motion passed 4-0.

Discussion on possible comment on EverSource's 2015 YOP

Laura Kelley presented the Eversource 2015 YOP⁴ and said that the deadline to comment is March 27, 2015. Pilcher wanted to know if it would be sufficient if the Board voted to support the proposed text. Terkanian requested to see letters from neighboring towns. Murphy wanted to know if a public hearing would be needed for the private owners along the power lines. Terkanian said that this process would be much more elaborate. Kelley clarified that this was the case; it would be a matter of setting a regulation.

MOTION 215-105: Murphy moved and Bruinooge seconded to authorize the TA to write a letter expressing the Board's support against EverSource/NStar spraying. The motion passed 4-0.

Discussion of rumble strip proposal for Route 6

Police Chief Ronald Fisette and Fire Chief Richard Pauley presented a map of the proposed locations of rumble strips on Route 6 in Wellfleet. Bruinooge wanted to know the locations. Fisette said that the proposed locations on the map are not definite. Terkanian explained that Bill Traverse from MassDOT will be present on March 24, 2015 for the hearing on this topic and will be able to answer questions about it. Terkanian expressed his concerns about the gap of 125 ft in front of the Fire Station on Route 6 and said that he will recommend closing this gap, since this place is not heavily used.

Approval of inserts in spring tax mailing

Terkanian explained the Statue governing the tax inserts and said that according to it the Selectmen's approval is required. He also said that the content of the inserts should not be political and should not increase the regular mailing cost of the tax bill. Tax Collector Marianne Nickerson has checked and confirmed that the proposed inserts⁵ meet these requirements. The tax inserts⁶ are from the Recycling Committee, Taxation Aid Committee and DPW.

MOTION 215-106: Murphy moved and Bruinooge seconded to approve the three tax inserts. The motion passed 4-0.

Proposed letter in support of Herring River Restoration Committee grant application

MOTION 215-107: Murphy moved and Morrissey seconded to approve the letter⁷ in support of Herring River Restoration Committee application for grant. The motion passed 4-0.

Discussion on non binding town meeting resolution on fees

Morrissey explained his position on the subject and said that this is a good way to bring this issue to all concerned parties. Bruinooge said that she does not feel this is necessary based on the current Proposition 2 ½ and the current revenue situation. According to her this article would not accomplish anything even though it was non binding. Morrissey explained his thought process behind the proposed ATM discussion and his position on the subject. Murphy said that he would support this, but it would require an advertised public hearing. Bruinooge said that she is against Proposition 2 ½ overrides, but she is in favor of increase in Town fees. Pilcher expressed his position by saying that the Selectmen were elected to review budgets and set fees, therefore the Selectmen should not give away their right and obligation to do their job. No action was taken on this subject.

Authorize the Town Administrator to act for the Board in appointing physicians to conduct injured on duty and fitness for duty examinations

MOTION 215-108: Murphy moved and Bruinooge seconded to authorize the Town Administrator to act for the Board in appointing physicians to conduct injured on duty and fitness for duty examinations. The motion passed 4-0.

Annual Town Meeting warrant⁸ continued review and approval of articles & budgets

Terkanian talked about the proposed Governor's budget and its impact on the Town's budget. He also explained the impact of the increased cost of snow removal budget, Fire Department over time budget and necessary adjustments for the salary item of the new Library Director. He said that this would account to approximately \$200,000 expenses against \$100,000 allocated in free cash, and when taking all this into account the current deficit would be \$79,000 to \$100,000. Terkanian said that there could be a small cushion due to Legal Budget reduction, and several capital items could be borrowed and accounted as excluded debt. According to him the last resort for closing the gap would be to take the Statue that allows FY15 snow removal budget deficit to be paid half in FY16 and half in FY17. Based on this information

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the Selectmen did not comfortable to place and recommend Article 1 at this meeting. Morrissey said that he was inclined to have an additional meeting on March 17, 2015 and suggested a proposition 2 ½ override to fund the School Budget shortfall. Pilcher and Bruinooge did not support this idea and strongly supported the position to balance the budget this year and tell the voters that this may not be the case in the future. Terkanian went over possible scenarios to avoid asking for an override. Bruinooge wanted to know if the free cash tapping would have any impact on the bond rating. Based on this discussion the selectmen unanimously agreed to have an additional meeting on March 17, 2015.

Terkanian talked about Article 10 in terms of salary and potential benefits costs. He said that the benefit part is variable, but based on Barnstable County data the average cost for health insurance benefits per employee is about \$8,000.

MOTION 215-109: Morrissey moved to place and recommend Article 10. Bruinooge seconded and the motion passed 4-0.

Bruinooge suggested decreasing the transfer for OPEB from \$250,000 to \$200,000 as a way to close the FY16 Budget gap. There was no motion in support of this suggestion.

Morrissey left the meeting at 9:25 pm.

MOTION 215-110: Pilcher moved to recommend Article 14. Bruinooge seconded and the motion passed 3-0.

Article 15 was placed and recommended on February 24, 2015.

MOTION 215-111: Pilcher moved and Bruinooge seconded to place and recommend Article 16. The motion passed 3-0.

MOTION 215-112: Pilcher moved and Murphy seconded to recommend Article 17. The motion passed 3-0.

MOTION 215-113: Murphy moved and Bruinooge seconded to place and recommend Article 18. The motion passed 3-0.

MOTION 215-114: Bruinooge moved and Murphy seconded to recommend Article 19. The motion passed 3-0.

MOTION 215-115: Pilcher moved and Murphy seconded to recommend Article 20. The motion passed 3-0.

MOTION 215-116: Bruinooge moved and Murphy seconded to recommend Article 21. The motion passed 3-0.

MOTION 215-117: Bruinooge moved and Murphy seconded to recommend Article 22. The motion passed 3-0.

Terkanian said that Town Counsel will provide a draft for a single article to cover Articles 23 and 24, so these two articles were deferred. Terkanian explained the reasons for changes of Article 25. Bruinooge suggested deferring it to the next meeting.

Murphy had comments about Article 26. He talked about the benefit of adding a third front-end loader, but could not justify the expense. Pilcher wanted to know if there has been any discussion to partner with a neighboring town and share the cost. Bruinooge was concerned if there was a need for such a big expense. Murphy suggested hiring a contractor to do the job when needed.

MOTION 215-118: Bruinooge moved and Murphy seconded to NOT place Article 26. The motion passed 2-1 (Pilcher).

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MOTION 215-119: Bruinooge moved and Murphy seconded to place and recommend Article 27. The motion passed 3-0.

MOTION 215-120: Murphy moved and Bruinooge seconded to place and recommend Article 28A. The motion passed 3-0.

Fire Chief Pauley presented his request for a new fire truck engine for \$580,000 cost as requested with Article 29.

MOTION 215-121: Murphy moved and Bruinooge seconded to place and recommend Article 29. The motion passed 3-0.

Voting on placing Article 32 was postponed until a member from the Recycling Committee explains it.

Town Clerk Joseph Powers talked about Article 33 and the reasons behind the request for the proposed General Bylaws changes.

MOTION 215-122: Murphy moved and Bruinooge seconded to place and recommend Article 33. The motion passed 3-0.

Voting on placing Article 34 was deferred. Articles 36, 37 and 38 were placed and recommended on February 24, 2015.

MOTION 215-123: Pilcher moved and Murphy seconded to place Article 39. The motion passed 3-0.

MOTION 215-124: Pilcher moved and Murphy seconded to place Article 40. The motion passed 3-0.

MOTION 215-125: Pilcher moved and Bruinooge seconded to place Article 41. The motion passed 3-0.

MOTION 215-126: Murphy moved and Bruinooge seconded to recommend Article 41. The motion passed 3-0.

MOTION 215-127: Pilcher moved and Murphy seconded to place and recommend Article 42. The motion passed 3-0.

MOTION 215-128: Pilcher moved and Bruinooge seconded to place and recommend Article 43. The motion passed 3-0.

MOTION 215-129: Murphy moved and Bruinooge seconded to place and recommend Article 44. The motion passed 3-0.

MOTION 215-130: Murphy moved and Bruinooge seconded to place and recommend Article 45. The motion passed 3-0.

MOTION 215-131: Murphy moved and Bruinooge seconded to NOT recommend Article 48. The motion passed 3-0.

MOTION 215-132: Murphy moved and Bruinooge seconded to place Question 6 that goes with Article 27. The motion passed 3-0.

MOTION 215-133: Bruinooge moved and Murphy seconded to place Question 8A. The motion passed 3-0.

Terkanian informed the Selectmen about their right to change the order of the articles during Town Meeting based on the Moderator's suggestion. Discussion ensued. The Selectmen did not take any action on changing the order of the articles but unanimously agreed to recommend to the Moderator that if the meeting on April 27, 2015 goes past 10 pm it should continue on the next day.

Town Administrator's Report

Terkanian presented his report⁹. The Selectmen did not have any questions or comments.

Future Concerns

- Schedule an additional meeting on March 17, 2015 at 7:00 pm.
- Invite Recycling Committee and Planning Board to explain 2015 ATM Articles.
- Invite DPW Director Mark Vincent to talk about the front-end loader request.
- Invite Community Director Suzanne Thomas on March 24, 2015 to discuss Beach Parking Fees during OysterFest.

Correspondence and Vacancy Report

There were no comments on the correspondence¹⁰ and vacancy¹¹ reports.

Minutes

Pilcher had a correction of the name of Judith Stiles not Styles to the minutes¹² of February 24, 2014.

MOTION 215-134: Pilcher moved and Murphy seconded to approve the minutes of February 24, 2015 as amended. The motion passed 3-0.

Adjournment

MOTION 215-135: Murphy moved and Bruinooge seconded to adjourn the meeting at 10:09 pm. The motion passed 3-0.

Respectfully submitted,

Michaela Miteva
Executive Assistant

¹ Police Chief Fisette's recommendation of Special Police Officers

² Center for Coastal Studies Provincetown

³ Proposed Article for Wellfleet Harbor mapping costs of \$82,000

⁴ EverSource 2015 YOP

⁵ Proposed tax inserts

⁶ Proposed spring 2015 tax inserts from the Recycling Committee, Taxation Aid Committee and DPW

⁷ BOS letter in support of HRRC grant application

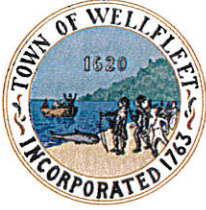
⁸ 2015 ATM Warrant Draft of March 6, 2015

⁹ TA Report of March 6, 2015

¹⁰ Correspondence Report of March 10, 2015

¹¹ Vacancy Report of March 6, 2015

¹² Minutes of February 24, 2015



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**Wellfleet Board of Selectmen
Minutes of March 17, 2015
Wellfleet Senior Center**

Present: Paul Pilcher, Chairman, Dennis Murphy, Berta Bruinooge, John Morrissey, Town Administrator Harry Sarkis Terkanian and Assistant Town Administrator Brian Carlson

Regrets: Jerry Houk

Chairman Paul Pilcher called the meeting to order at 7:00 pm.

Announcements, Open Session and Public Comments

Selectman John Morrissey said that the reason for his early leave during March 10, 2015 meeting was for the birth of his granddaughter Jessica Morrissey.

Fire Chief Richard Pauley announced that two new ambulances were purchased and will be in service by next week. He thanked the Town Administrator for his assistance with the purchasing process. Chief Pauley also said that a Perfect Inspection was completed at the Fire Station thanks to the efforts of all staff.

Annual Town Meeting warrant continued review and approval of articles and budgets

Terkanian presented his memo¹ and summarized the remaining issues with FY15 budget transfers and their impact on FY16 budget. He explained several budget adjustments of the Nauset Regional School District. The last part of his memo represented minor changes to the 2015 ATM Warrant articles after Town Counsel's reviewed them. Terkanian briefly presented changes to the Original Budget submission. He said that some adjustments have been done. As a result the FY16 Operating Budget is now under Proposition 2 ½ by \$15,053. Pilcher had a comment on possible upcoming expenditures from the Cultural Council budget. Murphy talked about potential Chapter 90 additional funds. The selectmen had no changes or additional comments to the proposed TA FY16 operating budget.

MOTION 215-136: Murphy moved and Morrissey seconded to place and recommend Article 1. The motion passed 4-0.

Terkanian suggested deferring recommendation of Article 2 to Town Meeting.

MOTION 215-137: Bruinooge moved and Morrissey seconded to defer recommendation of Article 2 to 2015 Town Meeting. The motion passed 4-0.

Terkanian went over changes to the FY16 Capital Budget since the last meeting on March 10.

MOTION 215-138: Murphy moved and Morrissey seconded to recommend Article 3. The motion passed 4-0.

Articles 6, 7, 8, 9 were deferred for recommendation to Town Meeting due to ongoing Union negotiations.

MOTION 215-139: Morrissey moved and Bruinooge seconded to defer recommendations of Articles 6,7,8,9 to Town Meeting. The motion passed 4-0.

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Discussion ensued about Article 10 - adding a 13th Police Officer and the possible additional costs in terms of benefits. Terkanian said that the \$60,000 staffing cost estimate cannot be more accurate due to many variables. Bruinooge suggested having some sort of information on the possible variables at Town Meeting to help voters better understand the cost associated with adding an additional police officer.

MOTION 215-140: Morrissey moved and Murphy seconded to place and recommend Article 10. The motion passed 4-0.

Terkanian recommended reducing the OPEB funding on Article 12 to \$200,000 instead of \$250,000.

MOTION 215-141: Bruinooge moved and Murphy seconded to place and recommend Article 12 as recommended by TA to transfer \$200,000 to OPEB. The motion passed 4-0.

MOTION 215-142: Murphy moved and Bruinooge seconded to remove Article 13. The motion passed 4-0.

Pilcher gave an opportunity to Morrissey to voice his position on the Articles he missed to vote on when he left the March 10, 2015 meeting early. Morrissey went over Articles 14, 16, 17, 18, 19, 20, 21, 22 and said that he will vote in favor of all of them. Pilcher said that Morrissey's recommendations of these Articles should be added to the warrant.

MOTION 215-143: Murphy moved and Morrissey seconded to place and recommend Article 22. The motion passed 4-0.

Terkanian presented Article 23 and said that FinCom did not recommend it. Discussion ensued. Gerald Parent, Chairman of the Planning Board said that there may be a better use of CPC funds. Pilcher agreed and suggested possibly allocating the funds towards housing assistance, affordable housing projects and other higher priorities. Bruinooge supported Pilcher's position. Murphy wanted to know if this property has been on the open market. Parent gave a brief overview of the property history.

MOTION 215-144: Picher moved and Bruinooge seconded to NOT recommend Article 23. The motion passed 4-0.

Morrissey voiced his position on Articles 27, 28, 28A, 29, 30 and 31 by saying that he will vote in favor of all of them.

Lydia Vivante and Lonni Briggs from the Recycling Committee presented Article 32 about plastic bags ban and answered Selectmen's questions. Bruinooge wanted to know who would enforce this ban and what feed back has been received from businesses in Town. Vivante said that the ban would be enforced by the Health Agent and Police at the point of purchase. If approved, the bylaw would take effect on January 1, 2016. Vivante added that currently most businesses in Town already use paper bags. Briggs talked about the benefits of the recyclable bags. Morrissey wanted to know how other communities that have adopted the bylaw are doing. Jan Morrissey wanted to know what the difference between the allowed and not allowed plastic bags. Briggs said that the plastic pollutants in the environment attract chemicals; then the plastic particles get eaten by the fish and eventually end up in the human food supply. The Selectmen discussed this matter among themselves. They found it prudent to wait until the Recycling Committee meets with businesses to discuss the change.

MOTION 215-145: Murphy moved and Pilcher seconded to defer recommendation of Article 32 to Town Meeting. The motion passed 4-0.

Morrissey voiced his position on Article 33 and by saying that he will vote for it.

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Terkanian said that he still does not have the complete list of DPW equipment for proposed disposition and suggested deferring the recommendation of this article to Town Meeting.

MOTION 215-146: Bruinooge moved and Pilcher seconded to defer recommendation of Article 34 to Town Meeting. The motion passed 4-0.

Gerald Parent, Chairman of the Planning Board was present to answer questions about Articles 39-40. Bruinooge wanted to know what the differences between the existing and the proposed bylaws are. Murphy wanted to know if there were any opportunities left for commercial buildings. Parent went over the questions. Terkanian explained the present bylaw and said that the proposed bylaw changes will be based on set of standards rather than just labeling what is considered a home occupation.

MOTION 215-147: Bruinooge moved and Murphy seconded to recommend Article 39. The motion passed 4-0.

MOTION 215-148: Bruinooge moved and Murphy seconded to recommend Article 40. The motion passed 4-0.

Morrissey voiced his position on Articles 41, 42, 43, 44, 45, 47 by saying that he is recommending all them. He said that he is NOT recommending Article 48.

Parent had concerns about Article 46 and presented the Planning Board recommendation in terms of access from Paine Hollow Rd. Terkanian talked about possible complication of access via the neighboring private roads. No action was taken by the Selectmen, because Article 46 does not address the matter of access to the property.

Pilcher presented Selectman Jerry Houk's request to move Petitioned Article 48 earlier in the Annual Town Meeting agenda. Bruinooge said that historically in Wellfleet petitioned articles are always at the in the end of the warrant, and according to her placing it early in the meeting may have an adverse effect on attendance.

MOTION 215-149: Picher moved to place Article 48 before the General Bylaws Section of 2015 ATM warrant. There was no second and the motion failed.

Future Concerns

- Discussion on Liquor License signatures

Executive Session and Adjournment

Pilcher read the purpose of the executive session: *"To discuss a strategy in respect to collective bargaining agreement"* and said that discussing this matter in open session may have an adverse effect on the negotiations.

MOTION 215-150: Murphy moved and Bruinooge seconded to adjourn the public meeting at 8:19 pm and enter into executive session and not go back in public session. The motion passed by a roll call vote where Pilcher, Bruinooge, Murphy and Morrissey each said "Aye".

Respectfully submitted,

Michaela Miteva
Executive Assistant

¹ TA memo on remaining FY15 and FY16 Budget issues, dated March 17, 2015